

# HELENA EDUCATION ASSOCIATION

## Negotiated Agreement



2019-2020

# Contents

<b>DEFINITIONS</b> .....	3
<b>PREAMBLE</b> .....	4
<b>AGREEMENT</b> .....	5
DURATION: .....	5
CHANGES IN AGREEMENT: .....	5
<b>ARTICLE I - TEACHING HOURS AND LOAD</b> .....	6
1.1 School Day .....	6
1.2 Work Year .....	6
1.3 Teaching Load .....	6
<b>1.4 Building Meetings</b> .....	7
1.5 Duty-Free Lunch Periods .....	7
<b>ARTICLE II - PROFESSIONAL COMPENSATION</b> .....	8
2.1 Salary Schedule .....	8
2.2 Training and Experience .....	8
2.3 Salary Schedule Advancement .....	9
2.4 Traditional Schedule Lane Change or PCAP Stipend Approval .....	9
2.5 Professional Growth .....	9
2.6 Equivalency Degrees; Equivalency Experience .....	9
2.7 Extra-Duty Compensation .....	10
2.8 Part-time Teachers .....	12
2.9 Retirement Benefit .....	12
2.10 Sick Leave/Retirement Redemption Plan .....	12
<b>ARTICLE III – ASSOCIATION / TEACHER RIGHTS</b> .....	14
3.1 Discipline & Termination .....	14
3.2 Association Rights: .....	14
<b>ARTICLE IV – PROFESSIONAL GROWTH</b> .....	15
4.1 District-Funded Professional Growth .....	15
4.2 Professional Growth Committee .....	15
4.3 Sabbatical Leave .....	16
4.4 Tuition and Fees Reimbursement .....	18
4.5 Other District-Funded Professional Growth .....	19
4.6 The Professional Development Committee .....	19
<b>ARTICLE V - LEAVES FROM DUTY</b> .....	19
5.1 Leave Increments .....	19
5.2 Sick Leave and Personal Leave .....	19
5.3 Emergency Leave .....	21
5.4 Professional Leave .....	22
5.5 Leave of Absence .....	22
5.6 Legislative Leave .....	23
5.7 Association President’s Leave .....	23
<b>ARTICLE VI - INSURANCE</b> .....	23
6.1 Cafeteria Benefits Plan .....	23
6.2 Unused Cafeteria Benefit .....	24
6.3 Benefit Summary .....	24
6.4 Enrollment in the Health Insurance Plan .....	24
6.5 Cafeteria Plan Offerings .....	25
6.6 Cafeteria Plan Obligation & Liability .....	25
<b>ARTICLE VII - ASSIGNMENTS, TRANSFERS, VACANCIES</b> .....	25
7.1 Filling Positions .....	25
7.2 Potential Openings .....	25
7.3 Assignments .....	25
7.4 Transfers .....	26
Involuntary Transfers .....	27
7.5 Vacancies .....	28
Vacancies during the School Year .....	28

Vacancies During Summer Months.....	29
7.6 Exchange.....	29
7.7 Job Sharing.....	29
7.8 Representation and Dues.....	30
7.9 Contracts.....	30
7.10 Personnel Files.....	31
<b>ARTICLE VIII - EMPLOYMENT STATUS OF TEACHERS.....</b>	<b>31</b>
8.1 Rehiring and Release.....	31
Preamble.....	31
Order of Layoff.....	31
8.2 Tenure.....	32
8.3 Reduction in Force Policy - Tenured Teachers.....	32
Definitions.....	32
Seniority.....	32
Loss of Seniority.....	33
Displacement Provision.....	33
Recall.....	33
Recall Procedure.....	34
Termination of Recall Rights.....	34
8.4 Reduction in Force Policy - Non-Tenured Teachers.....	35
8.5 Effect.....	35
8.6 Residency.....	35
<b>ARTICLE IX - PAYROLL DEDUCTIONS.....</b>	<b>35</b>
9.1 Payroll Deductions.....	35
<b>ARTICLE X - CURRICULUM.....</b>	<b>36</b>
10.1 Professional Staff Participation.....	36
<b>ARTICLE XI - PARAEDUCATORS.....</b>	<b>36</b>
11.1 Para-Educators and Non-instructional Duties.....	36
<b>ARTICLE XII - SCHOOL CALENDAR.....</b>	<b>36</b>
12.1 Timeline.....	36
12.2 Development.....	36
<b>ARTICLE XIII - BOARD POLICY.....</b>	<b>37</b>
13.1 Distribution of Manual.....	37
<b>ARTICLE XIV - TEACHER EVALUATION.....</b>	<b>37</b>
14.1 Purpose.....	37
14.2 Mandatory Improvement Plan and Plan of Assistance.....	37
<b>ARTICLE XV - GRIEVANCE PROCEDURE AND ARBITRATION.....</b>	<b>38</b>
Definition:.....	38
15.1 Purpose.....	38
15.2 Procedure.....	38
15.3 Election of Remedies and Waiver.....	40
<b>ARTICLE XVI - TEACHER RESPONSIBILITIES.....</b>	<b>41</b>
<b>STATEMENTS/ACTIONS DURING NEGOTIATION.....</b>	<b>41</b>
<b>DISTRIBUTION OF AGREEMENT.....</b>	<b>41</b>
<b>SUCCESSOR AGREEMENT.....</b>	<b>42</b>
<b>Traditional Salary Matrix for 2019-2020.....</b>	<b>44</b>
<b>HPS EXTRA-DUTY COMPENSATION SCHEDULE.....</b>	<b>45</b>

## **DEFINITIONS**

The terms set forth below, when appearing in this Agreement, are agreed to and have the following definitions:

### **ASSOCIATION:**

The Helena Education Association.

### **BOARD:**

The Board of Trustees, School District No. 1 and Helena School District, Helena, Montana. The supervision and control of school is vested in the Board of Trustees elected by law.

### **AGREEMENT:**

The Negotiated Agreement entered into and formally ratified by the Association and the Board.

### **SCHOOL DISTRICT:**

The term "School District" shall refer to School District No. 1, Helena, Montana.

### **TEACHERS:**

Where used herein the term TEACHER shall mean an employee of School District No. 1 who is contracted for a period of time commensurate with an official school calendar contained herein, and who is employed in a position which requires licensure set forth in the current Montana Codes Annotated (M.C.A.) or who is licensed as an education related specialist, and whose position calls for or requires such licenser, but shall exclude staff subject to the administrative salary structure.

### **COLLEGE CREDIT:**

The term "College Credit" shall refer to quarter credits.

One semester credit = 1 1/2 quarter credits.

(For example a MA+1 refers to a Masters Degree plus 15 quarter credits or 10 semester credits.)

## **PREAMBLE**

With this agreement both the District and HEA agree to the following:

We will embrace a problem-solving approach that will encompass a shared decision-making process fostering trust and respect. The HEA and District will accept responsibility for the decisions achieved through the shared decision-making process. The District and HEA will strive to be unbiased and truly look for solutions that will benefit students, employees and the community. The HEA and District are committed to work collaboratively redesigning the budget allocations in an effort to meet the many demands of providing a quality education for students. Working together on budget development we will consider all points of view, demonstrate flexibility and commit to finding budget solutions that are responsive to student, employee and community needs.

## **AGREEMENT**

This Agreement shall be entered into the 1st day of July, 2019, by and between the Board of Trustees, School District No. 1, Helena, Montana, hereafter called the “Board” and the Helena Education Association, hereafter called the “Association,” in compliance with the Montana Public Employees Collective Bargaining Law as set forth in the current Montana Codes Annotated (M.C.A.).

If any provision of this Agreement is held to be contrary to law, then such provisions shall be deemed invalid, but all other provisions shall continue in full force and effect. At the request of either party, negotiations shall commence regarding sections of the contract judged invalid or sections of the collective bargaining law judged illegal or amended by the legislature.

### **DURATION:**

This Agreement is effective for the period from July 1, 2019 through June 30, 2020 inclusive.

### **CHANGES IN AGREEMENT:**

**Permanent Change in Agreement:** During its term this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in written and signed amendment to the Agreement.

**Temporary Change in Agreement (Variance):** The intent of the variance process is to explore options that will foster more effective or efficient practices. Teachers and/or Principals may propose a short term (up to one school year) variance to specific provisions of the collective bargaining agreement. All parties impacted by the variance will be given the opportunity to be heard regarding the proposed variance.

Approval for variances will be by mutual agreement of a standing committee composed of six people which include the HEA President and the District Superintendent. Both the HEA President and the District Superintendent will appoint two other individuals to the standing committee. The standing committee may extend a variance to a second school year upon reapplication and review of an approved variance. Any variance requested beyond two years must be subject to the Permanent Change in Agreement provision of the collective bargaining agreement. The variance application form is available through the HEA President or the District Superintendent.

The following collective bargaining agreement provisions are not subject to a variance.

- Article II Professional Compensation including merit pay.
- Article VI Insurance
- Article VII Assignments, Transfers, Vacancies, Exchange, Contracts, and Personnel Files
- Article VIII Employment Status of Teachers
- Article XV Grievance Procedure and Arbitration
- Article XVI Teacher Responsibilities

## **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 25 minutes after students are dismissed. The building administrator has the authority to permit exceptions.

The parties understand that educators may need to flex their contractual hours in order to fulfill student, parent or district needs. A flexible school day work schedule, alternative work hours or alternative work days may be implemented with mutual written approval of both the Superintendent and the Association President. These alternative schedules should only be proposed to accommodate the needs of the students and should not be proposed to accommodate the needs of district personnel. The time worked by the educator outside of the regular school day shall be exchanged hour for hour for regular contracted time and a split-shift school day cannot be utilized without the affected educator's written permission.

The school district may adjust weekly time schedules and extend the school day to provide for District wide release time. The release time will be used for teacher in-service, building meetings and curriculum work. A joint committee of teachers and administrators will design the agenda for the release time, with final approval of the committee's recommendation resting with the building principal. Each school will submit a proposal providing the work plan for that school for each release time and those proposals will be reviewed by the District Professional Development Committee, to promote a goal oriented constructive use of the release time. The Superintendent shall have final decision authority regarding release time except for the following provisions. Release time should not be scheduled more than once a month. Any release time requested beyond one a month must have approval of the Superintendent and the Association President.

### **1.2 Work Year**

The work year for the elementary and secondary teachers is fixed by the official elementary and secondary school calendar. Note special provisions for kindergarten teachers on the official calendar to provide for the Home Visit Project.

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 a guideline for minimum standards for elementary and secondary levels.

If minimum standards are exceeded at the K-5 level, a team that will include the classroom teacher, building principal, Superintendent or the Superintendent's designee and the Association President will conduct a review. Should the review indicate a need for additional support or assistance, support or assistance will be provided. When support or assistance is

provided, the classroom will be monitored for class size and composition throughout the school year to determine if the need still exists.

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 Administrative Rules of Montana.

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 a minimum of four and one-half (4.5) hours free for planning or preparation during the student week.

As long as the 6-8 level, or part thereof, has Middle School Designation as outlined by Montana Accreditation Standards 10.55.9023 middle school teachers and administrators will collaboratively design and implement scheduling that provides for team preparation, meets middle school learning styles and provides an effective delivery system for a challenging integrated exploratory curriculum.

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 Building Meetings**

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 2019-20 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**

Beginning with the 2004-2005 school year, the Helena School System will offer two salary schedules: the Traditional salary schedule and the Professional Compensation Alternative Plan (PCAP). New teachers will be placed on the Professional Compensation Alternative Plan (PCAP) and current teachers will have an opportunity to select which salary schedule they prefer according to the implementation guidelines that are established. All references to “salary schedule” in this negotiated agreement shall not refer to the Professional Compensation Alternative Plan (PCAP) unless specified.

#### **Professional Compensation Alternative Plan (PCAP)**

Both the District and HEA have agreed upon the following provisions with respect to the purpose, management and implementation of the Professional Compensation Alternative Plan.

- 1) The District and HEA agree that the specific provisions and requirements of PCAP will be part of a governance document that is separate from this negotiated agreement but will hold the same standing and status as other language contained in this negotiated agreement.
- 2) Labor Management Committee – The Labor Management Committee shall consist of the Superintendent, Association President and/or their designees. The Labor Management Committee shall be authorized to clarify and interpret the PCAP Governance document and facilitate other issues related to the PCAP. The Labor Management Committee shall make recommendations for revisions of the PCAP Governance document to the HEA Board of Directors and the District’s Board of Trustees for approval. The Labor Management Committee shall be allowed to adjust the wording and structure of the Governance document as long as the original intent and philosophy remain intact. All changes made in the PCAP Governance document will be reviewed with the Board of Trustees and the HEA Board of Directors on an annual basis.

### **2.2 Training and Experience**

For salary schedule placement, all teachers shall be placed according to recognized licensed teaching experience. Licensed teaching experience outside Helena School District No. 1 shall be recognized on a one year for one-year basis up to a maximum of 10 years of experience recognition. Placement of current educators moving from the “Traditional Salary” matrix to “PCAP Salary” matrix will be made according to the provisions outlined in the 2013-2015 HEA negotiated agreement.

Contracts are issued upon the basis of the amount of training and the experience at the time of signing the contract, not necessarily the amount of training and experience which a teacher

has when beginning work under the contract, except, in such cases, when the administration has been notified in advance of the teacher completing requirements for advanced salary standing or a degree.

### **2.3 Salary Schedule Advancement**

Minimum Experience:

Not less than eighty-five (85) full-time equivalent days of contracted teaching employment in one (1) school year shall count toward advancement on the salary schedule. Part-time service may be accumulated within consecutive years, and when the accumulation totals eighty-five (85) full-time equivalent days, an experience increment shall be approved for the following year. When an accumulated increment is earned, the part-time service accumulation shall start anew with the first day of service in the following school year.

Criteria for Educational Advancement Lane advancement for educators on the “Traditional” salary matrix will be made according to the provisions outlined in the 2013-2015 HEA negotiated agreement.

### **2.4 Traditional Schedule Lane Change or PCAP Stipend Approval**

Any Traditional Schedule Lane Change or PCAP Stipend that is submitted with appropriate official documentation by January 1<sup>st</sup> will retroactively pay the advanced salary amount or stipend for the entire school year contract of the teacher. Official documentation submitted after January 1<sup>st</sup> will be effective for the teacher’s next contract year.

### **2.5 Professional Growth**

Any teacher not meeting the requirement of sixty (60) renewal units for every five (5) years shall remain at the same salary for the ensuing year. Teachers who have not met this requirement and plan to do so during the summer preceding the due date shall not be issued a contract with a salary increase at the time contracts are issued. The sixty (60) renewal units shall not be used for lane advancement on the salary schedule unless they meet the provisions of 2.3. The teacher shall have one year grace period to comply with the rule and/or law provided the teacher is legally eligible to teach in the State of Montana.

### **2.6 Equivalency Degrees; Equivalency Experience**

B.A. Equivalency Salary Lane Assignments:

1. Reserved for personnel who do not hold a B.A. degree with appropriate teaching endorsements but who are eligible to hold a Class 4 license and have five (5) years’ occupational experience of which three (3) must be continuous. Continuous experience shall be defined as a minimum of 2,080 hours per year for three (3) consecutive years in an occupation directly related to the teaching assignment.

2. Salary Schedule Advancement: B.A. equivalency personnel shall advance vertically on the salary schedule with teaching experience and shall advance horizontally to a B.A.+1 equivalency with the acquisition of fifteen (15) credits to B.A.+2 equivalency with the acquisition of thirty (30) credits, and to a B.A.+3 years' equivalency with the acquisition of forty-five (45) credits. Credits must be successfully completed at an accredited college or university or granted by the Office of Public Instruction.

M.A. Equivalency Salary Lane Assignments:

1. Reserved for personnel who hold a B.A. degree and who also satisfy the Class 4 criteria and the occupation-related experience as outlined for a B.A. equivalency. Because of existing licensure policies, personnel eligible for an M.A. equivalency need not hold both a Class 2 and a Class 4 license.

2. Salary Schedule Advancement: M.A. equivalency personnel shall advance vertically on the salary schedule with teaching experience but shall not advance horizontally without first receiving an M.A. degree and qualifying for a Class 1 or Class 2 teaching license. M.A. equivalency personnel who receive an M.A. degree and qualify for a Class 1 or Class 2 teaching license shall advance horizontally on the salary schedule to an M.A.+2 equivalency.

Equivalency Experience:

1. Equivalency teaching experience shall be awarded only to those personnel who qualify for "equivalency degrees" and/or personnel who already hold an M.A. degree and the required occupational experience.
2. Equivalency experience shall be defined as directly related occupational work experience and shall be awarded within a time formulation similar to the awarding of teaching experience.
3. No more than six (6) years of equivalency experience shall be awarded any instructor.
4. Instructors without previous School District No. 1 teaching experience shall not be contracted beyond the sixth (6th) vertical step on the salary schedule.

General:

1. Previous practices not in accordance with those defined herein shall not continue.
2. Practices defined herein shall not be applied retroactively to adversely affect the salary status of any personnel.

## **2.7 Extra-Duty Compensation**

The operation of Helena School District No. 1's extra-curricular program requires the use of supervisors (coaches, advisers, sponsors, etc.) for students participating in the various

activities. Compensation for supervisors is for services rendered beyond the teacher contractual day and is approved by the Board of Trustees as a supplemental contract.

Annually, at the time an extra-duty assignment begins, the activity coach, adviser, or sponsor shall review with the administrative activities supervisor all point system information pertinent to that position. If the review process demonstrates that existing data warrants adjustment or further consideration, the proposed changes and supporting evidence shall be submitted in writing to the activity subcommittee for further study. The activity subcommittee shall be composed of five (5) members: two (2) members appointed by the Helena Education Association, two (2) administrators appointed by the District Superintendent, and one (1) member mutually agreed upon by both parties. The activity subcommittee shall study recommended changes and shall by majority vote recommend in writing to the Association and Board of Trustees that data adjustments be made or not made for the following year. Adjustments which would increase compensation shall be timed for implementation to accommodate budget limitations.

At the completion of each extra-curricular program, the administrative activities supervisor and facility-level administrators (when appropriate) shall conduct a program evaluation to determine if the minimum expectations (point system requirements) have been satisfied. The activity subcommittee (or appropriate body) and the individuals involved in the activity shall be advised where minimum expectations (point system requirements) are not being satisfied. The point system requirements are based on factors which include; student contact hours; number and length of practices; number and length of contests; road hours; equipment hours; overnight trips; and head/assistant coach factor. A copy of the current point system (factors) for extra-curricular programs is available, upon request, through the Activities Department.

Compensation is determined by the point system and by program design. Changes in the design of a program will affect the compensation at that level. Compensation will be affected by changes in the next negotiating period.

The activities subcommittee has a responsibility to react proactively to changes in programs instead of reactively. When the Activities Department is made aware of changes to a program, either by the sponsor, coach or other sources, the activities subcommittee should be convened and submit proposals that incorporate the change to the Superintendent and the Association President for consideration in the next negotiated agreement. Proposals for adding to/deleting from the extra-duty compensation schedule must be submitted in writing and with justification to the activity subcommittee for consideration.

All extra-duty contracts are to be separate from teaching contracts. HEA does not represent extra-duty positions. Tenure laws do not apply to extra-duty contracts. If any teacher does not desire extra-duty assignments, every effort shall be made by the Superintendent to find an adequate replacement for the extra-duty responsibility.

The District does not encourage the combining of extra-duty positions. If the necessity arises for combined positions, however, extra-duty salaries shall be computed in such a manner as to avoid duplication of the factors used to determine compensation.

## **2.8 Part-time Teachers**

Part-time teachers are those teachers who are contracted by the District for less than one hundred eighty (180) days and/or less than six (6) hours per day.

Part-time teachers shall receive benefits proportional to those received by full-time teachers.

Part-time teachers may be hired by the District if there is a need for a part-time teacher. The final decision on hiring part-time teachers shall rest with the Administration.

## **2.9 Retirement Benefit**

Teachers employed after July 1, 2017 are not eligible for this Retirement Benefit (Article 2.9).

Any retiring teacher in good standing with 20 years or more of Helena School District #1 experience will be eligible for the following if notification of their retirement is given the Human Resource office:

- Option 1: Current Year Notification: Teachers who intend to retire at the conclusion of the current school year will provide written notification to the District on or before January 15. The teacher shall receive \$9,000 in termination pay and part-time teachers will receive a pro-rated amount equivalent to their FTE amount. This pay is in addition to any other termination pay for which the teacher may qualify.
- Option 2: Prior year Notification: Teachers may announce their binding retirement one school year in advance. The teacher will provide written notification to the District on or before January 15 of their penultimate year. At the end of that year the teacher will receive a \$5,000 stipend and part-time teachers will receive a pro-rated amount equivalent to their FTE amount. At the conclusion of their final contract year the teacher shall receive \$7,000 in termination pay and part-time teachers will receive a pro-rated amount equivalent to their FTE amount. This pay is in addition to any other termination pay for which the teacher may qualify.
- Good standing requires successful completion of all PCAP requirements for the two years immediately prior to retirement for educators on the PCAP salary schedule.
- Issues and/or concerns regarding a teacher's eligibility or hardship situations for the "Retirement Benefit" may be brought forth to the District Superintendent by the HEA President.

## **2.10 Sick Leave/Retirement Redemption Plan.**

1. Starting July 1, 2017, newly hired teachers will be placed under the Sick Leave/Retirement Redemption Plan. Teachers hired prior to July 1, 2017 are not eligible to participate in the Sick Leave/Retirement Plan (Article 2.10).

2. The Sick Leave/Retirement Redemption Plan is designed to provide a retirement benefit that will be significantly better for teachers who participate in this plan than the current retirement benefit/sick leave termination pay added to their Montana Teacher Retirement System retirement calculation. The earlier a teacher gets started in this plan the greater the retirement benefit that can be achieved. The plan allows yearly conversion of leave accumulation into a retirement plan (403B) provided the teacher has a contributed a matching dollar amount to their retirement plan (403B). This plan also provides an opportunity to ensure the teacher has adequate leave available for an extended illness through the establishment of an accelerated sick leave bank.
3. Before a teacher can voluntarily redeem any leave they must first accumulate 420 hours (60 days) of their own accumulated sick leave. A Teacher's individual sick leave accumulation will be capped at 595 hours (85 days) and at that point (the cap) the teacher must start to redeem any excess leave or the leave will be lost.
4. **Leave Redemption Plan:** Upon reaching the minimum participation sick leave accumulation (420 hours) a teacher may voluntarily participate in the redemption or upon reaching the mandatory maximum sick leave accumulation cap (595 hours) any yearly sick/personal leave allotment not utilized at the end of each school year can be redeemed and allocated in the following manner:

**Voluntary:** According to the schedule below any unused annual personal/sick leave can be redeemed at 50% of the Average Teacher's salary daily rate as a contribution to the teacher's 403b retirement plan. The teacher must have a matching contribution to their 403b retirement plan. Only the redemption schedule listed below can be utilized, other combinations will not be allowed.

- 15 days unused = 5 days redeemable, 5 days Sick Leave Bank, 5 days Sick Reserve/Lost if maxed.
- 14 days unused = 5 days redeemable, 5 days Sick Leave Bank, 4 days Sick Reserve/Lost if maxed.
- 13 days unused = 4 days redeemable, 5 days Sick Leave Bank, 4 days Sick Reserve/Lost if maxed.
- 12 days unused = 4 days redeemable, 4 days Sick Leave Bank, 4 days Sick Reserve/Lost if maxed.
- 11 days unused = 4 days redeemable, 4 days Sick Leave Bank, 3 days Sick Reserve/Lost if maxed.
- 10 days unused = 3 days redeemable, 4 days Sick Leave Bank, 3 days Sick Reserve/Lost if maxed.
- 9 days unused = 3 days redeemable, 3 days Sick Leave Bank, 3 days Sick Reserve/Lost if maxed.
- 8 days unused = 3 days redeemable, 3 days Sick Leave Bank, 2 days Sick Reserve/Lost if maxed.
- 7 days unused = 2 days redeemable, 3 days Sick Leave Bank, 2 days Sick Reserve/Lost if maxed.
- 6 days unused = 2 days redeemable, 3 days Sick Leave Bank, 1 day Sick Reserve/Lost if maxed.
- 5 days unused = 2 days redeemable, 2 days Sick Leave Bank, 1 day Sick Reserve/Lost if maxed.
- 4 days or less unused = no redemption unused goes to Sick Reserve/Lost if maxed and can not be utilized for Sick Leave Bank.

**Mandatory (Reached 595 hours cap):** Remaining unused sick leave will be donated to the Teacher Sick Leave Bank. Utilization of the Sick Leave Bank is according to the following contributions (utilization of sick leave bank must comply with rules for utilization of individual sick leave and individual sick leave reserve must be exhausted before bank is utilized):

- 0 to 9 days contributed allows up to contributed amount from the Bank.
- 10 to 15 days contributed allows up to 25 days from the Bank

16 to 25 days contributed allows up to 50 days from the Bank  
26 to 50 days contributed allows up to 90 days from the Bank  
51 to 75 days contributed allows up to 120 days from the Bank  
Over 75 days contributed allows up to 180 days from the Bank.

5. Teachers in the Sick Leave/Retirement Redemption plan are not eligible for the Retirement Benefit (Article 2.9).

### **ARTICLE III – ASSOCIATION / TEACHER RIGHTS**

#### **3.1 Discipline & Termination.**

A. Discipline:

The District, when appropriate, will use progressive discipline and discipline shall be administered consistent with good cause. Should the discipline be challenged, the superintendent or designee will have an opportunity to conduct a separate, de novo review of the discipline.

However, the appropriateness of using progressive discipline in each case lies within the discretion of management. The specific disciplinary actions taken depend on the nature, frequency and severity of the performance deficiency and/or behavior that violates school district policy/rule or that disrupts school district operations. Types of disciplinary action, which could be initiated are: verbal reprimand; written reprimand; suspension without pay; involuntary transfer, demotion; and termination of employment.

B. Dismissal (termination of employment during the term of a contract):

A teacher will not be dismissed without good cause as required in MCA 20-4-207.

C. Termination (non-renewal):

A tenured teacher will not be terminated without good cause. The termination of a non-tenured teacher shall be governed solely by the provisions of MCA 20-4-206.

D. Nothing in A, B, and C, above is intended to limit the District's rights as listed in law to terminate teachers if the financial condition of the District requires a reduction in the number of teachers employed.

#### **3.2 Association Rights:**

Association Business: The Association and its pre-designated representatives (as provided on a list to the District Superintendent each school year) will be permitted to transact Association business on school property provided the business does not conflict with any teacher's assigned duties, and does not interfere or disrupt the normal operation of the District.

Association Use of School Buildings: The Association and its representatives shall have the right to use school buildings for meetings, as long as the Association complies with the District's facility use procedure. The use of any school building by the Association is

superseded by a need for the District to provide services to students or the general public when the District provides at least 24 hour notification. Use of school buildings by the Association during a strike is prohibited.

Association Use of School Equipment: The Association shall have the right to use computers and all types of audiovisual equipment provided the equipment is not in use, the equipment remains in the building and is returned to its original storage place. Association use of the District print shop and duplicating equipment is allowed provided the Association follows the District guidelines for use and appropriate reimbursement of the cost of any labor and/or materials is provided.

Association Use of Inter-School Communication Facilities: The Association shall have the right to post notices of Association activities and schedules on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District inter-school mail service and employee mailboxes, electronic e-mail service and a designated section (as determined by the District) of the District web-site and all other district provided communication facilities for Association and/or school-related business provided such use falls within established District guidelines for use, does not create an excessive burden on the District and does not interfere or disrupt the normal operations of the District.

## **ARTICLE IV – PROFESSIONAL GROWTH**

### **4.1 District-Funded Professional Growth**

Each year the sum amount equal to (.005289) of the base salary for teachers (PCAP Step 0) multiplied by the number of teacher FTE employed by the District on the first Monday in February of the prior contract year will be funded by the Board/District to provide teachers with professional growth opportunities, which shall include sabbatical leave, tuition and fee reimbursements and other professional growth, as described below.

### **4.2 Professional Growth Committee**

A Professional Growth Committee, comprised of two (2) designees appointed by the Superintendent and three (3) designees appointed by the Association President, will be selected each year.

The Professional Growth Committee will determine the expenditure of funds provided under subsection 4.1 and will comply with all the provisions of Article Three. All expenditures of the professional growth fund must be reviewed by the District Business Manager for fiscal compliance with state and federal laws and regulations prior to release of designated expenditures. When a district professional development committee is organized and appointed by the Superintendent, the Professional Growth Committee shall be required to be a subcommittee of the district committee.

The Professional Growth Committee shall oversee and implement tuition and fee reimbursement under subsection 4.4. The Professional Growth Committee shall also establish the criteria for selection and recommendation of sabbatical leave candidates under subsection 4.3 and for approval of professional growth opportunities provided under



subsection 4.5. Among the criteria the Professional Growth Committee should consider for all professional growth activities under their guidance are the following:

- Alignment with building, district or department goals
- Classroom improvement expected from the proposal
- Evaluation plan and method of assessing the success of the proposal
- Plan for distribution of information with other teachers
- Budget

### 4.3 Sabbatical Leave

The Professional Growth Committee may recommend sabbatical leaves of more than one semester up to a full year, at one-half pay, or one semester or less, at full pay. The sum of the sabbatical leaves recommended by Professional Growth Committee to the board may not exceed the equivalent of 1 FTE each school year. School year refers to the district's academic calendar year.

Sabbatical Allocation Possibilities for a School Year:

Full year sabbaticals, ½ pay	Semester sabbatical, full pay	Quarter sabbatical, full pay
Two (2)	None	None
One (1)	One (1)	None
One (1)	None	Two (2)
None	Two (2)	None
None	One (1)	Two (2)
None	None	Four (4)

To be eligible for sabbatical leave, a teacher must have a minimum of five (5) years continuous service in the district and submit application to the Professional Growth Committee for approval. Any sabbatical leave that is granted cannot overlap into the next school year. A teacher shall indicate on their application the length of sabbatical leave being sought and acknowledge the pay status that relates to such length.

Sabbatical leave may be used for the following:

1. A full program as specified by a college or university; or
2. Approved travel, providing the original application specifies the projected itinerary and the values to be accrued from the same; the report of such travel at the conclusion of the leave should be specific as to the benefits derived from the travel; or
3. Approved research or other professionally advantageous activity; or

4. Combination of the above.

During a sabbatical leave, the teacher shall be considered to be in the employ of School District No. 1, shall have a contract, shall have proportional fringe benefits based on their FTE and the provisions of the type of sabbatical granted, shall accrue seniority, and shall gain an experience increment on the salary schedule. A teacher on sabbatical leave shall be paid the regular contract salary the teacher would have received based on their FTE and the provisions of the type of sabbatical granted. The District shall pay the salary and benefits for the teacher granted the sabbatical according to the provisions of the type of sabbatical granted. The Professional Growth Committee shall commit from the professional growth fund (Article 4.1) an amount equal to the salary and benefits of a teacher at PCAP Step 0 to the District to cover the cost(s) of a 1.00 FTE full year substitute. That amount would be prorated if the total of all sabbaticals granted was less than 1.00 FTE for a full year. If substitute costs exceed the above amount, the District will cover the additional amount.

The teacher must agree, in writing, to return to the school district for a period of at least one (1) year immediately following the leave or return the money paid during the sabbatical. Upon return to the district, the teacher further agrees to offer up to one-day PIR in-service sharing their sabbatical accomplishments if requested by the District. When the teacher on sabbatical leave returns to the District, reasonable effort shall be made to place the teacher in the assignment held immediately prior to the leave. If the teacher does not wish to return to the previous teaching assignment, the teacher shall file a voluntary transfer request according to Article VII.

Sabbatical leaves shall not be granted to a teacher more than once every five (5) years. Approved leaves of absence shall not constitute a break in service, but such leaves shall not count toward the five (5) years. The school year following the last approved quarter sabbatical leave will constitute the beginning of the 5-years before the teacher may reapply for another sabbatical.

Sabbatical leave shall not interfere with the accrual of retirement benefits in the TRS, subject to TRS regulations.

The application forms are available at the Personnel Office on any working day. Applications are due in the Personnel Office by the second (2nd) Friday in January of the year preceding the school year for which the leave is sought.

The Professional Growth Committee shall review the applications to determine whether criteria and requirements for sabbatical leave as outlined in the Negotiated Agreement have been met and shall select candidates for recommendation to the Board no later than the fourth (4th) Friday in January. The granting of sabbaticals shall be based on merit of the proposed program with seniority being the criterion used in cases where there is equal qualification of applications. Candidates may be interviewed by the Professional Growth Committee to aid in the selection process. Applications which are incomplete or do not clearly describe the proposed sabbatical, including the correlation between professional growth and improvement of education within the District, may be rejected.

The Professional Growth Committee's recommendation and subsequent approval by the

Board shall be final.

No area or level of endeavor (college program, travel, research, professionally advantageous activity) shall be given greater importance in the selection process than any other.

Notification of selection shall be made by the Board no later than February 15. Successful applicants must notify the Superintendent in writing by April 1 of their acceptance.

A teacher on sabbatical leave shall report at the midpoint of their sabbatical, in writing, that the original intent of the sabbatical plan or an approved modification is being satisfied. The District shall terminate sabbatical pay for recipients who either fail to respond to a compliance inquiry or who fail to demonstrate satisfaction of the sabbatical plan intent.

A successful applicant who wishes to adjust the sabbatical leave intent must submit a written proposal to the Professional Growth Committee. The Professional Growth Committee shall give the successful applicant a written decision concerning the proposed adjustment. If a sabbatical recipient adjusts the sabbatical without approval by the Professional Growth Committee, sabbatical pay shall be terminated, and all sabbatical money paid prior to that termination shall be returned to the District.

If any portion of the sabbatical leave allotment is not awarded or used within a school year, the unused portion shall be reallocated by the Professional Growth Committee to other professional growth opportunities.

#### **4.4 Tuition and Fees Reimbursement**

It is the intent of the tuition and fees reimbursement program to distribute available funds as equitably as possible in order to reimburse an amount to the greatest number of qualified applicants.

The Professional Growth Committee shall allocate at least \$5000, but no more than \$12,000 from the professional growth fund (Article 4.1). National Board reimbursements will take precedence over other awards. After National Board reimbursements are made the other requests will be awarded by lottery a minimum of 10 to a maximum of 24 teachers a minimum award of \$500 per year per teacher for tuition and fees reimbursement. The Professional Growth Committee will determine how many teachers and the amount of reimbursement to be given prior to the lottery selection. Any unexpended tuition reimbursement funds will be returned to the Professional Growth Committee by May 5<sup>th</sup> of each tuition reimbursement year for reallocation to other district-funded professional growth within the same school year.

In order to be considered for tuition and fees reimbursement, teachers must have attained tenure status in School District No. 1. Persons utilizing appropriated money must return to the District the following contract year or repay the money received. Teachers who receive federal, state, or private grants for assistance in attending school shall not be eligible. As used herein, the term "tuition and fees" shall include workshop fees, tuition charges, registration fees, housing, other required fees, the cost of books, and other required course materials. Credits must be from an accredited college or university and pertain to the

professional growth of the recipient. Recipients are not eligible to apply for tuition and fees reimbursement again for three years.

Teachers pursuing National Board Certification can apply for reimbursement of up to the cost of one (1) component, following completion and submission of all components of the certificate. A paid receipt for all components of the certificate shall be necessary for reimbursement. National Board candidates do not need to meet the requirements of the following paragraph.

In order to qualify for reimbursement, the teacher applicant must meet certain procedural requirements. Letters of application should be addressed to the Professional Growth Committee by April 15th of each year. Once approved the person has from May 1st of that same year until May 1st of the next school year to complete the course or in-service and submit appropriate documentation for a claim for payment. Payment shall be made to recipients upon receipt of proof of credits earned and upon receipt of proof of tuition and fees payment.

#### **4.5 Other District-Funded Professional Growth**

Each school year the remainder of the funds provided under subsection 4.1 shall be awarded by the Professional Growth Committee to fund other professional growth opportunities for teachers.

The Professional Growth Committee shall establish a set of guidelines to administer the remainder of the professional growth funds stipulated in article 4.1. These guidelines should support the districts goals for innovation in the classroom, professional growth and teaching by teachers or teams of teachers. The Professional Growth Committee will set guidelines for application and award these funds according to the pre-established guidelines.

#### **4.6 The Professional Development Committee**

The Professional Development Committee will make a recommendation to the Board of Trustees regarding the planning and development of Pupil Instruction Related (PIR) days. PIR days will be designed in accordance to the policies set forth by Montana Office of Public Instruction.

### **ARTICLE V - LEAVES FROM DUTY**

#### **5.1 Leave Increments**

Any type of leave listed in Article V can only be utilized in increments of no less than one-half day.

#### **5.2 Sick Leave and Personal Leave**

Fifteen (15) days annually, at full salary, shall be provided each full-time teacher for a combination of sick leave and personal leave. Part-time teachers shall be entitled to pro-rata sick leave and personal leave based on the number of days and portion of days worked. In

the event that a temporary part-time teacher who has been permitted to utilize sick leave in excess of entitlement under this provision should leave the employ of the District, the teacher shall be liable to the District for any sick leave pay beyond the employee's entitlement.

Sick leave and personal leave may be used for personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity, post-adoptive care, or illness in the family. The administration shall make the final decision whether the illness in the family falls within this category.

A maximum of five (5) days a year of the combined sick leave and personal leave may be used for personal leave provided the teacher has followed the stipulations for personal leave listed in this article.

Any unused combined sick leave and personal leave shall be allowed to accrue to the teacher's sick leave balance at the end of each school year if the teacher is on the traditional sick leave plan. If the teacher is in the sick leave/retirement redemption plan please refer to Article 2.11 for information on unused sick leave and personal leave.

At the time of termination of employment or retirement, accumulated sick leave shall be paid all teachers with ten or more years of service within the Helena school system at the rate of one-fourth (1/4) the daily rate of the teacher's salary at the time of termination of employment.

The District may at its own discretion, provide for other voluntary buyouts of accumulated sick leave. The District would determine the terms and conditions of any other voluntary buyouts.

During the school year any teacher may, at the teacher's discretion, donate not more than two (2) days, nor less than one-half (1/2) day, of sick leave to another District employee who is in need and shall exhaust sick leave due to a personal illness, temporary disability, or a serious health condition of the employee's spouse/domestic partner or minor child (under age 18). Sick leave donations may not be used for parental leave purposes. The total of such donated sick leave shall not exceed sick leave accrued by the recipient at the time the illness began. Limitations herein shall not prevent the Administration from allowing greater consideration if extenuating circumstances exist. Any such donor shall notify the Superintendent on forms provided by the District of the intention to make such donation. The donor and recipient have no later than five (5) working days after the recipient's return to work to notify the Superintendent of the requested leave transfer. Donated leave shall be drawn in order of date of such receipt. A drawing shall be conducted to determine order of usage for donations bearing identical dates of receipt. Any unused sick leave shall be returned to the donor(s). For teachers in the sick leave/retirement redemption plan utilization of the teacher's own sick leave accumulation and the teacher's available balance in the sick leave bank must be utilized first before the sick leave donations can be utilized.

Seniority shall accumulate while a teacher is utilizing accumulated sick leave credits. Further, seniority shall continue to accumulate for a teacher who has exhausted accumulated sick leave provided the teacher is absent for personal sickness or injury and returns to the position as soon as the teacher is able to work.

Personal leave shall have the following additional stipulations:

1. Personal leave shall be granted in no less than one-half (1/2) day increments.
2. The review and granting process shall reside with the teacher's principal or immediate supervisor and the Superintendent and shall provide for uniform treatment of the professional staff.
3. A teacher seeking personal leave to extend a vacation must submit a request no less than five (5) days prior to the leave day. For other personal leave, at least two (2) working days written notice shall be required except in the case of an emergency.
4. The teacher's principal or immediate supervisor shall have the right to deny personal leave immediately preceding or immediately following school vacation when in the opinion of the principal or immediate supervisor a qualified substitute is not available and/or the teacher's contracted responsibilities or activities cannot be properly carried out by substitute personnel. Denial of such leave may be appealed to the Superintendent or the Superintendent's designee.
5. The number of teachers on personal leave at any one time may be limited by the availability of substitutes.
6. Extenuating circumstances which are unanticipated and unpreventable may be afforded consideration by the Superintendent.
7. The building principal has the discretion to allow other teachers within the same school to cover a class for a short period of time (no more than two class periods) for another teacher within the same school on an occasional basis. Teachers covering the class must do so on a voluntary basis. The teacher being relieved will not be required to expend personal leave in this instance. Implementation of this provision is at the discretion of the building principal whose decision will be based on the best interests of the school and the students affected. This provision is not subject to the Arbitration provision of the grievance procedure contained in this negotiated agreement.

A teacher shall accumulate seniority during a period of personal leave.

### **5.3 Emergency Leave**

In the event of death in the family, each teacher shall be granted up to five (5) consecutive days, leave of absence at full salary. An additional five (5) consecutive days may be granted by the teacher's principal or Superintendent's designee. In the event of a life threatening illness in the family, any teacher who has exhausted all of their accumulated sick leave may be granted up to ten (10) days of emergency leave. The Superintendent or Superintendent's designee shall have the final decision as to whether the emergency is life threatening and falls under this section. Language herein shall not prevent administrative consideration which would allow a teacher to attend the funeral of a close friend.

A teacher shall accumulate seniority during the period of an emergency leave.

#### **5.4 Professional Leave**

At the discretion of the Superintendent, teachers may be granted leave without loss of pay and a substitute provided for the following activities when such activities are directly related to the teacher's academic assignment or extra-curricular duty: Attendance at a professional meeting, workshop, conference or seminar sponsored by an instructional organization; service on committees; intra-school or inter-school visitation or observations; other activities deemed appropriate by the Superintendent. One (1) day of professional leave may be granted for a teacher to take required comprehensive exams or to defend a thesis or professional paper.

A request for professional leave shall be filed with the teacher's immediate supervisor who shall recommend approval or denial. The decision, however, shall reside with the Superintendent or the Superintendent's designee and may be contingent upon budget allowances or the availability of substitutes or the frequency of teacher absence. The District may allow use of professional leave of up to five (5) days per year. Compelling reasons may exist for additional days of professional leave. Written justification of compelling reasons shall be submitted to their principal for approval, prior to granting any professional leave days beyond the five (5).

Seniority shall accrue during approved terms of professional leave.

#### **5.5 Leave of Absence**

Leaves of absence without salary approved for a time in excess of twenty (20) working days shall not be included in computing seniority or advancement on the salary schedule unless otherwise provided in negotiated language or law.

An extended leave of absence, without pay, shall be granted to tenured educators upon application for such reasons as family illness, maternity, post-adoptive care, advanced educational- or vocational-related preparation, or the election to a full-time political or professional office. An extended leave of absence, without pay may be granted, at District discretion to tenured educators for the acceptance of a temporary (one year) licensed position at another accredited elementary or secondary institution provided a written request is received by the District Personnel Office on or before May 1<sup>st</sup> of the school year preceding the school year of the leave. A tenured educator who accepts a temporary (one year) teaching position at another elementary or secondary institution shall accrue seniority and gain an advancement increment on the salary schedule.

The length of a leave period shall be commensurate with the reasons for absence with a maximum of one (1) year granted for each extended leave. Exceptions to maximum leave may be granted in unusual circumstances, such as elected political or professional office. An educator on leave of absence may participate in the School District group health insurance at the educator's expense. The educator must notify the Superintendent in writing no later than March 1 of the intent to return the following school year. Failure to provide

timely notification may result in forfeiture of the educator's right to return the following school year.

Non-tenured educators will only be granted an extended leave of absence without pay if the District is required to provide such leave under current federal or state laws or is in the best interest of the District, as determined by the District.

## **5.6 Legislative Leave**

Legislative leave shall be available to a teacher who has been elected or appointed as a Legislator in the Montana House of Representatives or Senate. The length of a legislative leave shall be commensurate with the legislative session, including any extensions or special sessions that may be imposed.

During a legislative leave, the teacher shall receive full contract salary from the District, continue to accrue seniority, and receive all fringe benefits to which said teacher is entitled. In return, the teacher on legislative leave agrees to reimburse the District for all teacher-replacement costs, salary and benefits, up to but not exceeding an amount equal to the total salary and per diem received for legislative service during the leave.

## **5.7 Association President's Leave**

Based on Association funding, the President of the Association shall be granted leave for his or her tenure in office. The length of such leave may be full-time or any portion of the duty day, but in no circumstances shall it be less than one half (1/2) of the duty day. The Association shall reimburse the District for the cost of the President's salary, fringe benefits and all payroll tax pro-rated for the period of time on leave. The Association must notify the District, not later than June 1 of the year prior to the leave, of the length of the leave and the name of the President. The President shall retain all other benefits of full-time employment while on leave. The President and the Superintendent shall agree on any part-time work/leave schedule.

# **ARTICLE VI - INSURANCE**

## **6.1 Cafeteria Benefits Plan**

The District shall contribute to the employee cafeteria benefit plan the amount of \$781.00 per month per teacher for 2019-2020. Any teacher not enrolled in the district health insurance plan will have an amount equivalent to the single premium (or prorated portion for part-time teachers) contributed directly to the non-participation account and the teacher will not receive that portion of the cafeteria benefit. It is the responsibility of the Health Benefits Committee to review all benefits contained in the cafeteria benefit plan and make recommendations concerning the cafeteria benefits. The Health Benefits Committee shall provide the Board of Trustees and the Association with information regarding any recommendations for changes in the cafeteria benefit plan prior to requesting approval from the Board of Trustees. If maintenance of benefits costs more than the above appropriate negotiated amount, the Health Benefits Committee may recommend changes in the benefits or in the premium structure to the Board of Trustees.



The District shall maintain, as allowed by Section 125 of the Internal Revenue Code, a salary reduction plan for flexible spending accounts. Participating employees shall assume the cost of the individual annual participation fee.

Part-time teachers shall receive benefits proportional (based on FTE amount) to those received by full-time teachers.

Cafeteria Plan benefit contributions for a teacher who has been temporarily employed to replace a teacher on leave shall cease with the termination of that temporary employment except as the teacher is offered continuing employment.

**A. The Non-Participation Account**

On June 30<sup>th</sup> of each school year the amount of the “Cash Balance”, the “Reserve for Attachment Point” and the “Reserve for Run Out” of the Self-funded Health/Benefits plan will be reviewed to determine the distribution of the Non-Participation account. If the “Cash Balance” amount is less than 1.25% of the combined total of the “Reserve for Attachment Point” and the “Reserve for Run Out” amount then the amount in Non-Participation account will be placed in the Self-funded Health/Benefits Plan as it accumulates during the next school year. If the “Cash Balance” amount is greater than the 1.25% as explained above, then the amount in the Non-Participation account will be placed in the general fund budget as it accumulates during next school year.

**6.2 Unused Cafeteria Benefit**

Any cafeteria benefit amount not designated for use in the cafeteria plan may be used by the employee for a tax sheltered account available through the District payroll. If a teacher does not elect to use all the district contribution for cafeteria plan benefits or a tax sheltered account, the balance may be taken as cash. Part-time teachers may receive a prorated cash amount (minus the prorated single premium health insurance rate) if they choose not to be a member of the health plan.

**6.3 Benefit Summary**

A summary of Cafeteria Plan benefits shall be furnished to all teachers.

**6.4 Enrollment in the Health Insurance Plan**

New teachers may acquire current health insurance coverage beginning on September 1 by enrolling in the plan by September 10<sup>th</sup> and contributing the premium payment for September to the District. In order to enroll as a member of the group after the September deadline the employee must complete the membership forms and submit them to the District Business Office no later than the 10<sup>th</sup> of the month preceding the first month of coverage.

New teachers or new enrollees should inquire through the District Business Office as to procedures for enrolling. Employees have thirty (30) days from their eligibility date (first contracted workday) to enroll as a new member of the group. Any employee who desires to

have membership after the deadline date for the enrollment must apply and provide evidence of good health acceptable to the insurance company.

Coverage for eligible dependents included on the teacher's insurance application begins on the teacher's effective date for insurance coverage. Eligible dependents added later are subject to the terms of the insurance policy.

### **6.5 Cafeteria Plan Offerings**

The Health Benefits Committee shall recommend the required and optional offerings of a cafeteria plan of benefits to the Board of Trustees for approval. The cafeteria plan will include as a required minimum, Health Coverage (including Dental and Optical), and Life Insurance for employees.

### **6.6 Cafeteria Plan Obligation & Liability**

The School District's only obligation in the above Article is to make the appropriate payment including written authorized withholdings from the employee to the insurance policy, carrier, or trust. The School District is not obligated or held liable for the failure of an insurance policy, insurance company, insurance provider and/or trust to provide coverage and/or failure to pay benefits. The partially self-funded benefits program(s) is not subject to this Section.

## **ARTICLE VII - ASSIGNMENTS, TRANSFERS, VACANCIES AND PERSONNEL FILES**

### **7.1 Filling Positions**

Positions within the district may be filled by, but not necessarily in linear order, reassignment within a building, voluntary or involuntary transfer, advertised vacancy and/or through exchange. It is understood that the personnel needs of the district must supersede the needs of the individual in regard to assignment, voluntary transfer, involuntary transfer, vacancy and/or exchange.

### **7.2 Potential Openings**

The District Personnel Office will maintain a listing of "potential openings" for teaching positions in the district. This listing is for informational and communication purposes. This listing is not a vacancy announcement or a listing of positions that will be filled.

Teachers who are interested in a transfer to any potential opening on the list may make application for transfer. The transfer request forms are available online. The District may fill any position listed on the "potential openings" list according to the provisions listed above in Article 7.1 or may modify or eliminate the position.

### **7.3 Assignments**

For the purposes of this Article "assignment" shall be defined as the grade and/or course and/or classes the teacher shall teach within a building or within special education, K-5

counseling, library, music, ~~and~~ physical education, and within K-12 nursing. Assignments are not specified in the individual contracts.

The assignment of teachers shall be made by the Superintendent or the Superintendent's designee. Teachers wishing a change in assignment shall consult with their building principal or program administrator. The District administration shall determine which teacher is best qualified for the assignment.

The personnel office shall mail notification to all teachers at least fifteen (15) calendar days prior to the opening of school as to the following:

1. Building assignment
2. Subject area
3. Grade level

As the need arises, the administration may, after consultation with the teacher, make changes deemed necessary.

#### **7.4 Transfers**

“Transfer” shall be defined as an administratively effected change of personnel to an assignment within a different building. Teachers may initiate requests for voluntary transfers, and the administration may bring about involuntary transfers.

The Board and the Association both agree that voluntary and involuntary transfers may be both necessary and desirable to fulfill the District's policies and personnel needs.

Teachers wishing to voluntarily transfer to an assignment within another building shall complete the online transfer form. Administrators considering filling a District determined opening with a transfer may fill the opening with any teacher who has submitted a timely transfer request. A transfer request will be considered only for the calendar year in which it is submitted.

Teachers who have submitted a non-specific transfer request (i.e. any school(s), any grade level(s) and/or any assignment(s)) will be considered for all possible positions for which they are qualified, but there is no guarantee of a transfer interview.

Tenured teachers who have submitted a specific transfer request (i.e. specific school, specific grade level and/or specific assignment) will be guaranteed a transfer interview if they are among the top two most senior qualified teachers that have submitted a specific transfer request for that position. Specific transfer requests are limited to three (3) positions per calendar year.

During school breaks if either of the two most senior qualified teachers cannot be reached, the Association will be notified and the requirement to interview the teacher who cannot be

reached will be waived. The district is required to interview a teacher for transfer to the same or similar position within the same building only once per school year.

A transfer request for voluntary transfer to another building shall not be construed as an application to fill a District determined vacancy as defined below.

## **Involuntary Transfers**

The Board and Association agree that involuntary transfers should be confined to those situations that are to fulfill the District's policies and personnel needs.

Involuntary transfers resulting from a need for staff reduction within a building or within special education, K-5 counseling, library, music, ~~and~~ physical education, and within K-12 nursing shall be filled in the following manner:

During the school year: First, an open administrative request for qualified volunteers from within the building or from within special education, K-5 counseling, library, music, ~~and~~ physical education, and within K-12 nursing shall be conducted. Should no qualified teacher within that building or within special education, K-5 counseling, library, music, and physical education, and within K-12 nursing volunteer, then the qualified non-tenured teacher or if no non-tenured qualified teachers are available within the building or from within special education, K-5 counseling, library, music, and physical education, and within K-12 nursing then the tenured teacher with the least District seniority from within the building or from within special education, K-5 counseling, library, music, and physical education, and within K-12 nursing shall be involuntarily transferred.

During the summer months: First, the personnel manager shall check the voluntary transfer requests for qualified volunteers from within the building or within special education, K-5 counseling, library, music and physical education, and within K-12 nursing. Should there be no qualified voluntary transfer requests from within that building or from within special education, K-5 counseling, library, music, ~~and~~ physical education, and within K-12 nursing, then the qualified teacher with the least District seniority within the building or within special education, K-5 counseling, library, music, ~~and~~ physical education, and within K-12 nursing shall be involuntarily transferred.

“Qualified” as stated above means licensed to teach the subject or grade level.

For all involuntary transfers, the following shall apply: Before any teacher is subject to involuntary transfer, the teacher shall be provided a list of District reasons for the transfer, have the opportunity to discuss the transfer and submit any concerns in writing to the appropriate administrator within five (5) calendar days of receiving the list of district reasons. The administrator will give consideration to the written concerns prior to making a final decision. After the final decision regarding the involuntary transfer is made, the teacher shall be notified, in writing, within five (5) calendar days and shall be given specific reasons for the transfer.

Teachers who receive notice and are transferred to another building after the beginning of the school year shall, upon request, be given two working days scheduled by the school district to

relocate. The school district shall assist the teacher in moving materials and supplies to the new site.

## **7.5 Vacancies**

Vacancies shall be defined as the existence of a District-determined need to obtain additional staff resulting from unfilled assignments within the District.

Final decision for filling vacancies is the responsibility of the Board at the recommendation of the Superintendent.

The school district shall announce all new positions or vacancies in the appropriate unit to the present staff at least ten (10) calendar days prior to application deadline. During the summer recess, vacancies shall be posted on the District's website. These vacancies shall not include temporary vacancies of less than one year duration. Each teacher will be eligible to apply for any opening for which she/he is qualified.

Teachers wishing to apply for District-determined vacancies shall make application during the defined recruitment period. In each instance, following the application deadline date, existing qualified tenured staff who have applied shall be extended an interview, however existing tenured staff who were interviewed for the same or similar position during the voluntary transfer process, need not be interviewed again if the same interview instrument is used. It is understood that the personnel needs of the School District must supersede the needs of any applicant; it is further understood, however, that in all cases in which existing tenured staff applicants have qualifications equal to those of any out-of-district applicant, as determined through an interview process, the vacancy shall be offered to one of such existing tenured staff and that person shall have the first right to either accept or reject an offer to fill the vacancy.

Where specific training, experience, or other qualifications are prerequisites, such qualifications shall be stated in the vacancy notice.

### **Vacancies during the School Year**

Ten (10) calendar days before the deadline for application, information regarding vacancies shall be publicized by posting notices on the District's website.

The Board and Association recognize the importance of the continuity of teacher-student relationships as well as the fact that existing staff may best qualify for and desire a position becoming available during the school year. It is also recognized that the most prudent method of filling vacancies may occur at the beginning of the next school year in an attempt to satisfy the needs and desires of students, teachers, administration and Board.

If an existing staff member is selected to fill a vacancy, it shall be so announced. The administration, however, shall determine when the staffing change shall occur. A temporary teacher may be hired to complete the remainder of the school year in the initial vacancy. The successful, in-District applicant shall assume the duties of the initially advertised position no later than the beginning of the ensuing school year.

## **Vacancies During Summer Months**

Vacancies which occur during the summer vacation shall be publicly posted on the District's website at least ten (10) calendar days before the deadline for applications, except for vacancies that occur ten (10) days prior to or after the first Pupil Instruction Day.

Teachers who have specific interests in possible vacancies and who shall be absent from School District No. 1 for the summer or a portion of the summer may leave their temporary Out-of-District address with the office of the Superintendent to be contacted should a vacancy of interest occur.

Should a vacancy of interest occur, teacher notification shall be postmarked at least ten (10) calendar days prior to the application deadline date unless the vacancy occurs within ten (10) days of the beginning of the school year.

### **7.6 Exchange**

The District recognizes the value that a change of teaching assignment may provide to a tenured teacher and to the District. The potential for improved services, personal development, training, exposure to other cultures and teaching methods, and the opportunity to expand and explore areas of interest are factors that could be reasons to participate in a teacher exchange. At the completion of an initial in-District or out-of-District exchange, a reasonable effort shall be made to return the teachers to the assignments held immediately prior to the exchange. Teachers that do exchange in-District may mutually request by May 1 that the exchange be made permanent.

1. In-District: Tenured teachers who would like to exchange assignments for one year shall submit requests to their supervisors/principals by May 1. The supervisors/principals shall review the requests, conduct interviews, and forward recommendations to the Personnel Office for a final decision.
2. Out-of-District: A tenured teacher who would like to exchange assignments for one year with a teacher from another city, state or country shall submit a request to the appropriate supervisor/principal by May 1. Accompanying the request shall be pertinent information regarding the background and qualifications of the incoming teacher. The supervisor/principal shall review the request and forward the recommendation to the Personnel Office for a final decision.

### **7.7 Job Sharing**

Tenured Educator's may volunteer and the School District may, in its sole discretion agree that two or more educators may share a position. Job sharing will not be considered for Non-tenured staff.

If a job sharing is approved by the School District, the salary, leave time, seniority and benefits of the participating educators will be provided on a pro rata basis.

All educators participating in a job sharing arrangement will agree to attend all home visits, staff development meetings, CST meetings, IEP meetings and Parent-Teacher conferences at no additional cost to the District beyond a single FTE.

All job sharing proposals must be submitted by April 1 for the next school year. There is no guarantee that job-sharing positions will be granted at either of the Educator's home school(s).

At the end of each year the School District will evaluate the job sharing performance to decide if the job sharing is in the best interest of the students served. In the event the job sharing position is not renewed or continued it is understood that any or all educators participating in the job share will return to their original FTE amount and could be transferred to another building, at the School District's sole discretion in order to provide employment for the educators without displacing other educators in that building (this provision supersedes the in-voluntary transfer provision).

## **7.8 Representation and Dues**

The Board recognizes the Association as the sole and exclusive representative for all employees covered by this Agreement, and it is recognized that the Association is required to represent all such employees fairly and equally without regard to whether or not an employee is a member of the Association.

No employee shall be required to become a member of the Association as a condition of employment.

Any dispute concerning the amount, propriety, or the method of collection shall be solely between the affected bargaining unit employee and the Association.

The Association agrees to indemnify and hold harmless the School District, the Board, each individual Board member, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions in this Agreement between the parties for dues deduction. The defense of any such claims, suits, or other forms of liability shall be the responsibility of the Association and its attorneys.

## **7.9 Contracts**

Contracts shall be issued each year regarding the following subjects:

1. Length of the school year
2. Teaching salary
3. How salary is to be paid
4. Responsibility and duties of the teacher

## **7.10 Personnel Files**

Teachers shall have access to their personnel files according to procedures established by the District. The District shall further have the responsibility to prevent misuse of personnel files.

## **ARTICLE VIII - EMPLOYMENT STATUS OF TEACHERS**

### **8.1 Rehiring and Release**

#### **Preamble**

The District acknowledges the value and necessity of maintaining continuity in its educational program and staff.

The District shall determine when reductions in force are necessary and which areas shall be affected. The Board and Association recognize that at some future date budget requirements brought on by levy failure, reductions in pupil enrollment, changes in school funding, or other factors may require staff reductions beyond normal attrition achieved through resignation and retirement. If the Board has formally initiated a reduction in force, it shall notify the Association within four (4) calendar days of its decision. Such notice shall be in writing and shall indicate the area(s) which may be affected and reason(s) for the reduction in force. No reduction in force shall be initiated affecting existing teaching contracts unless the financial condition of the School District requires a reduction in the number of teachers employed.

#### **Order of Layoff**

In the event of a staff reduction, tenured teachers shall not be placed on layoff if there is a non-tenured teacher employed in a position requiring the same licensure.

Necessary staff reduction within the affected area(s) shall be achieved through the following steps in the order listed:

1. Normal attrition from retirement and resignation.
2. Non-tenured teachers.
3. If further reductions are required, tenured teachers shall be laid off on the basis of seniority as determined in this Article VIII.

Non-tenured teachers will be notified as to their non-reelection by June 1. This notification shall be in writing.

A tenured teacher who feels that justification for that teacher's release has not been given may appeal through the grievance procedure, unless the release was caused by a reduction in force.



A tenured teacher whose release was caused by a reduction in force may appeal through the grievance procedure only if the teacher contends that the language in this Negotiated Agreement for order of layoff has been violated.

## **8.2 Tenure**

Tenure of a teacher shall be in effect after three (3) years of consecutive teaching in the Helena School District and after the teacher is rehired for the fourth (4th) consecutive year.

## **8.3 Reduction in Force Policy - Tenured Teachers**

The Association and District agree that since 1981 the intent of the recall provisions of this Article was to provide recall privileges exclusively for teachers holding tenure on the teachers' effective date of layoff. The contract provisions and intent effective July 1, 1993, supersede any and all claims for recall based upon contract provisions in existence prior to the ratification date of this Agreement.

### **Definitions**

1. **Qualified:** Qualified means the tenured teacher holds a valid license from The Office of Public Instruction to teach in a particular subject matter category and grade level and has taught within the last ten (10) years in such subject matter category and grade level within Helena School District No. 1.
2. **Subject Matter:** Subject matter means the categories which are determined by the State Department of Public Instruction for endorsement purposes.
3. **Grade Level:** Grade level means the educational configurations K-8, 6-12. Preschool tenured teachers shall be included in the K-8 configuration. For reduction in force purposes, Adult Learning Center tenured personnel shall be considered a part of the 6-12 configuration. Title I/Resource Room/Self-Contained/Gifted tenured teachers shall be considered a part of any grade level configuration in which they are qualified to serve as defined in Article VIII, Section 3.

### **Seniority**

Tenured teachers within the affected subject area(s) and/or grade level(s) shall be considered for retention on the basis of their seniority and qualifications as defined in this Article VIII.

Seniority means the total length of continuous service with the District. Seniority shall begin to accrue as of the first day of the work year as defined in Article I, Section 1.2, of this Agreement.

Continuous service for a part-time tenured teacher shall be calculated on a pro-rated basis.

Only service during the tenured teacher's work year, as defined in the Negotiated Agreement, shall count toward seniority.

At least once a year, the Administration shall prepare from its records a seniority list which shall contain the name, seniority status, endorsement(s), and current teaching assignment(s) of each tenured teacher in the District. The Administration shall update this seniority list on or before January 1 of each school year. A copy of the seniority list shall be provided to the Association.

Seniority determination of tenured teachers with identical placement on the seniority list shall be based first, on total number of years of contracted teaching experience both within and outside of the District, and second, on the tenured teacher's level of education.

### **Loss of Seniority**

A tenured teacher shall lose seniority:

1. If the tenured teacher is dismissed for reasons other than a reduction in force and not subsequently reinstated without a break in continuous service;
2. If the tenured teacher retires;
3. If the tenured teacher resigns and is not subsequently reinstated without a break in continuous service;
4. If the tenured teacher overstays a leave of absence without obtaining an extension of the leave; or
5. If, after layoff, the tenured teacher fails to accept the second offer of full-time reemployment; or in the case of a part-time tenured teacher, a second offer equal to the extent of the last executed contract.

### **Displacement Provision**

A tenured teacher to be laid off shall displace the tenured teacher with the least seniority in a position requiring the same licensure if the tenured teacher to be laid off is qualified as previously defined.

If an administrator with tenure is laid off, that person shall be considered for retention as a teacher under the same conditions of seniority and recall as are applied to tenured teaching personnel.

### **Recall**

No new teacher shall be employed by the District while any qualified tenured teacher, willing to accept the position, is on layoff. A tenured teacher shall be recalled in inverse order from which the tenured teacher was laid off provided that the tenured teacher is qualified.

A part-time tenured teacher is entitled to recall to the extent of the teacher's last executed contract. No full-time tenured teacher shall be required to accept recall to less than a full-

time position. If a full-time tenured teacher accepts a part-time position, that teacher may retain recall status for a full-time position.

Tenured teachers placed on layoff shall retain all seniority, leave days, and tenure rights accrued as of the date of layoff; however, additional seniority and leave days shall not be earned during the period of layoff. Tenured teachers may continue in the insurance group by paying the premium during the period of layoff, if permitted under the insurance policy provision.

### **Recall Procedure**

1. When laid off, a tenured teacher shall maintain a current address with the District and shall sign a District-provided statement that the tenured teacher wishes to remain on the recall list.
2. Notice of recall shall be given by licensed mail (return receipt requested) to the last address given to the District by a tenured teacher. If a tenured teacher fails to respond by licensed mail (return receipt requested) within ten (10) calendar days after receipt of the above notice recall, or the notice is returned to the District, the tenured teacher will be deemed to have refused the position offered.
3. If a tenured teacher waives the right to reemployment in the position offered, that position shall be offered to the next eligible, qualified tenured teacher on the recall list.

### **Termination of Recall Rights**

Any tenured teacher who is laid off because of reduction in force shall remain eligible for recall for 24 months after the last day of employment unless the tenured teacher:

1. Waives recall rights in writing;
2. Resigns;
3. Retires;
4. Is terminated for cause;
5. Fails to accept a second offer of full-time reemployment; or, in the case of a part-time tenured teacher, a second offer equal to the extent of the last executed contract;
6. Fails to report to work within fourteen (14) calendar days to a position that the tenured teacher has accepted unless sick or injured;
7. Is not currently licensed; or
8. Accepts full-time reemployment as a teacher with the District.

#### **8.4 Reduction in Force Policy - Non-Tenured Teachers**

Determination of non-tenured teachers to be retained shall be based upon evaluation reports as provided in this Negotiated Agreement and the needs of the District. Determination of the release of non-tenured teachers shall not be subject to arbitration.

Non-tenured teachers shall not acquire seniority or recall rights until such teacher acquires tenure. Upon acquisition of tenure the seniority date shall relate back to a teacher's first day of continuous service.

Non-tenured teachers who have not been reelected within sixty-five calendar days following the last official school day of the previously contracted year must apply for District-determined vacancies as those vacancies are advertised out-of-District with the understanding that the personnel needs of the School District must supersede the needs of any applicant.

#### **8.5 Effect**

Nothing in the Article shall be construed to limit the authority of the District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff. Termination of teachers is governed by Montana Statutes, and nothing herein shall be construed to modify or limit the District's statutory rights or the teacher's statutory rights as provided by Montana Law.

#### **8.6 Residency**

The choice of place of residency shall be solely the concern of the teacher.

### **ARTICLE IX - PAYROLL DEDUCTIONS**

#### **9.1 Payroll Deductions**

The Board shall contribute to the Teacher's Retirement and to the Social Security program as prescribed by law.

In addition to those salary deductions required by law, salary deductions are permitted for the following:

1. Health insurance
2. Credit Union savings and payments
3. Tax sheltered annuities (Current business office practice requires participation by 10 people in each annuity)
4. United Way / Montana Shares contributions
5. Elective Section 125 deductions
6. Dues in conjunction with the Wellness Program (health clubs).

7. Other voluntary deductions are permitted with approval of both the School Board and the HEA Board of Directors.

Those individuals wishing to have any of the above deductions must appropriately authorize the business manager to do so.

HEA MFPE-NEA-AFT dues will be deducted in equal payments upon notification by the Association.

## **ARTICLE X - CURRICULUM**

### **10.1 Professional Staff Participation**

Teachers shall be asked to serve on committees formed during the course of the year for improvement of some phase of the school's program. Committees shall make recommendations to the Administration and the Board on revision in curriculum and instruction. These recommendations shall be considered by the Board in whole or in part.

## **ARTICLE XI - PARAEDUCATORS**

### **11.1 Para-Educators and Non-instructional Duties**

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that the teacher's energies should be utilized to this extent. Every effort is made to relieve the teacher of such activities as unnecessary non-professional supervision, clerical or custodial functions.

## **ARTICLE XII - SCHOOL CALENDAR**

### **12.1 Timeline**

The elementary-secondary school calendars shall be set at least six months in advance and available calendars are included as an appendix to this agreement.

### **12.2 Development**

The school calendar for each school year shall be developed and recommended by a committee consisting of an equal number of representatives of the Board and/or the Administration appointed by the School Board, and teachers appointed by the Association. This Committee shall recommend a calendar to the Board for final approval. The Board may, however, determine starting dates for future school calendars without incorporating the process defined herein.

## **ARTICLE XIII - BOARD POLICY**

### **13.1 Distribution of Manual**

An updated Board Policies Book shall be made available to teachers in each school.

## **ARTICLE XIV - TEACHER EVALUATION**

### **14.1 Purpose**

The primary goal of the District and its professional staff is to promote the personal growth of the students they serve. This common goal is supported by a personnel evaluation program that seeks to develop as competent a teaching staff as possible. Staff development is accomplished through evaluation used primarily to support the professional growth and improve the performance of teachers, and secondarily to make valid decisions related to assignments, retention, and termination.

Both the District and HEA have agreed upon the following provisions with respect to the purpose, management and implementation of the Teacher Evaluation.

- 1) The District and HEA agree that the specific provisions and requirements of Teacher Evaluation will be part of a governance document that is separate from this negotiated agreement but will hold the same standing and status as other language contained in this negotiated agreement. The Governance document is an addendum to this contract.
- 2) Labor/Management Committee. the Labor/Management Committee shall be authorized to clarify and interpret the Teacher Evaluation document and facilitate other issues related to the Teacher Evaluation. The Labor/Management Committee shall make recommendations for revisions of the Teacher Evaluation document to the HEA Board of Directors and the District's Board of Trustees for approval. The Labor/Management Committee shall be allowed to adjust the wording and structure of the Teacher Evaluation document as long as the original intent and philosophy remain intact. All changes made in the Teacher Evaluation document will be reviewed with the Board of Trustees and the HEA Board of Directors on an annual basis.

### **14.2 Mandatory Improvement Plan and Plan of Assistance**

If the evaluator considers a teacher's performance to be substandard the evaluator shall inform the teacher in writing of the substandard performance. At this time the evaluator shall discuss the problem area(s) with the teacher. The administration, at their sole discretion, may choose to place a teacher on a Mandatory Improvement Plan. If a Mandatory Improvement Plan is implemented the plan must cover no less than forty-five (45) school days.

In the Mandatory Improvement Plan, the evaluator shall state specific weaknesses and, in consultation with the teacher, shall outline the Plan of Assistance the evaluator and the District shall provide the teacher to help correct the weaknesses. In turn, the teacher has the

obligation to actively address and comply with the terms of the Plan of Assistance, as well as to explore other avenues to correct the weaknesses, as stated in the Mandatory Improvement Plan. The evaluator shall identify methods of evaluation and establish review dates.

At the end of the Mandatory Improvement Plan, the evaluator shall submit a written evaluation of the teacher's performance during the Mandatory Improvement Plan. The evaluation shall include a recommendation of retention or termination and shall be reviewed with the teacher. After discussion with the evaluator, the teacher shall have five (5) school days to provide written comment regarding the written evaluation. A signed copy of the written evaluation shall be given to the teacher; another copy shall be placed in the teacher's official personnel file in the District office. This section shall not preclude the District's legal right (20-4-207, M.C.A.) to dismiss teachers under contract and shall not be construed to require a Mandatory Improvement Plan before any such dismissal can be effected.

## **ARTICLE XV - GRIEVANCE PROCEDURE AND ARBITRATION**

No reprisals of any kind shall be taken by the Board or the Administration against any teacher nor shall the HEA or any teacher(s) take reprisal action against any member of the Board or Administration because of their participation in this grievance procedure.

### **Definition:**

1. Grievance: Any complaint, problem, or dispute based upon the conditions or circumstances under which an employee works.
2. Grievant: The teacher or teachers asserting a grievance and/or a HEA representative.
3. Day: Reference to days in this grievance procedure shall refer to working days. Working days are defined as all days excluding Saturdays, Sundays, and holidays as designated by 1-1-216 M.C.A.

### **15.1 Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievance(s) which may arise.
2. Nothing herein contained shall be construed as limiting the right of any teacher to discuss any matter informally with the appropriate member of the administration.

### **15.2 Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent.

Any problem(s) involving teachers' grievances shall be resolved in the following manner:

1. LEVEL ONE - INFORMAL-PRINCIPAL/SUPERVISOR

a. The grievant shall, within fifteen (15) days of the teacher's first knowledge of the facts upon which the grievance is based, discuss it with the principal or supervisor with the objective of resolving the matter informally.

2. LEVEL TWO-FORMAL PRINCIPAL/SUPERVISOR

a. If the grievant is not satisfied with the informal disposition of the grievance, the grievant may file a written grievance with the principal within ten (10) days of the informal meeting. The principal shall have five (5) days in which to make a written response to the grievance. The response shall include the reasons upon which the decision was based.

b. Within five (5) days of receiving the principal's written decision, the grievant should either file a written appeal to the Superintendent or the Superintendent's designee or notify the principal of acceptance of the decision.

3. LEVEL THREE- SUPERINTENDENT

a. Such submission to the Superintendent or the Superintendent's designee shall include copies of all materials submitted or received at Level One. The Superintendent shall have ten (10) days in which to investigate and hold hearings and submit a written response to the grievance.

b. The Superintendent shall, in all cases, within five (5) days, meet with the grievant in an effort to resolve the matter informally.

c. If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may file the grievance with the Board of Trustees. The grievance shall be filed within five (5) days of receiving the written decision of the Superintendent.

4. LEVEL FOUR - BOARD OF TRUSTEES

a. The Board of Trustees at a special Board meeting or no later than its regularly scheduled meeting shall hear the grievance.

b. The grievant may request that the grievance be heard in executive session.

c. After hearing the grievance, the Board shall have five (5) days to review the grievance and submit a written decision.

5. LEVEL FIVE - ARBITRATION

Subd. 1—Procedure: In the event that the parties are unable to resolve a grievance and the grievance involves contract language, only the Association at its sole discretion may submit the grievance to arbitration as defined herein, provided a notice of appeal is filed in the office



of the Superintendent within five (5) days of receipt of the decision of the District in Level Four.

Subd. 2—Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, either party may request the Board of Personnel Appeals to submit, within ten (10) days to both parties, a list of five (5) names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking two (2) names from the list in alternate order, and the name so remaining shall be the arbitrator. Failure to request an arbitration list from the Board of Personnel Appeals within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 3—Hearing: The grievance shall be heard by a single arbitrator, and the parties shall have the right to a hearing at which time both parties shall have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.

Subd. 4—Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of the arbitration decisions as provided by Montana Law.

Subd. 5—Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

### **15.3 Election of Remedies and Waiver**

The Association and/or teacher(s) instituting any actions, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this Agreement. Upon instituting a proceeding in another forum as outlined herein, the teacher(s) and/or Association shall waive his/her/their right to initiate a grievance pursuant to this Agreement or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE XVI - TEACHER RESPONSIBILITIES**

Each teacher has the responsibility:

1. To read and be familiar with the terms of the Teacher's Contract, Negotiated Agreement, faculty handbook, and Board Policy;
2. To register a valid teaching license with the County Superintendent of Schools;
3. To receive approval of the building principal when out of the school building during the school day;
4. To attend faculty meetings unless excused by the building principal.

### **STATEMENTS/ACTIONS DURING NEGOTIATION**

The Trustees and Administrators of School District No. 1 and the HEA jointly agree that there shall be no reprisal or recriminations against one another for statements made or actions engaged in during negotiations.

### **DISTRIBUTION OF AGREEMENT**

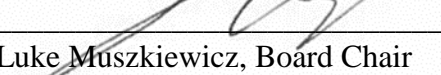
This Agreement shall be provided electronically and will be available to all teachers employed, hereafter employed, or offered employment by the Board.

**SUCCESSOR AGREEMENT**

This Agreement shall automatically be renewed and shall continue in force and effect for additional periods of one (1) year unless the Association gives notice to the Board, no later than November 1 prior to the expiration date, of its desire to reopen certain provisions of the Agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions.

IN WITNESS THEREOF the parties have caused their names to be hereunto subscribed by the Chair of the Board of Trustees and the President of the Helena Education Association on the following day and year.

BOARD OF TRUSTEES, SCHOOL DISTRICT NO. 1  
LEWIS AND CLARK COUNTY, MONTANA

By   
Luke Muszkiewicz, Board Chair

Dated July 1, 2019

HELENA EDUCATION ASSOCIATION  
HELENA, MONTANA

By   
Kim Stout, HEA President

Dated June 28, 2019

## PCAP Salary Schedule 2019-2020

Steps	PCAP1 w/ Percentage Increases
0	\$39,697
1	\$41,047
2	\$42,397
3	\$43,747
4	\$45,097
5	\$46,995
6	\$48,345
7	\$49,695
8	\$51,045
9	\$52,395
10	\$55,449
11	\$56,799
12	\$58,149
13	\$59,499
14	\$60,849
15	\$63,904
16	\$65,254
17	\$66,604
18	\$67,954
19	\$69,304
20	\$71,653
21	\$73,003
22	\$74,353
23	\$75,703
24	\$77,053
GRANDFATHERED	\$77,758

\*For the 2019-2020 school year, the District will pay each full-time teacher \$1,000, or prorated on your FTE bonus in September 2019 in addition to their step movement. The HEA and District agree to create a work group and adjust the PCAP salary schedule with a final agreement by mid December 2019. The HEA and District agree to an additional retirement incentive to be offered by October 1, 2019.

**Traditional Salary Matrix for 2019-2020**

	BA	BA1	BA2	BA3	MA	MA1	MA2
0	\$31,627.00	\$32,570.00	\$33,542.00	\$34,485.00	\$35,456.00	\$36,399.00	\$37,343.00
1	\$32,737.00	\$33,791.00	\$34,846.00	\$35,900.00	\$36,954.00	\$38,009.00	\$39,035.00
2	\$33,847.00	\$35,012.00	\$36,150.00	\$37,315.00	\$38,453.00	\$39,618.00	\$40,728.00
3	\$34,957.00	\$36,233.00	\$37,454.00	\$38,730.00	\$39,951.00	\$41,227.00	\$42,421.00
4	\$36,067.00	\$37,454.00	\$38,758.00	\$40,145.00	\$41,449.00	\$42,837.00	\$44,113.00
5	\$37,176.00	\$38,675.00	\$40,062.00	\$41,560.00	\$42,948.00	\$44,446.00	\$45,806.00
6	\$38,286.00	\$39,896.00	\$41,366.00	\$42,976.00	\$44,446.00	\$46,055.00	\$47,498.00
7	\$39,396.00	\$41,116.00	\$42,670.00	\$44,391.00	\$45,944.00	\$47,665.00	\$49,191.00
8	\$40,506.00	\$42,337.00	\$43,974.00	\$45,806.00	\$47,443.00	\$49,274.00	\$50,883.00
9	\$41,616.00	\$43,558.00	\$45,279.00	\$47,221.00	\$48,941.00	\$50,883.00	\$52,576.00
10	\$42,726.00	\$44,779.00	\$46,583.00	\$48,636.00	\$50,439.00	\$52,493.00	\$54,269.00
11	\$42,726.00	\$46,000.00	\$47,887.00	\$50,051.00	\$51,938.00	\$54,102.00	\$55,961.00
12	\$42,726.00	\$46,000.00	\$49,191.00	\$51,466.00	\$53,436.00	\$55,711.00	\$57,654.00
13	\$42,726.00	\$46,000.00	\$49,191.00	\$52,881.00	\$54,934.00	\$57,321.00	\$59,346.00
14	\$42,726.00	\$46,000.00	\$49,191.00	\$52,881.00	\$56,433.00	\$58,930.00	\$61,039.00
15	\$42,726.00	\$46,000.00	\$49,191.00	\$52,881.00	\$57,931.00	\$60,539.00	\$62,731.00
16	\$42,726.00	\$46,000.00	\$49,191.00	\$52,881.00	\$59,429.00	\$62,149.00	\$64,424.00
17	\$44,391.00	\$47,665.00	\$50,856.00	\$54,546.00	\$61,094.00	\$63,814.00	\$66,089.00
18	\$44,391.00	\$47,665.00	\$50,856.00	\$54,546.00	\$61,094.00	\$63,814.00	\$66,089.00
19	\$44,391.00	\$47,665.00	\$50,856.00	\$54,546.00	\$61,094.00	\$63,814.00	\$66,089.00
20	\$44,668.00	\$47,942.00	\$51,133.00	\$54,823.00	\$61,372.00	\$64,091.00	\$66,366.00
21	\$44,668.00	\$47,942.00	\$51,133.00	\$54,823.00	\$61,372.00	\$64,091.00	\$66,366.00
22	\$44,668.00	\$47,942.00	\$51,133.00	\$54,823.00	\$61,372.00	\$64,091.00	\$66,366.00
23	\$44,946.00	\$48,220.00	\$51,411.00	\$55,101.00	\$61,649.00	\$64,368.00	\$66,644.00
24	\$44,946.00	\$48,220.00	\$51,411.00	\$55,101.00	\$61,649.00	\$64,368.00	\$66,644.00
25	\$44,946.00	\$48,220.00	\$51,411.00	\$55,101.00	\$61,649.00	\$64,368.00	\$66,644.00
26	\$45,223.00	\$48,497.00	\$51,688.00	\$55,378.00	\$61,927.00	\$64,646.00	\$66,921.00
27	\$45,223.00	\$48,497.00	\$51,688.00	\$55,378.00	\$61,927.00	\$64,646.00	\$66,921.00
28	\$45,223.00	\$48,497.00	\$51,688.00	\$55,378.00	\$61,927.00	\$64,646.00	\$66,921.00
29	\$45,501.00	\$48,775.00	\$51,966.00	\$55,656.00	\$62,204.00	\$64,923.00	\$67,199.00
30	\$45,501.00	\$48,775.00	\$51,966.00	\$55,656.00	\$62,204.00	\$64,923.00	\$67,199.00

## HPS EXTRA-DUTY COMPENSATION SCHEDULE

The Helena Education Association does not represent coaches or extra duty stipend workers. The following Extra-Duty compensation Schedule base amount for each activity reflects the base amount in school year 2019. Future adjustments to these base amounts should be negotiated and agreed upon between HEA and the Helena School District. Adjustment to the amount will be a set dollar amount added to each base as agreed upon by the HEA leadership and school district Administration.

### High School

<u>Activity</u>	<u>Base Rate</u>
<b>Basketball:</b>	
High School Head Coach	\$5,380
Assistant Varsity & JV Coach	\$3,680
Sophomore Coach	\$3,628
Freshman Coach	\$2,909
<b>Football:</b>	
High School Head Coach	\$5,411
Assistant Varsity Coach	\$3,554
Freshman Head Coach	\$2,188
Freshman Assistant Coach	\$2,173
State Week (if applicable)	\$255
<b>Wrestling:</b>	
High School Head Coach	\$5,076
Assistant Varsity Coach	\$3,548
<b>Cross Country:</b>	
High School Head Coach	\$3,161
Assistant Varsity Coach	\$2,296
<b>Track:</b>	
High School Head Coach	\$4,699
Assistant Varsity Coach	\$3,210
<b>Softball:</b>	
High School Head Coach	\$4,260
Assistant Varsity Coach	\$3,247
JV Head Coach	\$2,477
JV Assistant Coach	\$2,302

## Activity

## Base Rate

### **Swimming:**

High School Head Coach	\$3,032
Combined Head Coach (Both High Schools)	\$4,192
Assistant Coach	\$2,210

### **Tennis:**

High School Head Coach	\$3,698
Assistant Varsity Coach	\$2,832
Asst. J. V. (2 positions split salary)	\$3,600

### **Golf:**

High School Head Coach	\$3,984
Assistant Coach	\$2,200

### **Volleyball:**

High School Head Coach	\$5,125
Assistant Varsity Coach	\$3,247
Sophomore Coach	\$3,106
Freshman Coach	\$2,360

### **Soccer:**

High School Head Coach	\$2,989
Assistant Coach	\$2,418
Freshman/Sophomore Coach	\$1,660

### **Cheerleader/Drill Team:**

H.S. Varsity Cheerleader Sponsor	\$4,134
J.V. & Soph. Cheerleader Sponsor	\$2,870
High School Drill Team Sponsor	\$2,501

### **Speech & Debate:**

High School Head Coach	\$4,180
Assistant Coach	\$2,470

## Activity

## Base Rate

### **Drama:**

High School Head Coach	\$5,405
Assistant Coach	\$3,268

### **Pep Band:**

Pep Band (practice outside school day)	\$1,298
Pep Band (practice within school day)	\$810

### **H.S. Band, Choir & Orchestra:**

Main Instructor	\$3,863
Associate Instructor (Percentage of main instructor's salary based on FTE for curricular assignment in this area.)	

### **Other Extra Duty Assignments:**

Calendar/Facilities Coordinator (1 each HS)	\$1,200
Specific Activity Coordinators	Various
Vigilante Stadium Coordinator	\$994
VICA	\$1,903
DECA	\$2,538
Business Professionals of America	\$2,600
Plymouth Troubleshooters	\$1,086
High School Concessions Manager	\$5,076
Music Festival Manager	\$2,421
School Newspaper	\$1,719
High School Annual	\$1,894
PAL Annual	\$1,022

**Any hourly activities will be paid an hourly rate at the discretion of the Activities Administrator.**

Note: \*Amounts shall be increased further at the rate of 1% of the base rate for each year of In-District experience regardless of level within a specific High School extra-curricular program identifiable in the High School extra-duty compensation schedule. The number of years of experience shall not be affected by the level of assignment.



**HELENA SCHOOLS  
EXTRA-DUTY COMPENSATION SCHEDULE  
Middle Schools**

	<b>Base Rate</b>
<b>CROSS COUNTRY</b>	
6/7/8 Lead Coach	\$586
6/7/8 Coach	\$509
<b>VOLLEYBALL</b>	
6/7/8th Lead Coach	\$641
6/7/8th Coach	\$594
<b>WRESTLING</b>	
6/7/8 Lead Coach	\$638
6/7/8 Coach	\$555
<b>BASKETBALL (Boys &amp; Girls)</b>	
6 <sup>th</sup> /7/8 Lead Coach	\$641
6/7/8 Coach	\$594
<b>TRACK</b>	
6/7/8 Lead Coach	\$644
6/7/8 Coach	\$562

Program Coordinator for volleyball and basketball will do all scheduling for the program (Boys & Girls together). Program Coordinator for cross country, wrestling, and track will schedule practices and design practices for their sports.

After 5 years of coaching middle school program a \$25 increase will be added to the salary for that coach and then \$25 every 5 years thereafter if still coaching.

NOTE: (The 1% per year experience increase in the extra duty schedule no longer applies to the middle school extra-duty schedule).

Middle School Band, Orchestra, Choir

Curricular wage (Currently \$20/hour for outside school day performances)

Approximate Performance hours per year per school:

Band	12 hours or \$240
Orchestra	6 hours or \$120
Choir	10 hours or \$200

**SHORT-TERM EXTRA-DUTY ASSIGNMENTS FOR  
ATHLETIC EVENTS**

- A. Teachers who are assigned to work at taking or selling tickets or other similar duties at student extra-curricular functions will be paid minimum wage.
- B. Assignments will be made equitably among all staff members who volunteer to work at these activities. All teachers are encouraged to volunteer for these assignments.
- C. If there are insufficient volunteers, assignments may be offered to other District or non-District personnel.
- D. Where special talents are needed, those qualified will have priority.

## **Educator Evaluation Governance Document**

- √ *As part of the educator evaluation process, every educator will be informally observed through classroom walk-throughs not less than twice annually by their supervising administrator.*
- √ *Educators will receive feedback from each walk-through electronically or via hard-copy notes.*
- √ *Non-tenured educators and educators in year three of the evaluation cycle will have walk-through data included in their formal evaluation documentation.*
- √ *Classroom walk-through data may also be used to frame building professional development needs and building school improvement plans.*
- √ *Designed to promote continual professional growth and educator effectiveness.*

***Please note—any administrator has the management right to enter and observe classrooms and provide feedback to educators (this is not a change; they have always had that right).***

### **Implementation**

- All educators in the Helena School District will submit a Professional Growth Plan (PGP) annually.
  - The PGP will satisfy the requirement for Career Development Plan (CDP) for those on PCAP.
  - In lieu of the Professional Growth Plan, new hires will complete the CDP class.
- Non-tenured educators will begin the formal evaluation process the first year of plan implementation and will be evaluated yearly until tenure is obtained.
- All special programs to be included (i.e. Explore School, Starbase, Special Ed. Preschool, Access to Success)
- Summative evaluations will include 2 formal cycles with pre-conference and post-conference meetings.

### **Timeline**

- **Non-Tenured**
  - Professional Growth Plan annually after year 1
  - Formal evaluation cycle twice annually
  - Minimum of 2 annual walkthroughs
- **Tenured**
  - Professional Growth Plan annually
  - Formal summative evaluation once every 3 years
  - Minimum of 2 annual walk-throughs

### **Administrative Responsibilities**

- All administrators will annually conduct a minimum of two classroom walk-throughs for each educator under their supervision and provide feedback to the educator as well as collect data for professional development considerations and SIP development
- Each tenured educator will be formally observed and evaluated every three years. Non-tenured educators will be formally observed and evaluated annually.

### **Career Development Plan (CDP)/Professional Growth Plans (PGP)**

- Every educator will write a CDP/PGP starting in 2012-2013
- Incorporation of Professional Learning Communities
- Peer Collaboration
- Connection to the standards on the rubric