

PERSONNEL

Termination of Employment

*Dismissal and Non-renewal*

The Board, after receiving the recommendations of the Superintendent, will determine the non-renewal or termination of certified and classified staff, in conformity with state statutes and applicable District policies.

*Resignation*

Certified and classified personnel will generally be expected to fulfill the terms of their contracts, unless clearly compelling, mitigating circumstances prevent the individual from doing so. The Superintendent is authorized to accept the resignation of an individual employee and must report such resignation to the Board at the next regularly scheduled meeting. A certified employee who resigns after signing a contract with the District may face disciplinary action related to the employee's certificate.

*Reduction in Force*

The Board has exclusive authority to determine the appropriate number of employees. A reduction in employees may occur as a result of, but not be limited to, changes in the education program, staff realignment, changes in the size or nature of the student population, financial considerations, or other reasons deemed relevant by the Board.

The Board will consider in no particular order all or some of the following criteria in determining order of dismissal when it reduces staff;

- performance evaluations,
- staff needs,
- seniority,
- experience inside and outside the district,
- professional development,
- curricular or industry knowledge,
- endorsements and/or certifications, and / or
- other reasons it deems relevant.

For any employees covered by a collective bargaining agreement the Board will follow the procedure stated in the current CBA when considering a reduction in force.

### *Payment of Wages Upon Termination*

When a District employee quits, is laid off, or is terminated, wages owed will be paid on the next regular pay day for the pay period in which the employee left employment or within fifteen (15) days, whichever occurs first. In the case of an employee terminated for allegations of theft connected to the employee's work, the District may withhold the value of the theft, provided the employee agrees in writing to the withholding or charges have been filed with law enforcement within (7) business days of separation. If no charges are filed against the employee within thirty (30) days of the filing of the report with law enforcement, wages are due upon the expiration of the thirty (30) day period.

Legal References:     § 20-4-204, MCA     Termination of tenure teacher services  
                           § 20-4-206, MCA     Notification of non-tenure teacher re-election –  
                           acceptance – termination  
                           §20-4-207, MCA     Dismissal of a teacher under contract  
                           §10.55.701, ARM     Board of Trustees  
                           §10.57.611, ARM     Substantial Material Non-Performance  
                           *Booth v. Argenbright*, 225 M 272, 731 P.2d 1318, 44 St. Rep. 227 (1987)

Cross References:    Helena Public Schools Employee Handbook  
                           Helena Public Schools Administrators' Handbook

#### Policy History:

Adopted on:             8.13.2013  
Revised on:            9.12.2023