



*The Helena Public Schools educate, engage, and empower each student to maximize his or her individual potential with the knowledge, skills and character essential to being a responsible citizen and life-long learner.*

## Board of Trustees Meeting

Lincoln Center | 1325 Poplar St. | Helena, MT 59601

Tuesday, March 12<sup>th</sup>, 2024 - 5:30 p.m.

Lincoln Board of Trustees Conference Room and  
via TEAMS

[Click here to join the meeting](#)

---

## AGENDA

### I. CALL TO ORDER /PLEDGE OF ALLEGIANCE

### II. REVIEW OF AGENDA

### III. RECOGNITIONS

#### A. State Wrestling Champion-Capital High School

Congratulations to Capital High School student Cole Graham who is the State Wrestling Champion in the 182-pound weight class. Special thanks to Shawn Graham, Head Wrestling Coach at Capital High School, for all that he does to support students.

#### B. State Swimming Champion-Helena High School

Congratulations to Helena High's Garrett Krattiger who is the State Swimming Champion in the 100 Yard Backstroke Boys and the 500 Yard Freestyle Boys and set a new state record time!!! Special thanks to swimming coaches Julia Shannon and Lisa Sommers for all that they do to support students.

#### C. DECA National Qualifiers-Capital High School

Congratulations to the following students with great performances at the recent state DECA competition who have now qualified for DECA's National Conference in Anaheim, California April 27-30, 2024. Thank you to DECA advisors, Levi Dawes, and Jessica Freeman for all that they do for students.

- Taylor Ferretti - Accounting Applications Series and Financial Consulting Event
- Byron Lloyd - Accounting Applications Series

- Ryan Ashley - Personal Financial Literacy
- Kynzie Belcher - Quick Serve Restaurant Management
- Kate Berg, Brielle Heller, Sarah Logan - Sales Project
- Addy Perschon, Vienna Teders - Sales Project
- Taylor Ferretti, Addy Perschon, Vienna Teders - Start-Up Business Plan
- Hailey Sorenson - School Based Enterprise Academy (School Based Enterprise Gold Certification)
- Idil Birgul - School Based Enterprise Academy (School Based Enterprise Gold Certification)
- Nolan Frazier - Ignite Leadership Academy
- Daniel Kockler - Ignite Leadership Academy
- Mercy Dulaney - Elevate Leadership Academy
- Brielle Heller, Kate Berg, and Kynzie Belcher - Gold Status for the Bear Necessities in the School Based Enterprise Competition

D. **DECA National Qualifiers-Helena High School**

Congratulations to the following students with great performances at the recent state DECA competition who have now qualified for DECA's National Conference in Anaheim, California April 27-30, 2024. Thank you to Helena High School DECA advisor, Kacey Askin, for all that he does for students.

- Layla Riggs - Principles of Hospitality and Tourism
- Taya Munden - Retail Management Services
- Aysia Phattavong - Entrepreneurship
- Cate Hardan and Makenzie Groom - Ignite Leadership Conference
- Claire Eaton - Elevate Leadership Conference
- Matt Velasquez, Inara Guliyeva, and Michael Leyva - Gold Status for the Catty Shack in the School Based Enterprise Competition

E. **National Merit Finalists-Capital High School**

Congratulations to the following students who have advanced from the round of more than 15,000 semifinalists to now being honored as National Merit Finalists. Representing less than 1 percent of U.S. high school seniors, National Merit Finalists are selected on the basis of their skills, accomplishments, and potential for success in rigorous college studies.

- Anna Gates
- Carter Hoffman
- Liam McAdams

F. **National Merit Finalists-Helena High School**

Congratulations to the following students who have advanced from the round of more than 15,000 semifinalists to now being honored as National Merit Finalists. Representing less than 1 percent of U.S. high school seniors, National Merit Finalists are selected on the basis of their skills, accomplishments, and potential for success in rigorous college studies.

- Kai Moser
- Annika Nehring

G. **State Theater Recognition-Capital High School**

Congratulations to the Capital High Thespian Troupe for winning Best Costumes in the state competition, as well as the Tech Olympics team placing first at the state competition.

Congratulations to June Forsythe who was appointed Communications Officer for the State Thespian Board, which includes all the social media for the festival. Special thanks to educator Laura Brayko for everything she does to support her students.

H. **State Theater Recognition-Helena High School**

Congratulations to the Helena High Thespian Troupe for winning Outstanding Comedy in the state competition, and congratulations to Gibson Grigg for winning Outstanding Performer. Special thanks to educator Roger Scruggs for everything he does to support his students.

IV. **SUPERINTENDENT’S REPORT**

V. **GENERAL PUBLIC COMMENT**

*This is the time for comment on public matters that are not on the agenda. Public matters do not include any pending legal matters, private personnel issues or private student issues. Please do not attempt to address such issues at this time or you will be ruled out of order. The Board cannot enter into a discussion during General Public Comment.*

VI. **NEW BUSINESS**

A. **Consent Action Items**

1. Personnel Actions
2. Warrants
3. Out-Of-District Attendance Agreements (Non-Resident Students Attending HPS)

4. Out-Of-District Attendance Agreements (Helena Students Attending Other Districts)
5. 02.13.24 Full Board Meeting Minutes
6. 02.20.24 Special Board Meeting Minutes-Open Session
7. 02.20.24 Special Board Meeting Minutes-Closed Session
8. 02.24.24 Special Board Meeting Minutes
9. Consideration For Approval of Resolutions of Intent to Increase (Decrease) Non-voted Levies
  - a) Approval of Resolution of Intent to Increase (Decrease) Non-voted Levies – Elementary District
  - b) Approval of Resolution of Intent to Increase (Decrease) Non-voted Levies – High School District

**B. Items For Action**

1. Approval of K-5 Eureka2 Math Curriculum Purchase
2. Calendar Committee Proposal for the 2024-2025 School Calendar
3. Approval of HPS-HEA Teacher Collective Bargaining Agreement
4. Approval of Helena High School Re-roof Bid
5. Approval of Capital High School Re-roof Bid
6. Approval of Smith Elementary School Re-roof Bid
7. Policy 3050 Student Discipline
8. Policy 3080 Maintenance of Student Records
9. Policy 4040 School, Student, Parent, Family and Community Engagement in Education
10. Policy 8225 Tobacco and Marijuana Free Schools

**C. Reports**

1. Student Representatives Report
2. Helena Education Association Report
3. Facilities & Maintenance Committee Report
4. Budget & Finance Committee Report
5. Policy Committee Report
6. Teaching & Learning Committee Report
7. Health Benefits Committee Report
8. Wellness Committee Report
9. Montana School Boards Association Report
10. Parent Council Visit Reports

VII. UPCOMING MEETINGS

VIII. BOARD COMMENTS

IX. ADJOURNMENT

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item III.**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:      Recognitions**

- A. State Wrestling Champion-Capital High School
- B. State Swimming Champion-Helena High School
- C. DECA National Qualifiers-Capital High School
- D. DECA National Qualifiers-Helena High School
- E. National Merit Finalists-Capital High School
- F. National Merit Finalists-Helena High School
- G. State Theater Recognition-Capital High School
- H. State Theater Recognition-Helena High School

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item IV.**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title: Superintendent's Report**

HELENA SCHOOL DISTRICT #1  
OFFICE OF THE SUPERINTENDENT

To: *Board Chair Ms. Siobhan Hathhorn and Board of Trustees*  
FROM: *Mr. Wetz, Superintendent*  
RE: *Superintendent Report*  
DATE: *March 12th, 2024*

- Remembrance
  
- Recognition
  - March 1<sup>st</sup>, 2024, Maintenance Worker Appreciation Day
  - March 1<sup>st</sup>, 2024, National Employee Appreciation Day
  - Congratulations to Educator Mrs. Kimberly Carson from Hawthorne Elementary School who was selected as the 105.3 KMTX January Teacher of the Month!!
  - Thank you to the Myrna Loy arts education outreach program for bringing in world-renowned Italian guitarist Luca Stricagnoli to visit with students in Mr. Cleary's music tech class at C.R. Anderson.
  - Congratulations to all the outstanding performers in the Night to Shine event and thank you to the DECA advisors, Kacey Askin, Jessica Freeman, and Levi Dawes for heading up this great community event. Thank you to the premier sponsor Stockman Bank for sponsoring this event along with many amazing additional business sponsors from across the community.
  - Thank you to Lisa Cordingley, Becca Leaphart, and the Helena Education Foundation for distributing lots of Spark and Great Ideas Grants to our outstanding educators across the district. Thank you to HEF as well for orchestrating the Trading Places event on March 5<sup>th</sup>. Trading Places helps strengthen the ties between our schools and the community at large.
  
- New Business
  - Safety and Security Levy/Technology Levy
  - Consensus Based Negotiations: HSD – HEA Update
  - AA Superintendents' Interview with Media TV/Print
  - Helena Public Schools/Alliant Benefit Discussion
  - HPS/SMA Facilities Master Plan Key Stakeholders Meeting- March 7<sup>th</sup>
  - May Butler Center RFP Update



HELENA SCHOOL DISTRICT #1  
OFFICE OF THE SUPERINTENDENT

- Teacher Mentoring Program Update
- HSD Charter Schools Contracts Update
- MAST
- Education Interim Committee Visit at Central Elementary-  
March 11<sup>th</sup>
  
- Outreach/Meetings
  - Cabinet & Leadership
  - Hometown Helena-HSD Presenting
  - 2024 Spring Legal & Technology Conference (SAM)-March 11<sup>th</sup> and 12<sup>th</sup>
  - MQEC Board of Directors Meeting-March 14<sup>th</sup>
  - Board Leadership
  - AA Superintendents
  - HEA/HSD Meeting
  - HEF Board Meeting
  - HEF Executive Committee
  - TV, Print, Radio Media
  - Teacher Advisory Committee /FMP Key Stakeholder Meeting
  
- Other
  - No School March 25<sup>th</sup> through March 29<sup>th</sup> Spring Break

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item V.**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:      General Public Comment**

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item VI.A.1. - A.9**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:        Consent Action Items**

1. Personnel Actions
2. Warrants
3. Out-Of-District Attendance Agreements (Non-Resident Students Attending HPS)
4. Out-Of-District Attendance Agreements (Helena Students Attending Other Districts)
5. 02.13.24 Full Board Meeting Minutes
6. 02.20.24 Special Board Meeting Minutes-Open Session
7. 02.20.24 Special Board Meeting Minutes-Closed Session
8. 02.24.24 Special Board Meeting Minutes
9. Consideration For Approval of Resolutions of Intent to Increase (Decrease) Non-voted Levies
  - a. Approval of Resolution of Intent to Increase (Decrease) Non-voted Levies – Elementary District
  - b. Approval of Resolution of Intent to Increase (Decrease) Non-voted Levies – High School District

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

## PERSONNEL ACTIONS

February 14, 2024 – March 12, 2024

### CERTIFIED PERSONNEL

#### Appointments

<u>Location/Assignment</u>	<u>Name</u>	<u>Offered Salary</u>	<u>Accepted Salary</u>	<u>Start Date</u>
Warren/Teacher	Johnson, Nicholas	\$222.54/day	\$222.54/day	03/04/2024
CRA/Health/PE Teacher	Kraft, Duncan	\$222.54/day	\$222.54/day	02/12/2024
Bryant/Grade 5	Pepper, David	\$265.20/day	\$265.20/day	02/20/2024

*\*Salary is subject to the Collective Bargaining Agreement and will be adjusted accordingly.*

#### Terminations/Retirements

<u>Location/Assignment</u>	<u>Name</u>	<u>Reason</u>	<u>Effective</u>
LOAWOP/School Psychologist	Weisberg, Alexandria	Resignation	06/07/2024

#### Leaves

<u>Location/Assignment</u>	<u>Name</u>	<u>Term</u>	<u>Type of Leave</u>
Bryant/PreSchool	Baumeister, Marianne	08/2024 to 06/2025	LOAWOP
HMS/English	Berry, Kristin	08/2024 to 06/2025	LOAWOP
Warren/Grade 4	Bonney, Angela	08/2024 to 06/2025	LOAWOP
Warren/Grade 2	Ford, Danielle	08/2024 to 06/2025	LOAWOP
CHS/English	Irby, James	08/2024 to 02/2025	Sabbatical ½ year
Warren/Grade 5	Komac, Ashley	08/2024 to 06/2025	LOAWOP
HHS/German	Langreder, Henry	08/2024 to 06/2025	LOAWOP
CHS/English	Leaphart, Rebecca	08/2024 to 06/2025	LOAWOP
Bryant-Central/Music	Nyhof, Abigail	08/2024 to 06/2025	LOAWOP
CRA/Mathematics	Petaja, Katherine	02/16/2024 to 06/2025	LOAWOP
Broadwater/Grade 3	Sichelstiel, Jessica	08/2024 to 06/2025	LOAWOP
Central/Grade 2	Shields, Martel	08/2024 to 06/2025	LOAWOP

Jefferson/Special Education  
Rossiter/Special Education

Smith, Stacy  
Stief, Halstyn

08/2024 to 06/2025  
08/2024 to 06/2025

LOAWOP  
LOAWOP

**CLASSIFIED PERSONNEL**

**Appointments**

<b><u>Location/Assignment</u></b>	<b><u>Name</u></b>	<b><u>Offered Salary</u></b>	<b><u>Accepted Salary</u></b>	<b><u>Start Date</u></b>
CRA/General Secretary	Hatch, Amanda	\$19.43/hr.	\$19.43/hr.	02/12/2024 **
HHS/Float Custodian	Helmbrecht, Brian	\$16.65/hr.	\$16.65/hr.	03/11/2024
IT/Administrative Secretary	Johnson, Tina	\$20.10/hr.	\$20.10/hr.	03/28/2024
Smith/Custodian	May, Damian	\$16.65/hr.	\$16.65/hr.	03/07/2024
Hawthorne/Elementary Secretary	Miller, Linda	\$18.66/hr.	\$18.66/hr.	01/23/2024 **
Transportation/P-T Tech Support Spec.	O'Mara, John	\$28,972.80/yr.	\$28,972.80/yr.	04/01/2024
HHS/Office Manager-Secretary	Rainey, Anne	\$20.10/hr.	\$20.10/hr.	02/20/2024

\*\* Start Date Correction\*\*

**Terminations/Retirements**

<b><u>Location/Assignment</u></b>	<b><u>Name</u></b>	<b><u>Reason</u></b>	<b><u>Effective</u></b>
HHS/General Secretary	Friede, Cristi	Retirement	06/06/2024
HHS/General Secretary	Gustafson, Kelli	Retirement	06/06/2024
CRA/General Secretary	Hatch, Amanda	Resignation	02/16/2024
Smith/Custodian	Littlefield, Melissa	Resignation	02/29/2024

**Leaves**

<b><u>Location/Assignment</u></b>	<b><u>Name</u></b>	<b><u>Term</u></b>	<b><u>Type of Leave</u></b>
-----------------------------------	--------------------	--------------------	-----------------------------

**SUPPLEMENTARY CONTRACT ASSIGNMENT**

<b>Last Name</b>	<b>First Name</b>	<b>Position</b>	<b>School</b>	<b>Amount</b>
Curry	Bryana	Basketball-Girls Coach	CRA	\$594.00

Curtis	Mikayla	Basketball-Boys Coach	HMS	\$594.00
Pattison	Mikayla	Basketball-Girls Coach	HMS	\$594.00
Forsman	Emily	Basketball-Girls Coach	CRA	\$594.00
Furhrman	Georgia	Basketball-Boys Coach	HMS	\$594.00
Fuzesy	Richard	Basketball-Boys Coach	CRA	\$594.00
Fuzesy	Richard	Basketball-Boys Coach	CRA	\$594.00
Kepler	Michael	Basketball-Boys Coach	HMS	\$594.00
Pattison	Michaela	Basketball-Girls Coach	HMS	\$594.00
Sheridan	James	Basketball- Lead Boys Coach	CRA	\$641.00
Sheridan	James	Basketball-Boys Coach	CRA	\$594.00
Solomon	Lisa	Basketball-Boys Coach	HMS	\$594.00
Miller	Mike	Softball - Field Maintenance	Capital High	\$1,500.00
Schulte	Ryan	Softball - Field Maintenance	Helena High	\$1,500.00
Klemp	Jennifer	Softball Coordinator	Helena High	\$624.00
Cockhill	Jenise	Softball-Coordinator	Capital High	\$618.00
Miller	Mike	Softball-Head Coach	Capital High	\$5,751.00
Schulte	Ryan	Softball-Head Coach	Helena High	\$4,686.00
Belcourt	Dean	Softball-Head JV Coach	Capital High	\$2,600.85
VanHemelryck	Shelby	Softball-JV Asst	Capital High	\$2,325.02
Hogan	Brittany	Softball-JV Asst	Helena High	\$2,417.10
Owens	Justi	Softball-JV Head	Helena High	\$2,625.62
Miller	Lynn	Softball-Varsity Asst	Capital High	\$3,863.93
Murgel	Jason	Softball-Varsity Asst	Helena High	\$3,636.64
Swenson	Ryan	Tennis - Head Coach	Capital High	\$4,215.72
Riebe	Nicole	Tennis - Head Coach	Helena High	\$4,178.74
Barnett	Jessie	Tennis- JV Coach	Capital High	\$1,800.00
Casne-Jones	Connor	Tennis-Asst JV Coach	Helena High	\$1,818.00
Tyler	Jordan	Tennis-JV Coach	Capital High	\$1,872.00
Binde	Marty	Tennis-Varsity Asst.	Capital High	\$2,945.28
Garetson	Samuel	Tennis-Varsity Asst.	Helena High	\$2,888.64
Nickol	Mikayla	Track - Asst Boys Coach	Capital High	\$1,669.20
Darfler	Edward	Track - Asst Boys Coach	Capital High	\$4,782.90
Carter	Lee	Track - Asst Boys Coach	Capital High	\$1,621.05
Hunt	Jared	Track - Asst Boys Coach	Capital High	\$3,466.80

Thompson	Ricknold	Track - Asst Boys Coach	Capital High	\$4,237.20
Furlong	Coby	Track - Asst Boys Coach	Helena High	\$3,370.50
Keleti	Allie	Track - Asst Boys Coach	Helena High	\$3,274.20
Madsen	Michael	Track - Asst Boys Coach	Helena High	\$3,370.50
Mulvaney	Andrew	Track - Asst Boys Coach	Helena High	\$3,242.10
Kain	Thomas	Track - Asst Boys Coach	Capital High	\$3,563.10
Hurford	William	Track - Asst Boys Coach	Helena High	\$3,563.10
Nickol	Mikayla	Track-Asst Girls Coach	Capital High	\$1,669.20
Clark	Brooke	Track-Asst Girls Coach	Capital High	\$3,338.40
Wrigg	Alexa	Track-Asst Girls Coach	Capital High	\$1,621.05
Goody	Hollee	Track-Asst Girls Coach	Capital High	\$3,627.30
Kelly	Timothy	Track-Asst Girls Coach	Capital High	\$3,852.00
Lane	Scott	Track-Asst Girls Coach	Capital High	\$3,434.70
Krueger	Nikki	Track-Asst Girls Coach	Helena High	\$1,621.05
Gilbert	Kelley	Track-Asst Girls Coach	Helena High	\$4,397.70
Frankino	Jenna	Track-Asst Girls Coach	Helena High	\$3,242.10
Schwartz	Joanna	Track-Asst Girls Coach	Helena High	\$1,637.10
McNeil	Heather	Track-Asst Girls Coach	Helena High	\$3,948.30
Mozer	Andrew	Track-Asst Girls Coach	Helena High	\$3,595.20
McMahon	Richard	Track-Coordinator	Helena/Capital	\$1,696.00
Carter	Lonzo	Track-Head Boys Coach	Capital High	\$7,283.45
Garza	Manuel	Track-Head Boys Coach	Helena High	\$5,497.83
Reyant	Mathew	Track-Head Girls Coach	Capital High	\$5,168.90
Zentz	Jesse	Track-Head Girls Coach	Helena High	\$5,027.93

# Helena School District #1

## Warrants February 1 to 29, 2024

Direct Deposits: \$3,498,677.00

Payroll Warrants: 70131736-70131752

Payroll Deduction: 69298230-69298257

Non-Check Payroll Deductions: \$5,536,350.50

Non-Check Accts Payable Deductions: \$1,425,891.32

Non-Check Accts Payable Deductions- HHS Extracurricular: \$0

Claim Warrants: 69297902-69298423

CRA Middle School Student Activity Checks: 17383-17388

HMS Middle School Student Activity Checks:

Capital High Student Activity Checks: 24530-24562

Helena High Student Activity Checks: 36515-36567

Cancelled Warrants: \$15,646.70

We certify that all warrants herein listed were prepared and previously paid for, are just and correct to the best of our knowledge, and that the board of trustees has authorized the issuance of the same.

Chairperson \_\_\_\_\_

Business Manager \_\_\_\_\_



APPROVAL OF OUT-OF-DISTRICT ATTENDANCE AGREEMENTS  
(NONRESIDENT STUDENTS ATTENDING HELENA SCHOOL DISTRICT)

Grade	District of Residence	Address	School of Attendance
3	Glendive Elementary	Glendive, MT 59330	Bryant
7	Clancy Elementary	Clancy, MT 59634	Helena Middle School
9	Jefferson High School	Clancy, MT 59634	Helena High School
9	Jefferson High School	Clancy, MT 59634	Helena High School
9	Jefferson High School	Clancy, MT 59634	Helena High School
9	Jefferson High School	Clancy, MT 59634	Helena High School
9	East Helena K-12	East Helena, MT 59635	Capital High School
9	Jefferson High School	Clancy, MT 59634	Helena High School
10	Jefferson High School	Clancy, MT 59634	Helena High School
10	Jefferson High School	Clancy, MT 59634	Helena High School
10	Jefferson High School	Jefferson City, MT 59638	Helena High School
10	Jefferson High School	Clancy, MT 59634	Helena High School
10	East Helena K-12	Helena, MT 59602	Helena High School
10	East Helena K-12	East Helena, MT 59635	Capital High School
10	Jefferson High School	Clancy, MT 59634	Capital High School
10	Jefferson High School	Clancy, MT 59634	Helena High School
10	Jefferson High School	Clancy, MT 59634	Capital High School
10	Jefferson High School	Clancy, MT 59634	Helena High School
10	Jefferson High School	Clancy, MT 59634	Helena High School
10	Jefferson High School	Montana City, MT 59634	Helena High School
10	East Helena K-12	East Helena, MT 59635	Helena High School
11	Jefferson High School	Clancy, MT 59634	Helena High School
11	East Helena K-12	East Helena, MT 59635	Helena High School
11	Jefferson High School	Clancy, MT 59634	Helena High School
11	Jefferson High School	Clancy, MT 59634	Helena High School
11	Jefferson High School	Clancy, MT 59634	Helena High School
11	Jefferson High School	Clancy, MT 59634	Helena High School
11	Jefferson High School	Clancy, MT 59634	Helena High School
11	Jefferson High School	Clancy, MT 59634	Helena High School
11	Jefferson High School	Clancy, MT 59634	Helena High School
11	Jefferson High School	Clancy, MT 59634	Helena High School
11	East Helena K-12	East Helena, MT 59635	Helena High School
12	Jefferson High School	Clancy, MT 59634	Capital High School
12	Jefferson High School	Montana City, MT 59634	Helena High School
12	East Helena K-12	East Helena, MT 59635	Helena High School
12	East Helena K-12	Helena, MT 59602	Helena High School
12	Jefferson High School	Clancy, MT 59634	Helena High School
12	Jefferson High School	Clancy, MT 59634	Helena High School
12	Jefferson High School	Montana City, MT 59634	Helena High School
12	Jefferson High School	Clancy, MT 59634	Helena High School
12	Jefferson High School	Clancy, MT 59634	Helena High School

APPROVAL OF OUT-OF-DISTRICT ATTENDANCE AGREEMENTS  
(NONRESIDENT STUDENTS ATTENDING HELENA SCHOOL DISTRICT)

Grade	District of Residence	Address	School of Attendance
12	Jefferson High School	Clancy, MT 59634	Helena High School
12	East Helena K-12	East Helena, MT 59635	Capital High School
12	Jefferson High School	Clancy, MT 59634	Helena High School
12	Jefferson High School	Clancy, MT 59634	Helena High School
12	East Helena K-12	East Helena, MT 59635	Helena High School
12	East Helena K-12	East Helena, MT 59635	Helena High School

APPROVAL OF OUT-OF-DISTRICT ATTENDANCE AGREEMENTS  
(NONRESIDENT STUDENTS ATTENDING HELENA SCHOOL DISTRICT)

Running Total of Out-of-District Attendance Agreements

Address

Grade	East Helena	Clancy	Jefferson City	Montana City	Townsend	Basin	Billings	Power	Missoula	Miles City	Butte	Anaconda	Marion	Kalispell	St. Ignatius	Glendive	International	Total	
K	1																		1
1	1																		1
2																			0
3	3																1		4
4	1						1								1	1			4
5	2												1						3
6	2					1													3
7		1																	1
8	1	1					1	1	1										5
9	4	38		3	2														47
10	4	14	3	2						1		1		1					26
11	2	14									1							1	18
12	5	12		3		1													21
	26	80	3	8	2	2	2	1	1	1	1	1	1	2	1	1	1	1	134

ACKNOWLEDGE OUT-OF-DISTRICT ATTENDANCE AGREEMENTS  
(HELENA RESIDENT STUDENTS ATTENDING OTHER SCHOOL DISTRICTS)

**Discretionary:**

Grade	Address	District of Attendance
8	Helena, MT 59601	Great Falls Elementary
10	Helena, MT 59601	Great Falls High School
10	Helena, MT 59601	Great Falls High School
10	Helena, MT 59601	Great Falls High School

ACKNOWLEDGE OUT-OF-DISTRICT ATTENDANCE AGREEMENTS  
(HELENA RESIDENT STUDENTS ATTENDING OTHER SCHOOL DISTRICTS)

Running Total of Acknowledged Out-of-District Attendance Agreements  
(Helena Resident Students Attending Other School Districts)

Grade	Clancy Elementary	East Helena K-12	Cascade Elementary	Cascade High School	Montana City Elementary	Augusta High School	Anaconda Elementary	Billings High School	Great Falls Elementary	Great Falls High School	Total
K	4	2			5						11
1	5	12			1						18
2	3	17			3						23
3	3	9									12
4	5	12									17
5	6	12									18
6	3	4									7
7	6	16	2		1						25
8	4	14			2		1		1		22
9		23		9		1		1			34
10		16		3						3	22
11		27		3		1					31
12		14									14
	39	178	2	15	12	2	1	1	1	3	254



**Superintendent**

Rex Wertz  
324-2001

**Business Manager**

Janelle Mickelson  
324-2040

## Board of Trustees Meeting

Lincoln Center  
1325 Poplar St., Helena, MT 59601  
And on TEAMS

**Tuesday, February 13<sup>th</sup>, 2024**  
5:30 p.m.

### MINUTES

**ATTENDANCE – Present unless otherwise noted.**

Siobhan Hathhorn, Chair  
Jennifer McKee, Vice Chair  
Janet Armstrong, Trustee  
Linda Cleatus, Trustee  
Jeff Hindoien, Trustee  
Jennifer Walsh, Trustee  
Kay Satre, Trustee  
Terry Beaver, Trustee

Luna Hernandez, Capital High School Student Representative for the Board of Trustees  
Willa Bishop, Helena High School Student Representative for the Board of Trustees  
Rex Wertz, Superintendent  
Keri Mizell, Human Resources Director  
Josh McKay, Assistant Superintendent  
Janelle Mickelson, Business Manager  
Barb Ridgway, Chief of Staff  
Gary Myers, Director of Educational Technology  
Todd Verrill, Facilities Director  
Karen Ogden, Communications Officer  
Joslyn Davidson, Curriculum Director  
Kaitlyn Hess, Assessment and Federal Programs  
Sean Maharg, Special Education Director  
Dr. Rob Watson, Executive Director of SAM  
Tim Meldrum, SMA Architects + Design  
Ali Martin, SMA Architects + Design  
Many guests of the public as well as Helena School District staff

**I. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

Board Chair Siobhan Hathhorn called the meeting to order at 5:30 p.m. and led the Pledge of Allegiance.

**II. REVIEW AGENDA**

The Board of Trustees reviewed the agenda and no changes to the agenda were requested.

**III. RECOGNITIONS**

The Board of Trustees recognized the students listed below.

**A. United States Presidential Scholars Program-Capital High School**

Congratulations to the following Capital High School students who are candidates for the United States Presidential Scholars Program. They are Katherine Berg, Aria Ehlert, and Liam McAdams. United States Presidential Scholars are recognized for their accomplishments as some of our nation’s most distinguished graduating seniors. Thanks to all the educators that played a role in this recognition!

**B. United States Presidential Scholars Program-Helena High School**

Congratulations to the following Helena High School students who are candidates for the United States Presidential Scholars Program. They are Kai Moser and Annika Nehring. United States Presidential Scholars are recognized for their accomplishments as some of our nation’s most distinguished graduating seniors. Thanks to all the educators that played a role in this recognition!

The Board of Trustees moved on to hear the Superintendent’s Report from Superintendent Rex Weltz.

**IV. SUPERINTENDENT’S REPORT**

Superintendent Weltz gave his Superintendent Report to the Board of Trustees.

Recognition

- Monday, February 5th through Friday, February 9th School Counselor Appreciation Week- Thank You for All That You Do For Our Students
- Board of Trustees Work Session at Jefferson Elementary School-January 23rd, Thank You Principal Brice Burton & Jefferson Elementary Staff
- Thank you to Lisa Cordingley and the Helena Education Foundation for hosting HEF’s annual School Board Trustee Appreciation Lunch. We are grateful to HEF and our amazing Trustees.
- Congratulations to Educator Heather Brown from Broadwater Elementary Schol who was selected as the 105.3 KMTX December Teacher of the Month.
- Thank you to Helena High for hosting the 2024 NSDA National Qualifying Speech & Debate

Tournament on Friday and Saturday, February 9-10. Competitors from across the state competed to determine who will represent Montana at the National Tournament. Thank you to the volunteers who judged at the event and congratulations to our HPS students who competed in the event.

- Congratulations to first grader Elena Ferguson who won “The Strong Snack Challenge” with her healthy, package-free apples and yogurt recipe-winning a special cooking demonstration for all students at Central School. Thank you to Sodexo Manager Robert Worthy and his team for creating this great opportunity for students.
- CRA Educators Shannon Thomas and Dick McMahon have worked for 30 years to get the Mann Gulch Overlook Trail on the National Recreation Trail registry. This week Thomas, McMahon, and their students made their mark on Montana history as the trail was formally recognized. Congratulations!
- Thank you to the Helena Police Department and our team of School Resource Officers (SROs): Jessica Cornell (HMS), Scott Finnicum (CRA), Sean Schoenfelder (CHS) and Bret Haux (HHS) for delivering 19 AEDs (Automated External Defibrillators)-life-saving devices that can restart a heart in the event of cardiac arrests to our schools. The Helena Police Department is replacing the devices, which are still in good working order, with newer models.
- I’d like to recognize our high school principals, Steve Thennis (HHS) and Brett Zanto (CHS), for joining 38 other Montana principals in penning a recent opinion piece in the Independent Record and other newspapers across the state on the dangers of vaping.

#### New Business

- K-12 Vision Project Strategic Planning Meeting Postponed
- Safety and Security Levy/Technology Levy/FMP Update Across District-This Spring
- District Wide, Staff, Student, & Family Survey
- Culture, Facilities, Communication, Academic
- Budget Recommendation Consensus Committee Update
- Revenue Update
- Consensus Based Negotiations: HSD – HEA Update
- AA Schools Health Trust Feasibility Meeting

Superintendent Weltz asked Mr. John Burke, Chair of the HSD Health Benefits Committee, to speak about the AA School Health Trust Summit, and answer any questions the trustees had.

- May Butler Center RFP Update
- Update on HSD Charter Schools Applications
- StopIt App Being Implemented- 24/7/365-day support for our students and staff
- Examining Teacher Mentoring Program

#### Outreach/Meetings

- Cabinet & Leadership
- MQEC Board of Directors Meeting
- AA Schools Health Trust Meetings
- Board Leadership
- AA Superintendents
- Budget Consensus Recommendation Committee



- HEA/HSD Meeting
- HEF Board Meeting
- HEF Executive Committee
- Student Leaders Meeting
- TV, Print, Radio Media
- Teacher Advisory Committee
- Parent Advisory Committee
- SMA – Work Meeting
- Other
- No School February 19th President’s Day

That concluded the Superintendent’s Report portion of the agenda. Superintendent Wertz answered any questions the trustees had about his Superintendent Report. The trustees moved on to hear general public comment.

## V. GENERAL PUBLIC COMMENT

Ms. Beth Murphy gave general public comment. Ms. Murphy is a former teacher with Helena Public Schools and a taxpayer. Ms. Murphy commented on topics including but not limited to being against instructional coaches, teachers on special assignment, or any employee who has the designation of a teacher but who has no students assigned to them, as she believes it is a luxury to pay them and a bad use of district funds.

Ms. Skye Hatten gave general public comment. Ms. Hatten commented on topics including but not limited to AED devices in schools and district buildings, and inquiring about the timeline of installation of these devices.

That concluded general public comment and the Board of Trustees moved on to review the Items for Information.

## VI. NEW BUSINESS

### A. Items for Information

#### 1. Presentation of Recommendations from Budget Consensus Committee

The Board of Trustees viewed a presentation of recommendations from the Budget Consensus Committee from Dr. Rob Watson, Executive Director of School Administrators of Montana. Dr. Watson began his presentation with background information about the Budget Consensus Committee. In the spring of 2023, the Helena School District convened a diverse group of nearly 40 stakeholders with the purpose of examining the district budget and making recommendations for potential reductions. Based on budget forecasting, the district anticipated a budget shortfall for the 2024/25 school year. The committee met approximately 12 times from May 2023 to February 2024. Stakeholders included parents, teachers, administrators, community members, and Board

members. The committee used a facilitated consensus process to make decisions.

Dr. Watson moved on to review the budget value statements from the Budget Consensus Committee. The committee examined several sources of information to create “budget value statements.” The purpose of these statements was to capture goals and objectives that could be used to evaluate potential budget reduction ideas. The statements were presented to the Board of Trustees at their October meeting. The statements are listed below.

It is the mission of Helena Public Schools to foster dynamic educational experiences that prepare all students for life. In order to succeed in this mission and support the needs of all students, the budget should allow Helena Public Schools to:

1. Empower students with a dynamic and diverse education, foster the well-being and shared responsibility for life-long success and achievement. (Short title: student outcomes and achievement)
2. Provide all students a well-rounded education that meets or exceeds (*or upholds*) accreditation standards in well-maintained, safe facilities that are equipped with relevant technology. (Short title: programs and environment)
3. Build trust and support for additional funding by continuously adapting and maintaining a vibrant and well-connected community. (Short title: trust and engagement)
4. Foster financial sustainability with a budget that is economically responsible, supported, and informed by the needs and aspirations of our community. (Short title: sustainability)
5. Recruit and retain the highest quality staff through recognition of accomplishments, quality training, robust support, and market compensation. (Short title: staff)

Dr. Watson moved on to discuss the estimated budget forecast for the 2024-25 school year. Throughout the term that the budget committee met, participants were presented with several budget scenarios based on the most current information available. Each scenario was built on several assumptions. *The final scenario (dated January 10) shows a potential shortfall between \$660K to \$4.58M.* This range is built on several assumptions including: the outcome of HEA negotiations and the results of the spring levy elections. Dr. Watson displayed a chart that showed the estimated budget forecast for the 2024-25 school year. The numbers in the chart will also change based on the second student enrollment count, the adjustment of the K8 operational levy as well as the potential addition of a HS operational levy.

Dr. Watson discussed budget reduction ideas. At the December committee meeting, the participants brainstormed several budget reduction ideas for each grade level band: K5, MS, HS. Each idea was discussed and clarified. A final list of ideas was forwarded to the administration to determine a cost estimate. Cost estimates were developed based on several assumptions, as described in the “Notes” section of the lists that Dr. Watson shared. Next, Dr. Watson reviewed the Methodology: Prioritizing Reduction Ideas. Using the Budget Value Statements, committee members evaluated each of the budget reduction ideas as they related to each budget value. Each idea was evaluated with regard to impact on (1) student outcomes and achievement (2) programs and environment (3) trust and engagement (4) financial sustainability and (5) staff. For each idea, committee members rated each budget value statement on a scale of significant impact, minor impact, no impact, or positive impact. The average rating of all committee members was used to create a priority list. The items at the top of the list were rated as having minor or no impact on the budget values. While the

items at the bottom of the list were rated as having a significant impact on the budget values. It is the recommendation of the committee that the Board would use these prioritized lists when making budget decisions. The Board could consider the low impact items first (top of list) and use the significant impact items (bottom of list) only if needed to balance the budget. Dr. Watson reviewed the K5, middle school, and high school prioritized lists with the Board of Trustees. Dr. Watson concluded his presentation by sharing communication to the Board from the Budget Consensus Recommendation Committee. Dr. Watson answered any questions the Board of Trustees had regarding the presentation and listened to any feedback the trustees had about his presentation or the document.

Board Chair Siobhan Hathhorn asked if there was any public comment regarding the Budget Consensus Committee Recommendations.

Ms. Jackie Semmens gave public comment. Ms. Semmens is a parent of two students in the PEAK program. Ms. Semmens commented on topics including but not limited to her support of the Helena Public Schools PEAK program and believes that PEAK emphasizes developing social skills, encourages hard work, and helps gifted students become accustomed to accepting critical feedback.

Mr. Dorrington gave public comment. Mr. Dorrington is a parent of a current PEAK student. Mr. Dorrington commented on topics including but not limited to his support of the Helena Public Schools PEAK program, and urged the Board of Trustees to keep Helena's PEAK Program operating "as is," with no further cuts to its budget and to work collaboratively with the PEAK Program and the PEAK Parent Council to evaluate and act upon all available funding options for the Program in an effort to assist with the District's budget deficit without reducing services to PEAK students.

Mr. Tal Goldin gave public comment. Mr. Goldin is a parent of two children in the PEAK program. Mr. Goldin commented on topics including but not limited to his support of the Helena Public Schools PEAK program and urged the Board of Trustees to keep Helena's PEAK Program operating "as is," with no further cuts to its budget.

Mr. Jim Malizia gave public comment. Mr. Malizia is a Hawthorne parent and a representative of Friends of Neighborhood Schools. Mr. Malizia commented on topics including but not limited to the importance of passing the levies on the ballot in order to pursue any pathways presented in the facilities master plan, and to avoid any emergency action that negatively impacts the students and teachers. Mr. Malizia also discussed that the root cause of the current budget crisis and the lagging facilities is the broken state funding mechanism.

Mr. Lowell Chandler gave public comment. Mr. Chandler is the parent of a child who he said he hopes will attend Hawthorne Elementary in the fall. Mr. Chandler commented on topics including but not limited to expressing his deep concern of the potential closure of Hawthorne Elementary School and stated that it is a beloved neighborhood school. Mr. Chandler noted that the root cause of the problem and having to make cuts lies with the legislature and leadership of the state.

Mr. Nick Hill gave public comment. Mr. Hill is a parent of a student in the PEAK program. Mr. Hill commented on topics including but not limited to his support of the PEAK program and how it has impacted his family's lives. Mr. Hill stated that it has been an amazing program and

the dedicated staff of the PEAK program care so much about the students.

Joel gave public comment. Joel is a student at Hawthorne Elementary School. Joel commented on topics including but not limited to his support of Hawthorne Elementary School and the PEAK program. Joel stated how much he loves his school and how important neighborhood schools are.

Liv gave public comment. Liv is a student at Smith Elementary School. Liv commented on topics including but not limited to her support of the PEAK program. Liv shared how much PEAK means to her and how much she looks forward to attending the program.

Ms. Gabrielle Eklund Rowley gave public comment. Ms. Eklund Rowley is a taxpayer and a parent of students in the district, with one in the PEAK program. Ms. Eklund Rowley commented on topics including but not limited to opposing any cuts to the PEAK program. She stated that the PEAK program has given her child an incredible amount of emotional, social, and academic instruction.

Mr. Charles Denowh gave public comment. Mr. Denowh is a parent of a student in the district and he is a taxpayer. Mr. Denowh commented on topics including but not limited to opposing any school closures. Mr. Denowh stated that the district is not factoring in how many students would leave the district if a school closes which is very costly to the district. Mr. Denowh stated that parents have more options now than ever for school choice.

Ms. Cheri Thornton gave public comment. Ms. Thornton is a mother to two district students, a taxpayer, an alumni of the Helena Public Schools, and the daughter of a retired Helena Public Schools educator. Ms. Thornton commented on topics including but not limited to her support of the PEAK program and discussed how much it has helped her children. Ms. Thornton stated that PEAK is the north star for their social and emotional wellbeing, and their young minds are nurtured through this program.

Mr. Sam King gave public comment. Mr. King is the parent of two children in the Helena Public Schools and a member of Friends of Neighborhood Schools. Mr. King commented on topics including but not limited to urging the Board of Trustees not to close down any neighborhood schools and urged the board to do something about the state funding mechanism.

Ms. Phyllis Gilreath gave public comment. Ms. Gilreath has a grandchild in the district. Ms. Gilreath commented on topics including but not limited to opposing any school closures or levies.

Mr. Matt Zeltwanger gave public comment. Mr. Zeltwanger is a parent of students in the district. Mr. Zeltwanger commented on topics including but not limited to his support of the PEAK program and encouraged the board to continue the program in its current form.

Mr. Chis Jones gave public comment. Mr. Jones is a parent of a child that attends Hawthorne Elementary School. Mr. Jones commented on topics including but not limited to opposing school closures and stated that it is important to preserve the neighborhood schools because those are the neighborhoods where people are carrying the vote for passing the levies and supporting schools.

Ms. DeWolf King gave public comment. Ms. DeWolf King is a parent of a student in the district.

Ms. DeWolf King thanked the trustees for allowing herself and other parents of neighborhood children to participate in the final activities of the Budget Consensus Committee work. Ms. DeWolf King commented on topics including but not limited to opposing school closures and stated that she advocates keeping the schools open to support and protect teachers and students and to maintain the educational environment they deserve.

Ms. Katie Turpin gave public comment. Ms. Turpin stated that she is a parent of a gifted student at Jim Darcy Elementary School. Ms. Turpin commented on topics including but not limited to her support of the PEAK program. Ms. Turpin explained how much PEAK has helped her child and how much it supports gifted children.

Ms. Hanna Warhank gave public comment. Ms. Warhank is a parent of a child in the Helena Public Schools, is a Helena resident, and is a representative of Friends of Neighborhood Schools. Ms. Warhank expressed her appreciation of the Budget Consensus Committee members. Ms. Warhank commented on topics including but not limited to the recommendations put forth by the Budget Consensus Recommendation Committee. Ms. Warhank also discussed that if a neighborhood school is closed there will be no temporary structure to house those students and there is no room at other schools to house these children.

Ms. Ashley Fish gave public comment. Ms. Fish stated that she was a part of the Budget Consensus Recommendation Committee. Ms. Fish commented on topics including but not limited to recommendations from the Budget Consensus Committee and asked the board to keep in mind the most vulnerable population of students-Special Education students-and said that the services for those students that the district provides are life changing and make a huge difference to those families and students.

Ms. Kristina Smucker gave public comment. Ms. Smucker is the parent of a child in the PEAK program. Ms. Smucker commented on topics including but not limited to her support of the PEAK program. Ms. Smucker urged the trustees to make no further cuts to the PEAK program.

Ms. Jodi Fasteen gave public comment. Ms. Fasteen stated that she is a math teacher and a parent of two children in the district. Ms. Fasteen commented on topics including but not limited to her support of the PEAK program. Ms. Fasteen asked the trustees to consider PEAK as a form of special education for kids on the other end of the bell curve.

Ms. Moffie Funk gave public comment. Ms. Funk is a parent of former Helena Public Schools students. Ms. Funk commented on topics including but not limited to her appreciation of public comments at the meetings and stating that the legislature's funding formula for school districts must be changed.

Ms. Beagan Volz gave public comment. Ms. Volz is a taxpayer, a parent of three children in the district, and a member of Friends of Neighborhood Schools. Ms. Volz commented on topics including but not limited to opposing the potential closure of schools and is concerned that the short-term focus on a budget shortfall and closing a school to close that budget shortfall will have long term social repercussions that can't be gauged in these kinds of exercises.

Ms. Anna Furshong gave public comment. Ms. Furshong worked for many years in the school district as a physical therapist. Ms. Furshong commented on topics including but not limited to commending the trustees for looking at how we need to change as we move into a new way of educating children. Ms. Furshong stated that her children were in the PEAK program and would have been fine without it and stated the best gift that we can give our children is letting them know that change is always good and that you can adapt and adjust.

Ms. Jenny Anderson gave public comment. Ms. Anderson is a parent of a child at Broadwater Elementary. Ms. Anderson commented on topics including but not limited to voicing her support of the school board as it seeks solutions that are in the best interest of current students, future students, and their teachers. Ms. Anderson stated that she hopes that the community is never put in a position to choose between keeping necessary programs like P.E. and music and keeping schools open.

Mr. Kevin Ward gave public comment. Mr. Ward is a parent, a teacher, and a graduate of Hawthorne School. Mr. Ward commented on topics including but not limited to stating that funding choices are made at the state level and voices are needed at places such as committee meetings, at the ballot box, and with letters and calls to representatives to help get the funding issues fixed.

Ms. Melissa Hornbein gave public comment. Ms. Hornbein is the parent of a child at a neighborhood school. Ms. Hornbein commented on topics including but not limited to her support of neighborhood schools and her opposition to any schools being closed. Ms. Hornbein also expressed her support for the PEAK program.

Ms. Carrie Jones gave public comment. Ms. Jones commented on topics including but not limited to funding and urged the trustees to pursue methods not just through the legislature but also through the court system. Ms. Jones voiced her opposition to closing or repurposing any schools.

Mr. Adam Clinch gave public comment. Mr. Clinch is a teacher in the district and was a graduate of Hawthorne Elementary School. Mr. Clinch commented on topics including but not limited to stating that the state legislature has failed us and last year the legislature stepped into a record 2.5-billion-dollar surplus and the legislative body, and the governor did nothing to use such an important opportunity to alleviate the educational situation we find ourselves in. Mr. Clinch stressed the importance of everyone coming together to try and make a difference at the legislature next spring.

That concluded public comment and the Board of Trustees moved on to *Item for Information 2. Presentation of Draft Facilities Master Plan-Guiding Document.*

## 2. Presentation of Draft Facilities Master Plan-Guiding Document

The Board of Trustees reviewed a presentation of the draft facilities master plan-guiding document from Mr. Tim Meldrum and Ms. Ali Martin with SMA Architects + Design. Mr. Meldrum and Ms. Martin began by sharing the facilities master plan schedule that ranged from 2022 to 2024. They discussed data collection and analysis, community input, and site-based planning. Mr. Meldrum and Ms. Martin reviewed facility needs associated with the 21<sup>st</sup> Century Model of Education and displayed an educational and functional adequacy facility matrix. Next, they displayed a facility site analysis

matrix, and a elementary schools location diagram. Mr. Meldrum and Ms. Martin moved on to discuss current trends in public school curricula, facilities contrast examples, and facility needs of current technology, projected technology purchases, implementation, and future trends. Next, they displayed a document that showed demographic data, district enrollment projections and trends for facility needs, as well as a population projection for Lewis and Clark County and Montana and the percentage change in population from 2020 to 2035 for Lewis and Clark County. Mr. Meldrum and Ms. Martin moved on to display a deferred maintenance assessment, and real estate market analysis as well as a building condition matrix. Next, they discussed community partnerships for district facility needs and the importance of engaging all stakeholders, as well as discussing the Key Stakeholder Meetings that were held. Mr. Meldrum and Ms. Martin moved on to discuss the development of the comprehensive long range facilities master plan options, requirements, and options. They began by discussing proposals for renovations/additions to existing facilities for elementary, middle school, and high school buildings as well as district athletics facility options. Next, Mr. Meldrum and Ms. Martin discussed proposals for best practices for new facility construction and discussed the sale, trade, maintenance, or disposal of current facilities. Mr. Meldrum and Ms. Martin reviewed a document that showed facilities assessment and recommendations and discussed potential new site/facility acquisition. Next, they discussed a cost benefit analysis and a sustainable/energy conservation analysis. Mr. Meldrum and Ms. Martin reviewed options/alternatives for the comprehensive long range master plan as well as facilities master plan scenarios, a scenario of budget costs, and a proposed 15-20-year site build out for Helena High School. Mr. Meldrum and Ms. Martin concluded their presentation by answering any questions the Board of Trustees had about the draft facilities master plan-guiding document and hearing any feedback the trustees had about the presentation and the draft document.

Board Chair Siobhan Hathhorn asked if there was any public comment regarding the draft facilities master plan-guiding document.

Ms. Courtney McAdams gave public comment. Ms. McAdams is a parent of students in the district and stated she served on the planning committee for the Facilities Master Plan. Ms. McAdams commented on topics including but not limited to stating that she believes we are really far behind in terms of what our facilities look like and what we can offer to our kids and that our middle schools and high schools are overcrowded and that there are safety issues. Ms. McAdams discussed the budget and believes it is important to partner with the community and businesses to let them know our vision and our desire to pass levies and a bond in the future.

Ms. Erin Fashoway gave public comment. Ms. Fashoway is a mother of two children, and a tax paying Helena resident. Ms. Fashoway commented on topics including but not limited to stating that she is a geospatial information professional, and she wanted to raise some concerns with some of the data that was utilized in the report. Ms. Fashoway said there was some data shared in the report for Lewis and Clark County populations when really some of those estimates should probably focus on the city of Helena and the potential growth around the city of Helena, because we could definitely see a decrease in population in other parts of the county but continue to see an increase in population in the city.

That concluded public comment and the Board of Trustees moved on to review for information *Policy 3050 Student Discipline*.

3. Policy 3050: Student Discipline

Ms. Ridgway presented for information to the Board of Trustees Policy 3050 Student Discipline. This policy was revised to reflect House Bill 128 which prohibits the use of marijuana products (as well as tobacco products) on district/school property. “Marijuana products” are defined as those products which include but are not limited to edible products, ointments, tinctures, marijuana derivatives, marijuana concentrates, and marijuana intended for use by smoking or vaping. It also reflects the self-defense/defense of others exception to the use of physical force by a student adopted under House Bill 450. The legal references were also updated to reflect House Bill 361. Ms. Ridgway answered any questions the trustees had regarding Policy 3050: Student Discipline.

4. Policy 3080: Maintenance of Student Records

Ms. Ridgway presented for information to the Board of Trustees Policy 3080: Maintenance of Student Records. This is an existing policy and legal references were updated to reflect a parent’s right to access and review student records under House Bill 676 as well as a reference to MCA 52-2-211 (which was revised by Senate Bill 213) that allows for a county interdisciplinary team / school safety team to access student records. Ms. Ridgway answered any questions the trustees had regarding Policy 3080: Maintenance of Student Records.

5. Policy 4040: School, Student, Parent, Family and Community Engagement in Education

Ms. Ridgway presented for information to the Board of Trustees Policy 4040: School, Student, Parent, Family and Community Engagement in Education. This is an existing policy that was updated to reflect changes in law from SB 518. The policy provides for public notification of a district plan to engage families and involve them in a student's education while providing information about educational opportunities within the district. The Policy Committee wanted to establish in the policy that these are not new things the district has been doing; we have been doing these things already to engage families and the community. Ms. Ridgway noted that on line 96, *Policy 3110*, should be changed to *Policy 3010*, and lines 103 and 104 would be removed since they refer to Policy 4040. Ms. Ridgway answered any questions the trustees had regarding Policy 4040: School, Student, Parent, Family and Community Engagement in Education.

6. Policy 8225: Tobacco and Marijuana Free Schools

Ms. Ridgway presented for information to the Board of Trustees Policy 8225: Tobacco and Marijuana Free Schools. This is an existing policy that has been revised to reflect House Bill 128 which prohibits the use of marijuana products (as well as tobacco products) on district / school property. The Policy Committee had a robust conversation about THC and CBD based products and any THC based CBD product is not allowable, whereas hemp-based CBD based products are. Ms. Ridgway answered any questions the trustees had regarding Policy 8225: Tobacco and Marijuana Free Schools.

That concluded the Items for Information, and the Board of Trustees moved on to review the Consent Action Items.



**B. Consent Action Items**

1. Personnel Actions
2. Warrants
3. Out-Of-District Attendance Agreements (Non-Resident Students Attending HPS)
4. Out-Of-District Attendance Agreements (Helena Students Attending Other Districts)
5. 01.09.24 Full Board Meeting Minutes
6. MTSBA FY25 Dues Revenue Estimate
7. Approval of Sabbaticals for 2024-2025 School Year

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve the Consent Action Items as presented.”

**Motion:** Trustee Jennifer McKee moved to approve the Consent Action Items as presented. Trustee Kay Satre seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

That concluded the Consent Action Items. The Board of Trustees moved on to review the Items for Action.

**C. Items for Action**

1. Call for Annual Election
  - a. Elementary Trustee Resolution Calling for the Annual Regular Election
  - b. High School Trustee Resolution Calling for the Annual Regular Election

Business Manager Janelle Mickelson reviewed the action items: *1. Call for Annual Election: a. Elementary Trustee Resolution Calling for the Annual Regular Election and b. High School Trustee Resolution Calling for the Annual Regular Election.*

Background:

The annual regular school election is held on the first Tuesday after the first Monday in May, which is May 7th this year. Pursuant to 20-20-201, MCA, trustees must call for the election by resolution no later than 70 days before election day. Helena Public Schools entered into an agreement with the Lewis and Clark County Elections Office to conduct school elections for the district. The annual regular school election will be by mail ballot. The drop off location for ballots is at the Lewis and Clark County Elections Office located in the City-County Building. Voters will elect two trustees who reside within the elementary district boundaries to serve a three-year term and one trustee who resides within the elementary district boundaries to serve a one-year term. General fund mill levy approval for both the elementary and high school is also being

requested at this time.

The District will also be requesting an increase in the technology mill levy for both the elementary and the high school districts for the purpose of purchasing, renting, repairing and maintaining technological equipment, including computers and computer network access, cloud computing services for technology infrastructure, platforms, software, network, storage, security, data, database, test environment curriculum, or desktop virtualization purposes, including any subscription or any license-based or pay-per-use service that is accessed over the internet or other remote network to meet the district's information technology and other needs, and the associated technical training for school district personnel. If approved, the increased levies will be for a term of 10 years and will take effect July 1, 2024, and expire June 30, 2034.

In addition to the initiatives mentioned above, the District will be requesting a school and student safety and security building reserve fund levy for both the elementary and high school for the purpose of planning for improvements to and maintenance of school and student safety; programs to support school and student safety and security; installing or updating security-related facility improvements; and installing or updating response systems using contemporary technologies.

If it is later determined that any portion of the election is not required, that portion will be cancelled.

#### Considerations:

- Neither the ability to run a general fund mill levy nor the amount of the levy will be known until after the spring enrollment count is finalized and the issuance of preliminary budget data sheets. However, due to the statutory requirement to call for the election no later than 70 days before the election, the recommendation is to include the general fund mill levy request in the resolution. If the Board later determines that the mill levy cannot be requested or is not desired, that portion of the election can be cancelled.
- The exact dollar amount of the technology fund and school and student safety and security building reserve fund levies has yet to be decided and therefore, the estimated tax impact cannot be calculated at this time.
- If the number of candidates filing a nomination petition or filing a declaration of intent to be a write-in candidate is equal to or less than the number of open trustee positions, the trustee election can be cancelled, and trustees may be seated by acclamation.
- The county elections office has requested that the exact language, including amounts, for any and all levies be transmitted to their office by March 29th so they may begin to prepare the ballot layout in the week leading up to the April 5th ballot certification deadline. Any portion of the election may still be cancelled up until the April 5th deadline.
- The cost of running an election can range (depending on the number of ballots and number voters) is approximately \$60,000-\$85,500.

Ms. Mickelson answered any questions the Board of Trustees had regarding the action items *1. Call for Annual Election: a. Elementary Trustee Resolution Calling for the Annual Regular Election and b. High School Trustee Resolution Calling for the Annual Regular Election.*

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve the *Call for Annual Election: Elementary Trustee Resolution Calling for the Annual Regular Election* as presented.”

*Please note that Trustee Jennifer Walsh abstained from voting as she is a trustee strictly for the high school district, and this action item is for the elementary district.*

**Motion:** Trustee Jeff Hindoien moved to approve the *Call for Annual Election: Elementary Trustee Resolution Calling for the Annual Regular Election* as presented. Trustee Linda Cleatus seconded the motion.

**Public Comment:** None.

**Vote:** 7-0 motion carries unanimously.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve the *Call for Annual Election: High School Trustee Resolution Calling for the Annual Regular Election* as presented.”

**Motion:** Trustee Kay Satre moved to approve the *Call for Annual Election: High School Trustee Resolution Calling for the Annual Regular Election* as presented. Trustee Jennifer Walsh seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

## 2. Policy 3010: School Admissions: Entrance, Placement and Transfer

Ms. Barb Ridgway, Chief of Staff, presented for action Policy 3010: School Admissions: Entrance, Placement and Transfer to the Board of Trustees. This policy has been revised to reflect changes in the definition of “exceptional circumstances” under House Bill 946 for students under 5 and over 19. Districts who currently are operating an early kindergarten should also include the criteria for students to be admitted for such program – the board must approve each student admitted for such program. NOTE that such programs will change pursuant to House Bill 352 starting July 1, 2024, and changes will be made to this policy after next school year to reflect this change. The language also reflects the requirement from House Bill 396 that a district enroll a home school or nonpublic school student part-time at the request of the parent. This policy has been before the full board of trustees for information with no recommended changes. Ms. Ridgway answered any questions the trustees had regarding Policy 3010: School Admissions: Entrance, Placement and Transfer.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve Policy 3010: School Admissions: Entrance, Placement and Transfer.”

**Motion:** Trustee Jennifer McKee moved to approve Policy 3010: School Admissions: Entrance, Placement and Transfer as presented. Trustee Kay Satre seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

3. Policy 5000: Equal Employment Opportunity and Nondiscrimination

Ms. Ridgway presented for action Policy 5000: Equal Employment Opportunity and Nondiscrimination to the Board of Trustees. This policy has been revised to incorporate a cross reference to Policy 5015 - Bullying/Harassment/Intimidation Prevention Reporting which addresses retaliation. This policy went before the full Board of Trustees for information, and it was recommended that the word *handicap* be changed to *disability* on line 14. Ms. Ridgway answered any questions the trustees had regarding Policy 5000: Equal Employment Opportunity and Nondiscrimination.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve Policy 5000: Equal Employment Opportunity and Nondiscrimination.”

**Motion:** Trustee Linda Cleatus moved to approve Policy 5000: Equal Employment Opportunity and Nondiscrimination as presented. Trustee Jennifer Walsh seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

4. Policy 5040: Personnel Records

Ms. Ridgway presented for action Policy 5040: Personnel Records. Legal references were updated to reflect the transfer of evaluation language from an existing rule to a new rule in the accreditation standards in Chapter 10.55 of the Montana Administrative Rules. This policy went before the full Board of Trustees for information with no recommended changes. Ms. Ridgway answered any questions the trustees had regarding Policy 5040: Personnel Records.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve 5040: Personnel Records.”

**Motion:** Trustee Kay Satre moved to approve Policy 5040: Personnel Records as presented. Trustee Jennifer McKee seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

5. Policy 5065: Evaluation of Non-Administrative Staff

Ms. Ridgway presented for action Policy 5065: Evaluation of Non-Administrative Staff. This policy has had a general update to align with updated model language. The policy has also been revised to reflect a new rule adopted in the accreditation standards in Chapter 10.55 of the Montana Administrative Rules regarding the evaluation of certified employees. There was also language added to make it clear that this policy applies to staff who aren't under a collective bargaining agreement. This policy went before the full Board of Trustees with no recommended changes. Ms. Ridgway answered any questions the trustees had regarding Policy 5065: Evaluation of Non-Administrative Staff.

Board Chair Siobhan Hathhorn commented. "At this point I would entertain a motion to approve Policy 5065: Evaluation of Non-Administrative Staff."

**Motion:** Trustee Jennifer McKee moved to approve Policy 5065: Evaluation of Non-Administrative Staff as presented. Trustee Kay Satre seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

6. Policy 6020: District Organization: Building Administrators & District Administrators

Ms. Ridgway presented for action Policy 6020: District Organization: Building Administrators & District Administrators. Legal references were updated to reflect the transfer of evaluation language from an existing rule to a new rule in the accreditation standards in Chapter 10.55 of the Montana Administrative Rules. The policy also has updated language regarding access to the evaluation tool. This policy went before the full Board of Trustees for information with no recommended changes to the policy at the full board meeting. Ms. Ridgway answered any questions the trustees had regarding Policy 6020: District Organization: Building Administrators & District Administrators.

Board Chair Siobhan Hathhorn commented. "At this point I would entertain a motion to approve Policy 6020: District Organization: Building Administrators & District Administrators."

**Motion:** Trustee Linda Cleatus moved to approve Policy 6020: District Organization: Building Administrators & District Administrators as presented. Trustee Jennifer McKee seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

That concluded the Items for Action and the Board of Trustees moved on to hear reports.

## D. REPORTS

### 1. Student Representatives Reports

Ms. Luna Hernandez, Capital High School Student Representative for the Board of Trustees, gave her Student Representative Report. Ms. Hernandez commented, “CHS recently hosted the National History Day Western Regional Qualifier. It was the first time for such a competition, and perhaps the first time hosted at CHS. Lauren Chapman, Social Studies Teacher, was in charge of organizing it, along with a lot of staff from the MT Historical Society. That same weekend, Capital High also hosted the Western AA Wrestling Seeding Tournament- that was a busy weekend in this building.

Big Hearts Under the Big Sky Banquet- from Jim Weber:

Just wanted to update you on the Big Hearts fundraising banquet that was recently held. The banquet brought in \$130,000 and Capital High projects brought in \$10,200. CHS students will have funded two trips for two families.

AI Training: CHS staff recently spent a in-service/records day in an AI training. We watched various video clips created by Jason Neiffer. All staff then created their own ChatGPT account and had a chance to try it out. If staff already were familiar with this resource, they were then supposed to try out another type of AI resource generator.

Registration for the 24-25 school year:

Registration is underway- we will take a break after this week as we will once again administer the RBHI screener to all students in their 2nd period classes.

Feb. 5th-9th- current juniors

Feb. 12th-16th- current sophomores

RBHI Screener- no registration during this time

March 4th-8th- current freshman

March 11th-15th- current 8th graders (the annual 8th grade tour will be held on Wednesday,

March 13th- more details to follow)

Last week, we celebrated “National School Counselor Appreciation Week.” We are very fortunate to have such a great counseling center staff! MT Cares App update:

The MT Cares App is live. Parents were sent information and teachers are supposed to share a couple of brief videos regarding this new resource. Ms. Cleveland and her peer mentoring students are hanging flyers around the building to help get more interest from students. The AA Orchestra Festival was recently held in Helena. There were two concerts hosted at the Civic Center last week. Various CHS staff members participated in the Special Olympics Polar Plunge held this past Saturday.”

Ms. Willa Bishop, Helena High School Student Representative for the Board of Trustees, gave her Student Representative Report. Ms. Bishop commented, “Students Annika Nehring and Kai Moser have been named Presidential Scholars as well as National Merit Finalists, putting them in the top 1% of students in the country. Seasons for both wrestling and swimming have

wrapped up, with state competitions ending this past Saturday. Helena High Student Garrett Krattiger won two events and then set the school and state record for the 500m. Helena High students Leila Riggs, Taya Munden, Asia Phattavong, Kate Harden, Makenize Groom, Claire Eaton, Matt Valasquez, Inara Guliyeva, and Michel Luvya have all qualified to compete in the National DECA competition in which they will put their business skills to the test. Senior Katryn Seliskar has been awarded the National Honor Society Scholarship based on her outstanding contributions to not only the school, but the community and programs she is a part of. This week, students will be taking the second round of RBHI screeners across two days. Helena High hosted the National Speech and Debate Qualifier last week where students from around the state will compete to go to the national competition. We will be rolling out the Montana Cares app to students and staff in the next couple of weeks. Students will be shown videos explaining what the app is and how they can use it during their second period on Friday. I would like to say congratulations to Steve Thennis and Willie Schlepp on their retirement announcements. To fill the principal position, meetings will start this afternoon and tomorrow morning and Mr. McKay is planning to meet with Helena High Student Council to discuss what they want to see in the principal position.”

2. Helena Education Association Report

There was no Helena Education Association Report this evening.

3. Facilities and Maintenance Committee Report

Trustee Kay Satre gave the Facilities and Maintenance Committee Report. Trustee Satre commented, “At our Facilities and Maintenance Committee meeting we started off with a report from Todd Verrill, our Director of Facilities, about all the work that they've been doing to keep our facilities working as happily as possible over the last month. One of the things he talked about and emphasized was just during that cold snap that his staff really came out and it takes a lot of time and discomfort to take care of all the things that happen, including burst pipes and fire sprinklers bursting and any number of things such as roofs leaking as well as just keeping the snow cleared away. He talked about the fact that their staff continues to take one step forward, maybe another step back. Two new employees were hired in January, but there are still five vacancies. He went through other projects that they had done as well. Then the great majority of our meeting was the presentation by the SMA team on this draft report bringing all the work that they've done for us, and we had a good conversation. We heard a lot of similar points made this evening at our meeting.”

4. Budget and Finance Committee Report

Trustee Janet Armstrong gave the Budget and Finance Committee Report. Trustee Armstrong commented, “A lot of that was covered tonight. I will just say that in keeping track of the budget, Janelle’s experience means that what's happening is kind of as she as predicted, so there are no surprises in terms of that. I would like to point out there was feedback to the board from the Budget Consensus Committee in the packet of what they want the board to know, so at your leisure please check that out. I feel like it was slightly painful, but a really good

process. It takes a really long time to bring in community members that don't deal with the budget all the time. Even though I'm the budget chair, there's still a lot to learn, and to step through that process and hear the comments and to see how the decision making has changed. I think we basically heard the good feedback tonight where people are starting to understand how the whole process works and how we're coming together. So, many thanks to everyone on that committee, to the staff here supporting it, and especially to Dr. Watson for that work.”

5. Policy Committee Report

Trustee Janet Armstrong gave the Policy Committee Report. The Policy Committee reviewed all the policies that were presented to the full board this evening. Trustee Armstrong commented, “I think we covered it all. Ms. Ridgway is keeping us on track with the 90 plus policies from the state that will affect the school district. We are staying on track of that, and I appreciate all the work she does.”

6. Teaching & Learning Committee Report

The Teaching and Learning Committee meeting in February was canceled, therefore, there is no Teaching and Learning Committee Report this evening.

7. Health Benefits Committee Report

The Health Benefits Committee meeting in February was canceled, therefore, there is no Health Benefits Committee Report this evening.

8. Wellness Committee Report

Board Chair Siobhan Hathhorn gave the Wellness Committee Report. “Today's meeting was pretty interesting, and our student reps got to come. There's a healthy snack initiative and it has guidelines for what healthy snacks need to be in schools, and there's times of the day when anything that is sold needs to meet the healthy snack guidelines. So, the thing that was addressed today was beginning a discussion on vending machines and what is in there and both high school principals attended. It's either Pepsi or Coke that sponsors the vending machines and they're working on healthy guidelines. Coke was more manageable, working more towards the healthy snacks. We'd like to get more healthy snacks and one thing that the student reps are going to do is survey the students to find out which of those would actually be consumed. I'm really looking forward to the student reps getting more applicable information and then we will take that back.”

9. Montana School Boards Association Report

Board Chair Siobhan Hathhorn gave the Montana School Boards Association Report. Ms. Hathhorn commented, “The Vision Project was cancelled, so we're looking for that reschedule in March. The other thing that I am working on-more of an ad lib-is working with Kaitlyn Hess on the new MAST assessment. The AAs are reporting some issues with that, and I would like to



work with Lance Melton and see if there's any input that we can have and if there's some of the snags that have been pinpointed, and if there's any way to delay the rollout so when it is rolled out, it goes more smoothly. That is in the works and then we'll just look forward to our next meeting.”

10. Parent Council Visit Reports

Trustee Linda Cleatus and Trustee Janet Armstrong attended the Capital High Parent Council meeting. Trustee Janet Armstrong commented, “The meeting was online and there weren't a lot of Capital High parents there, but it was nice. One parent brought up an issue that they're having at Capital High during the lunch hour with the size of the cafeteria. Generally speaking, the students go find somewhere else, sometimes in classrooms associated with their clubs and extracurricular activities. But currently a small percentage of the classrooms are closed, so the parents expressed concern over that because kids are going to eat in their cars and it is cold, so that is a safety concern. Principal Zanto looked into it, and I think it was around 13 rooms are closed out of around 67. So just shy of twenty percent. The board saw a letter from one of the parents also concerned about that. So that's mainly what we brought up and we just we just listened to those concerns.”

Board Chair Siobhan Hathhorn attended the C.R. Anderson Parent Council meeting. Board Chair Hathhorn commented, “Principal Prody gave a report on the social emotional screening issues that she was dealing with. It was getting a lot of kickback from the community and parents as to whether it was necessary or whether it was invasive, and so she really reiterated that it's optional and how it was used and it follows all the FERPA guidelines for privacy and it kind of turned into a pretty robust discussion. The parents asked me questions and I shared some of the social and emotional data district wide that Lona Carter had. We also reviewed their academic mid-year reports with testing results. They were going along well, and they were really focused on their instructional framework. There's been a group in the school that have customized that to meet the district needs and they seem to be on top of it. The School Leadership Team and the Professional Learning Committees are setting goals to improve their scores based on the data that was presented. It's really fun to go to different schools and see the district work kind of be consistent throughout and but then also customized for the needs of each school. And then as I mentioned before, there was a discussion on MAST which is the new test that is coming out to replace SBAC in grades three through eight, and there's a lot of discussion about that and how it will affect the continuity of data and that sort of thing.”

Board Chair Siobhan Hathhorn and Board Vice Chair Jennifer McKee attended the Hawthorne Elementary Parent Council meeting. Vice Chair McKee commented, “There was some talk about how the giving tree had gone and there was some generalized parent council business to take care of, but most of what we were there to talk about we heard tonight.”

“Board Chair Hathhorn commented, “I really enjoyed the data report. It seems like their team is really on top of it, making those changes and their growth looked really good and I think that it felt like the academic learning climate there felt really healthy from at least the report that we received. The other thing that I really love to see in the parent council groups is a product called *Original Works*. I used to use it when I was a teacher, so you can make these really cool art projects and then you can have them put on a magnet for Mother's Day or on a

pin or something like that. The parents who were there really wanted every student to have something to give to their mother or their grandmother, and so they were raising money to fund that for all students. It's just so nice to see when you go to these groups how everyone cares about every kid in the school.”

That concluded the Reports portion of the agenda. The Board of Trustees moved on to review upcoming meetings.

## **VII. UPCOMING MEETINGS**

Board Chair Siobhan Hathhorn reviewed upcoming meetings with the Board of Trustees.

- Tuesday, March 5<sup>th</sup>, Policy Committee Meeting, 12:00 p.m., Lincoln Center
- Tuesday, March 5<sup>th</sup>, Budget & Finance Committee Meeting, 1:00 p.m., Lincoln Center
- Wednesday, March 6<sup>th</sup>, Teaching & Learning Committee Meeting, 12:00 p.m., Lincoln Center
- Monday, March 11<sup>th</sup>, Facilities & Maintenance Committee Meeting, 12:00 p.m., Lincoln Center
- Tuesday, March 12<sup>th</sup>, Executive Committee Meeting, 11:00 a.m., Lincoln Center
- Tuesday, March 12<sup>th</sup>, Full Board Meeting, 5:30 p.m., Lincoln Center
- Tuesday, March 19<sup>th</sup>, Board Work Session, 3:30 p.m., Warren Elementary

## **VIII. BOARD COMMENTS**

There were no further board comments.

## **IX. ADJOURNMENT**

Board Chair Siobhan Hathhorn adjourned the meeting at 10:24 p.m.

---

Candice Delvaux, Recording Secretary

Date



*The Helena Public Schools educate, engage, and empower each student to maximize his or her individual potential with the knowledge, skills and character essential to being a responsible citizen and life-long learner.*

## Board of Trustees

### Special Meeting

Tuesday, February 20<sup>th</sup>, 2024

Lincoln Campus

5:30 p.m.

---

# MINUTES

## ATTENDEES

Siobhan Hathhorn, Chair	Jennifer Walsh, Trustee
Jennifer McKee, Vice Chair	Jeff Hindoien, Trustee
Janet Armstrong, Trustee	Rex Wertz, Superintendent
Kay Satre, Trustee	

### I. CALL TO ORDER / INTRODUCTIONS

Board Chair Siobhan Hathhorn called the meeting to order at 5:42 p.m.

### II. REVIEW OF AGENDA

The Board of Trustees reviewed the agenda, and no changes were made.

### III. GENERAL PUBLIC COMMENT

There was no general public comment.

### IV. NEW BUSINESS

#### A. ITEMS FOR INFORMATION

##### 1. Evaluation of the Superintendent

*(Personnel Specific: This portion of the meeting will be closed because the demands of individual privacy clearly exceed the merits of public disclosure. MCA 2-3-203)*

The Board of Trustees entered closed session at 5:44 p.m.

The Board of Trustees reentered open session at 8:34 p.m.

**V. BOARD COMMENTS**

There were no additional comments.

**VI. ADJOURNMENT**

Board Chair Siobhan Hathhorn adjourned the meeting at 8:36 p.m.



*The Helena Public Schools educate, engage, and empower each student to maximize his or her individual potential with the knowledge, skills and character essential to being a responsible citizen and life-long learner.*

Board of Trustees  
Special Board Meeting  
Saturday, February 24<sup>th</sup>, 2024  
Microsoft TEAMS  
12:00 p.m.

---

## MINUTES

### ATTENDEES

*Trustees    Others*

Siobhan Hathhorn, Chair	Rex Wetz, Superintendent
Jennifer McKee, Vice Chair	Barb Ridgway, Chief of Staff
Jeff Hindoiem, Trustee	Sean Maharg, Special Education Director
Terry Beaver, Trustee	Josh McKay, Assistant Superintendent
Jennifer Walsh, Trustee	Kaitlyn Hess, Assessment and Federal Programs
Kay Satre, Trustee	Janelle Mickelson, Business Manager
Janet Armstrong, Trustee	Gary Myers, Director of Educational Technology
	Candice Delvaux, Executive Assistant
	Lona Carter, Student Health
	Hannah Warhank, Guest of the Public

#### I. CALL TO ORDER

Board Chair Siobhan Hathhorn called the meeting to order at 12:00 p.m.

#### II. REVIEW OF AGENDA

The trustees reviewed the agenda, and no changes were requested.

### III. GENERAL PUBLIC COMMENT

There was no general public comment.

### IV. NEW BUSINESS

#### A. Item For Action

##### 1. Approval of Charter School Contracts

The Board of Trustees reviewed and discussed the contracts for the Helena Public Schools Charter Schools which include Helena Montessori Charter School, Helena Project for Alternative Learning Charter, and Mount Ascension Learning Academy. The district's legal counsel, Kaleva Law, has reviewed the original contracts from the Board of Public Education and made their recommended changes to the contracts, and the board will be voting on those amended contracts today.

- a. Board Chair Siobhan Hathhorn commented. "At this point I would entertain a motion to approve the contract for the Helena Montessori Charter School as presented and amended by Kaleva Law and the Board of Public Education."

*Please note that Trustee Jennifer Walsh did not vote on this contract because she is a trustee strictly for the high school district, and the Helena Montessori Charter School is only for the elementary district.*

**Motion:** Trustee Kay Satre moved to approve the contract for the Helena Montessori Charter School as presented and amended by Kaleva Law and the Board of Public Education. Trustee Jennifer McKee seconded the motion.

**Public Comment:** None.

**Vote:** 6-0 motion carries unanimously.

- b. Board Chair Siobhan Hathhorn commented. "At this point I would entertain a motion to approve the contract for the Helena Project for Alternative Learning Charter as presented and amended by Kaleva Law and the Board of Public Education."

**Motion:** Trustee Jennifer McKee moved to approve the contract for the Helena Project for Alternative Learning Charter as presented and amended by Kaleva Law and the Board of Public Education. Trustee Janet Armstrong seconded the motion.

**Public Comment:** None.

**Vote:** 7-0 motion carries unanimously.

- c. Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve the contract for the Mount Ascension Learning Academy and amended by Kaleva Law and the Board of Public Education.”

**Motion:** Trustee Jennifer McKee moved to approve the contract for the Mount Ascension Learning Academy as presented and amended by Kaleva Law and the Board of Public Education. Trustee Kay Satre seconded the motion.

**Public Comment:** None.

**Vote:** 7-0 motion carries unanimously.

#### V. BOARD COMMENTS

There were no further board comments.

#### VI. ADJOURNMENT

The meeting was adjourned at 12:15 p.m.

---

Candice Delvaux, Recording Secretary Date

**HELENA ELEMENTARY SCHOOL DISTRICT #1**  
**RESOLUTION OF INTENT TO INCREASE (DECREASE) NONVOTED LEVIES**

As an essential part of its budgeting process, the Board of Trustees of the Helena Public Schools is authorized by law to impose levies to support its budget. The Board of Trustees estimates the following increases (decreases) in revenues and mills for the funds noted below for the next school fiscal year beginning July 1, 2024, using certified taxable valuations from the current school fiscal year.

<b>Elementary Fund</b>	<b>Estimated Increase (Decrease) in Revenues*</b>	<b>Estimated Increase (Decrease) in Mills*</b>	<b>Estimated Impact, Home of \$100,000*</b>	<b>Estimated Impact, Home of \$300,000*</b>	<b>Estimated Impact, Home of \$600,000*</b>
Transportation	\$265,404	1.69	\$2.28	\$6.84	\$13.69
Tuition	\$179,845	1.15	\$1.55	\$4.66	\$9.32
Adult Ed	\$6,089	0.04	\$0.05	\$0.16	\$0.32
<b>Total Elementary</b>	<b>\$451,337</b>	<b>2.88</b>	<b>\$3.88</b>	<b>\$11.66</b>	<b>\$23.33</b>

This resolution must also document the District's expected use of its Building Reserve State Major Maintenance levies and associated funding. The District expects to use those proceeds to partially fund capital improvements, delineated in the Helena School District Deferred Maintenance Report located on the District website. Proceeds will also be used to partially fund operational costs of school safety. The District estimates this funding structure will generate approximately \$3,613,070. The tax impact is approximately 20.92 mills.

These estimates are based on the current year's taxable value with no increase. If the District's taxable value increases as expected, the mill and taxpayer cost increases will be less than presented here. These estimates are preliminary and changes are expected before the final budgets are set in August. Please contact the District Business Office at (406) 324-2040 or [jmickelson@helenaschools.org](mailto:jmickelson@helenaschools.org) if you have questions or need additional information.



**HELENA HIGH SCHOOL DISTRICT #1**  
**RESOLUTION OF INTENT TO INCREASE (DECREASE) NONVOTED LEVIES**

As an essential part of its budgeting process, the Board of Trustees of the Helena Public Schools is authorized by law to impose levies to support its budget. The Board of Trustees estimates the following increases (decreases) in revenues and mills for the funds noted below for the next school fiscal year beginning July 1, 2024, using certified taxable valuations from the current school fiscal year.

High School Fund	Estimated Increase (Decrease) in Revenues*	Estimated Increase (Decrease) in Mills*	Estimated Impact, Home of \$100,000*	Estimated Impact, Home of \$300,000*	Estimated Impact, Home of \$600,000*
Transportation	\$59,865	\$0.35	\$0.47	\$1.42	\$2.84
Tuition	(\$118,178)	(\$0.69)	(\$0.93)	(\$2.79)	(\$5.59)
Adult Ed	\$6,076	\$0.04	\$0.05	\$0.16	\$0.32
<b>Total High School</b>	<b>(\$52,236)</b>	<b>(\$0.30)</b>	<b>(\$0.41)</b>	<b>(\$1.21)</b>	<b>(\$2.43)</b>

This resolution must also document the District's expected use of its Building Reserve State Major Maintenance levies and associated funding. This year, the District expects to use those proceeds to partially fund capital improvements, delineated in the Helena School District Deferred Maintenance Report located on the District website. Proceeds will also be used to partially fund operational costs of school safety. The District estimates this funding structure will generate approximately \$1,798,690. The tax impact is approximately 9.59 mills.

These estimates are based on the current year's taxable value with no increase. If the District's taxable value increases as expected, the mill and taxpayer cost savings will be more than presented here. These estimates are preliminary, and changes are expected before the final budgets are set in August. Please contact the District Business Office at (406) 324-2040 or [jmickelson@helenaschools.org](mailto:jmickelson@helenaschools.org) if you have questions or need additional information.

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item VI.B.1**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:      Item For Action**

1. Approval of K-5 Eureka2 Math Curriculum Purchase

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

At the end of 2023 – 2024 school year Math Expressions is sunseting which means we will not have access to consumables or online resources for the program. Knowing this, during the 2022 – 2023 school year, district Instructional Coaches and Administrators took proactive steps and identified three different math programs that were rated as meeting expectations for high quality curriculum as reported with EdReports.

Using a 10-part math evaluation tool, each of the identified programs were analyzed. The categories utilized to score and evaluate the three programs included: Focus and Coherence of Content, Rigor and Balance of Tasks, Standards for Mathematical Practice, Equity, Diversity and Access, Assessment, and Technology.

The program that emerged as the most viable replacement of Math Expressions was Eureka Squared.

In early spring of 22-23, the curriculum department had hoped to purchase and work through a pilot scenario like the model used for Into Reading. Due to budget restrictions, the department was unable to move forward with that plan. After brainstorming possible solutions with our math consultant, Michele Douglass, one solution was to start by using the free version of Eureka Math with teachers who may be interested in trying the program. It is important to note that district third grade teachers had previously started supplementing a Eureka fraction unit into the third-grade curriculum due to the insufficient rigor of fraction related concepts in Math Expressions materials. Additionally, a second-grade team in one school had started using the program and had the highest Math growth in the district last year.

During the 22-23 spring, the curriculum department purchased Math Expressions consumable for the 23-24 school year for all grade level teachers. During this current school year, District Elementary Math Coach, Melissa Romano, has been working closely with teachers who are using the original Eureka program. Her work includes modeling lessons, guiding teachers through planning lessons, supporting overall understanding of new vocabulary in modules, scoring and evaluating assessments, creating and delivering differentiated professional development at building and the district level.

Teachers currently using Eureka recently completed a survey identifying their biggest challenges and successes using the program. Teachers identified printing materials and pacing of the program as their top two challenges. Teachers also identified improved number sense, student collaboration, and confidence. Eureka Squared is a high-quality math curriculum and will also address Helena teachers most significant challenges of printing and pacing due to improvements in teachability, engagement, and accessibility. For example, one accessibility component is the unique and intentional sentence length and words used in word problems. Students in K-2 will encounter names with CVC spelling patterns. First

grade students will encounter high frequency words and visual symbols for words that are not high frequency words. This is one example that will drastically improve the challenge of pacing due to the significant improvement in accessibility for students.



every child  
is capable of  
greatness

**Great Minds Quote**

Date	February 20, 2024	Quote Number	00331558
Expiration Date	February 12, 2024	Contact Name	Katrina Salois
Prepared By	Chris Williamson	Phone	(406) 324-2037
Email	chris.williamson@greatminds.org	Email	ksalois@helenaschools.org
Bill to Name	Katrina Salois	Ship to Name	Katrina Salois
Bill To	55 South Rodney Helena, MT 59601	Ship To	55 South Rodney Helena, MT 59601
		End User	Helena Public Schools

**Make Payment to:**  
Great Minds PBC Tax ID: 84-3785772  
**Mail payment to:**  
Great Minds PBC  
P.O. Box 200283  
Pittsburgh, PA 15251-0283

**Phone:** 202.223.1854  
**Email:** ordertracking@greatminds.org

**Wire/ACH** details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Eureka Math 2 - Kit	ISBN	Quantity	List Price	Discount	Total Price
Grade K					
Eureka Math Squared Grade K Learn & Digital Bundle: Part-Part-Total Modules 1-6	978-1-64929-023-6	550.00	\$35.02	17.19%	\$15,950.00
Eureka Math Squared Grade K Teacher Edition Set: Part-Part-Total Modules 1-6	978-1-64929-036-6	48.00	\$170.00	26.47%	\$6,000.00
Grade 1					
Eureka Math Squared Grade 1 Learn, Apply, & Digital Bundle: Units of Ten Modules 1-6	978-1-64929-018-2	550.00	\$43.26	19.09%	\$19,250.00
Eureka Math Squared Grade 1 Teacher Edition Set: Units of Ten Modules 1-6	978-1-64929-037-3	55.00	\$170.00	26.47%	\$6,875.00

Grade 2					
Eureka Math Squared Grade 2 Learn, Apply, & Digital Bundle: Ten Tens, Modules 1-6	978-1-64929-019-9	550.00	\$43.26	19.09%	\$19,250.00
Eureka Math Squared Grade 2 Teacher Edition Set: Ten Tens, Modules 1-6	978-1-64929-038-0	58.00	\$170.00	26.47%	\$7,250.00
Grade 3					
Eureka Math Squared Grade 3 Learn, Apply, & Digital Bundle: Units of Any Number Modules 1-6	978-1-64929-020-5	675.00	\$43.26	19.09%	\$23,625.00
Eureka Math Squared Grade 3 Teacher Edition Set: Units of Any Number Modules 1-6	978-1-64929-039-7	52.00	\$170.00	26.47%	\$6,500.00
Grade 4					
Eureka Math Squared Grade 4 Learn, Apply, & Digital Bundle: Fractional Units Modules 1-6	978-1-64929-021-2	600.00	\$43.26	19.09%	\$21,000.00
Eureka Math Squared Grade 4 Teacher Edition Set: Fractional Units Modules 1-6	978-1-64929-040-3	50.00	\$170.00	79.41%	\$1,750.00
Grade 5					
Eureka Math Squared Grade 5 Learn, Apply, & Digital Bundle: Fractions are Numbers Modules 1-6	978-1-64929-022-9	620.00	\$43.26	19.09%	\$21,700.00
Eureka Math Squared Grade 5 Teacher Edition Set: Fractions are Numbers Modules 1-6	978-1-64929-041-0	47.00	\$170.00	26.47%	\$5,875.00

Eureka Math Kits - Manipulative	ISBN	Quantity	List Price	Discount	Total Price
Grade K					
Eureka Math Squared - Complete Manipulative Kit, Grade K	GM-602210	48.00	\$710.00	12.00%	\$29,990.40
Grade 1					
Eureka Math Squared - Complete Manipulative Kit, Grade 1	GM-602211	55.00	\$680.00	12.00%	\$32,912.00
Grade 2					
Eureka Math Squared - Complete Manipulative Kit, Grade 2	GM-602212	58.00	\$530.00	12.00%	\$27,051.20
Grade 3					
Eureka Math Squared - Complete Manipulative Kit, Grade 3	GM-602213	52.00	\$675.00	12.00%	\$30,888.00
Grade 4					
Eureka Math Squared - Complete Manipulative Kit, Grade 4	GM-602214	50.00	\$320.00	12.00%	\$14,080.00

Grade 5					
Eureka Math Squared - Complete Manipulative Kit, Grade 5	GM-602215	47.00	\$315.00	12.00%	\$13,028.40

Kit	\$201,524.70
Manipulative	\$168,125.00
Solution Subtotal	\$369,649.70
Discount	(\$66,674.70)
Shipping and Handling	\$33,268.47
<b>*Pre-Tax Solution Total</b>	<b>\$336,243.47</b>
Estimated Sales Tax	\$0.00
Estimated S&H Tax	\$0.00
Total Solution:	<b>\$336,243.47</b>

This Quote is governed by the Terms and Conditions at <https://greatminds.org/customer-quote-terms> which are hereby incorporated by reference as if fully set forth herein.

**\*Tax Exemption: If Customer is exempt from paying any or all taxes, customer shall provide written evidence of such tax exemption issued by the applicable taxing authority.**

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item VI.B.2**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:       Item For Action**

2. Calendar Committee Proposal for the 2024-2025 School Calendar

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					





# Helena Public Schools

*A great place to learn*

Josh McKay  
Assistant Superintendent  
[jmckay@helenaschools.org](mailto:jmckay@helenaschools.org)  
Phone (406) 324-2004

Lincoln Center  
1325 Poplar St.  
Helena, Montana 59601  
Fax (406) 324-2022

Date: 3/7/2024

To: Helena School Board of Trustees  
From: Josh McKay, Assistant Superintendent  
Re: Recommended School Calendar for the 2024-2025 School Year

Board of Trustees,

For your consideration, enclosed in this packet is the recommended calendar from the Calendar Committee for the 2024-2025 school year. Members of the committee this year were: Thomas Baty, Jane Shawn, Nancy Peterson, Gary Myers, Jonna Schwartz, Shannon Callahan, Leighann Wilson, Kathleen Prody, Chelsa Kingston, and Josh McKay.

This proposed calendar begins with students attending a 3-day first week, then a 4-day week (Labor Day), and then a 5 day week. Along with this startup routine, we included a weeklong spring break and a two weeklong Winter break. The Winter break is 2 weeks long, due to the location of January 1. Returning for a 2-day school week is not a preferred practice for learning. Other aspects of the calendar are like past calendars.

The committee has recommended maintaining changes from last year. The 2.5-day K-5 week that used to occur in prior calendars that follows Martin Luther King Jr. Day associating with the high school semester test week will continue to be two 4-day weeks in the middle of January, a very creative and beneficial idea for student learning. The 2.5-day week of the past was a challenge for unit planning and learning acquisition. Also, we are maintaining the K-5 only half (AM) student day and half (PM) staff records day in early December. This change corresponds to the end of the K-5 trimester. We are excited to continue this for our staff and students with the trimester concept.

Our Calendar Committee is an enjoyable group of thoughtful participants. Together, we have rich discussions about our own ideas and the ideas shared with us from our partners throughout the district. The Calendar Committee's next steps include surveying our community on school calendar preferences for the committee's utilization in the creation of future calendars. I look forward to our discussion regarding the proposed calendar from our committee. Thank you for your consideration.

Sincerely,

Josh McKay  
Assistant Superintendent  
Helena Public Schools  
(406) 324-2004



## Holiday and Student Dismissal Dates

August 26 & 27	Staff Orientation
August 28	First Day of School for Grs 1-5, Gr 6 CRA & HMS, Grs 9-12 PAL, Gr 9 CHS & HHS
August 29	First Day of School for Grs 7-8 CRA & HMS, Grs 10-12 CHS & HHS
September 2	Labor Day - No School - District Closed
September 3	First Day of School for Kindergarten
October 17 & 18	Educator Conferences-No School
November 4	2nd Quarter Begins: Grades 6-12
November 27-29	Thanksgiving Break-No School
November 28 & 29	District Closed
December 2	Trimester 2 Begins: Grades K-5
December 6	12:00 P.M. Grades K-5 Student Early Dismissal
December 6	Grades 6-12: Full Day of School
December 6	P.M. K-5 Staff Records Day
December 23 - Jan. 3	Winter Break-No School
December 24, 25 & January 1	District Closed
January 20	Martin Luther King Jr. Day-No School-District Closed
January 22, 23 & 24	High School Semester Testing
January 24	Grades K-5: Full Day of School
January 24	12:00 P.M. Grades 6-8 Early Dismissal
January 24	P.M. 6-8 Staff Records Day
January 27	No School K-12, HS Staff In-Service & Records Day
January 28	3rd Quarter Begins: Grades 6-12
February 17	President's Day-No School-District Closed
March 17	Trimester 3 Begins: Grades K-5
March 31- April 4	Spring Break-No School
April 7	4th Quarter Begins: Grades 6-12
May 2	Vigilante Day - No School Grades 9-12/11:00 AM Dismissal K-8
May 26	Memorial Day-No School-District Closed
June 7	High School Graduation
June 9, 10	High School Semester Testing
June 10	Last Day & 12:00 p.m. Early Dismissal Students K-8
June 10	Last Day for Students 9-11
June 10	P.M. K-8 Staff Records Day: Last Day for Staff K-8
June 11	HS Staff In-Service-Records Day: Last Day for Staff 9-12

### July 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July 4 & 5 District Closed

### August 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### September 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### October 2024

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### November 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### December 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**Mondays are Professional Release days for Helena School District staff. School for students will dismiss early. Please see below.**

- Elementary School Student day ends 45 minutes early
- Middle School Student day ends 45 minutes early
- High School Student day ends 45 minutes early

- First Day of School for Various Grade Levels
- Holiday or Break- No School-All Grades
- Staff Orientation
- Last Day of School 9-12 Students
- High School Semester Testing
- Early Dismissal Students K-5 ONLY/Halfday K-5 Records Day
- Early Dismissal Students 6-8/ Halfday 6-8 Records Day
- Early Dismissal Students K-8/ Halfday K-8 Records Day
- HS Staff In-Service-Records Day-No School K-12
- Vigilante Day-K-8 Released 11:00 AM / HS No School

### January 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### February 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

### March 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### April 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### May 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### June 2025

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item VI.B.3**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:**      **Item For Action**  
3. Approval of HPS-HEA Teacher Collective Bargaining Agreement

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

# Board of Trustees

Approval of HPS – HEA Teacher Collective Bargaining Agreement

---



## VI. NEW BUSINESS

### B. Items for Action

3. Approval of the HPS-HEA Teacher Collective Bargaining Agreement (pending ratification)
- 

#### **Background:**

Pursuant to MCA 39-31-306, an agreement reached by the public employer and the exclusive representative must be reduced to writing and must be executed by both parties.

The Helena School District and the Helena Education Association (HEA) reached a tentative agreement on February 28, 2024.

The two (2) year agreement was open for language and wages for July 1, 2023, through June 30, 2025.

Highlights of significant language changes include:

- Maximum of two-lane movements per year effective the 25-26 school year.
- For purposes of leave, family is defined as any individual related by blood or affinity whose close association with the family is the equivalent of a family relationship.
- Reasons for sick leave use expanded to include mental health and childcare emergencies due to the closure of a day care facility or illness of a primary childcare provider.
- Sick leave donations are to be approved for a qualifying event as defined under the Family Medical Leave Act (FMLA). Sick leave donations for a parent, sibling or for purposes of parental leave are limited to a four-week maximum.
- Provisions for prep time replacement at the elementary level if a thirty (30) minute block of prep time is interrupted for an administrator directed meeting.
- Provisions for high school teachers who teach zero (0) period to earn PIR hours or use discretionary time for staying past their designated contract day on PLC Mondays.

Compensation summary:

- The District shall increase the contribution to the employee cafeteria plan by \$62.50 per month (a total contribution of \$1,031.90 per month) for the 2023 - 2025 fiscal years.
- A one and a half percent (1.5%) increase to the salary matrix and Master's stipend for those on PCAP for the 2023-2025 fiscal years. If all levies pass, a total increase of three (3%) to the salary matrix and Master's stipend for those on PCAP for 2024-2025 fiscal year.
- Addition of a \$2,000 stipend for HOSA advisors for the 2023-2024 school year.
- The total estimated salary cost of this settlement is approximately \$1.3 million for the 2023-2024 fiscal year.

Considerations:

- HPS and HEA engaged in a five-day consensus model to build strong relationships and reach an agreement.
- This agreement supports the directive of the Board to support our staff members and address issues relative to the district budget.

**Superintendent recommendation:**

Approve the collective bargaining agreement as agreed upon between the Helena School District and the Helena Education Association.

# HELENA EDUCATION ASSOCIATION

## Negotiated Agreement



2023-2025

## Table of Contents

<b>DEFINITIONS</b> .....	4
<b>PREAMBLE</b> .....	5
<b>AGREEMENT</b> .....	6
DURATION: .....	6
CHANGES IN AGREEMENT: .....	6
<b>ARTICLE I - TEACHING HOURS AND LOAD</b> .....	7
1.1 School Day .....	7
1.2 Work Year .....	7
1.3 Teaching Load .....	8
1.4 Building Meetings .....	9
1.5 Duty-Free Lunch Periods .....	9
<b>ARTICLE II - PROFESSIONAL COMPENSATION</b> .....	9
2.1 Salary Schedule .....	9
2.2 Training and Experience .....	10
2.3 Salary Schedule Advancement .....	10
2.4 Steps and Lanes (S&L) Salary Movement .....	10
2.5 Professional Growth .....	13
2.6 Pupil Instruction Related (PIR) Days .....	13
2.7 Extra-Duty Compensation .....	14
2.8 Travel Expenses: .....	15
2.9 Part-time Teachers .....	15
2.10 Retirement Benefit .....	15
2.11 Retirement Redemption Plan .....	16
<b>ARTICLE III – ASSOCIATION / TEACHER RIGHTS</b> .....	17
3.1 Discipline & Termination .....	17
3.2 Association Rights: .....	18
3.3 Pertinent Information: .....	18
3.4. New Teacher Orientation .....	19
<b>ARTICLE IV – PROFESSIONAL GROWTH</b> .....	19
4.1 District-Funded Professional Growth .....	19
4.2 Professional Growth Committee .....	19
4.3 Sabbatical Leave .....	19
4.4 Tuition and Fees Reimbursement .....	22
4.5 Other District-Funded Professional Growth .....	22
4.6 The Professional Development Committee .....	23
4.7 Mentoring .....	23
<b>ARTICLE V - LEAVES FROM DUTY</b> .....	23
5.1 Leave Increments .....	24
5.2 Sick Leave and Personal Leave .....	24
5.3 Discretionary Leave .....	26
5.4 Emergency Leave .....	26
5.5 Professional Leave .....	26
5.6 Leave of Absence .....	27
5.7 Legislative Leave .....	27
5.8 Association President’s Leave .....	28
5.9 Jury Duty/Civic: .....	28
<b>ARTICLE VI - INSURANCE</b> .....	28
6.1 Cafeteria Benefits Plan .....	28
6.2 Unused Cafeteria Benefit .....	29
6.3 Benefit Summary .....	30
6.4 Enrollment in the Health Insurance Plan .....	30
6.5 Cafeteria Plan Offerings .....	30
6.6 Cafeteria Plan Obligation & Liability .....	30
<b>ARTICLE VII - ASSIGNMENTS, TRANSFERS, VACANCIES</b> .....	31
7.1 Filling Positions .....	31
7.2 Potential Openings .....	31
7.3 Assignments .....	31

7.4	Contracts .....	31
7.5	Transfers .....	32
7.6	Involuntary Transfers.....	33
7.7	Vacancies .....	33
7.8	Exchange .....	35
7.9	Job Sharing .....	35
7.10	Representation and Dues .....	36
7.11	Personnel Files.....	36
<b>ARTICLE VIII - EMPLOYMENT STATUS OF TEACHERS.....</b>		<b>36</b>
8.1	Rehiring and Release .....	36
	Preamble.....	36
	Order of Layoff .....	36
8.2	Tenure /Non-Tenure Teachers .....	37
8.3	Reduction in Force Policy - Tenured Teachers.....	37
	Displacement Provision.....	38
	Recall.....	39
	Recall Procedure .....	39
	Termination of Recall Rights .....	39
8.4	Non-Tenured Teachers .....	40
8.5	Effect .....	40
8.6	Residency.....	40
<b>ARTICLE IX - PAYROLL DEDUCTIONS.....</b>		<b>40</b>
9.1	Payroll Deductions.....	40
<b>ARTICLE X - CURRICULUM .....</b>		<b>41</b>
10.1	Professional Staff Participation.....	41
<b>ARTICLE XI – NON-INSTRUCTIONAL DUTIES.....</b>		<b>41</b>
11.1	Non-instructional Duties.....	41
<b>ARTICLE XII - SCHOOL CALENDAR.....</b>		<b>41</b>
12.1	Timeline.....	41
12.2	Development.....	41
<b>ARTICLE XIII - BOARD POLICY .....</b>		<b>42</b>
13.1	Distribution of Manual.....	42
<b>ARTICLE XIV - TEACHER EVALUATION .....</b>		<b>42</b>
14.1	Purpose .....	42
14.2	Plan of Assistance .....	42
<b>ARTICLE XV - GRIEVANCE PROCEDURE AND ARBITRATION .....</b>		<b>43</b>
	Definition: .....	43
15.1	Purpose .....	43
15.2	Procedure .....	43
15.3	Election of Remedies and Waiver.....	45
<b>ARTICLE XVI - TEACHER RESPONSIBILITIES .....</b>		<b>46</b>
<b>STATEMENTS/ACTIONS DURING NEGOTIATION .....</b>		<b>46</b>
<b>DISTRIBUTION OF AGREEMENT.....</b>		<b>46</b>
<b>SUCCESSOR AGREEMENT.....</b>		<b>46</b>
<b>SALARY SCHEDULES--2023-2024, 2024-2025 .....</b>		<b>48</b>
<b>APPENDIX 1: PCAP .....</b>		<b>51</b>
<b>Professional Service Commitment Standards.....</b>		<b>53</b>
<b>APPENDIX 2: HPS EXTRA-DUTY COMPENSATION SCHEDULE.....</b>		<b>54</b>
1.	High School .....	54
2.	Middle School .....	56
3.	Short-term extra-duty assignments for athletic events .....	57
<b>APPENDIX 3: CALENDAR, 2024-2025 .....</b>		<b>58</b>
<b>APPENDIX 4: EDUCATOR EVALUATION GOVERNANCE DOCUMENT .....</b>		<b>59</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 the 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.

**BUSINESS DAY**

"Business day" is defined as all days excluding Saturdays, Sundays, and holidays as designated by 1-1-216 M.C.A.

**SCHOOL DAY**

"School day" is defined as any day that teachers are contracted to work.

**CALENDAR DAY**

"Calendar day" is defined as all days inclusive of Saturday, Sunday, and all holidays.

**COLLEGE CREDIT:**

The term "College Credit" shall refer to semester credits.  
One semester credit = 1 1/2 quarter credits.

(For example, a BA+10 refers to a bachelor's degree plus 10 semester credits or the equivalency there of as defined in Article 2)



## **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 students, employees and community needs.

DRAFT

## **AGREEMENT**

This Agreement shall be entered into the 1st day of July 2023, 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, 2023 through June 30, 2025 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 amendments 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 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 Agreement. The variance application form is available through the HEA President or the Human Resources Office.

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

- Article II Professional Compensation includes 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 thirty (30) minutes before the opening of school and continues no more than twenty-five (25) minutes after students are dismissed on non-early school dismissal days. 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 workdays 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 weekly time schedule provides for district wide release of students and professional development time for staff. The release time is to be used for Professional Learning Community work. The work to be completed during the weekly PLC time will be focused on the advancement of the learning and assessment goals of individual schools and/or district wide academic goals. Professional learning community work will be a collaborative process between teachers and administrators, final approval for all work rests with the building principal and School Leadership Team (SLT). Note: As PLC time currently is outside contract time for the high school teachers who teach zero (0) period, these teachers will be compensated either by earning one (1) PIR day for every eight (8) PLC meetings attended, or by flexing their PLC time during the week outside of student contact hours. Teachers will inform the supervisor of the choice of compensation at the beginning of the school year.

If additional release is needed, the school district may adjust weekly time schedules to provide for District wide release time. The release time, planned collaboratively through administrators and teachers, will be used for, but not limited to teacher in-service, building and/or district meetings, and curriculum work, final approval lies with administration.

### 1.2. Work Year

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

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

### **1.3 Teaching Load**

In order to provide the best and most effective education for students, Standards for Accreditation of Montana Schools, the 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 no additional compensation.

At the 6-8 level, a teaching day shall consist of five (5) teaching assignments, one (1) preparation period of the same length of time as a scheduled teaching assignment, and one (1) Advisor period. If an Advisor period is not scheduled, a teaching day will consist of five (5) teaching assignments and one (1) preparation period of the same length as a scheduled teaching assignment. During weeks of block scheduling, scheduling shall include one (1) regular-time preparation period each day for each teacher. Exceptions can be made for an A/B Schedule or a block schedule as long a teacher gets a preparation period of one (1) length of a teaching assignment per day or a double preparation length of teaching assignment every two (2) days. It is understood that preparation time may occasionally be interrupted because of emergencies or unusual days (field trips, etc.).

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 6-12 levels, if a teacher volunteers, in conjunction with an administrative ask, to teach another class during prep time due to a staffing shortage, that time will be compensated at \$28.00 per missed prep period.

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. If any portion of a block of prep time that is 30 minutes or longer is utilized by administration for a meeting, then the administrator will provide a replacement 30 minute block of uninterrupted prep time during the student day within 10 school days—this replacement time may be pre-planned before or after the meeting. If an administrator is unable to schedule a replacement 30 minute block time, the teacher will then be reimbursed at \$15.28 per 30 minutes. Nothing in this paragraph prohibits a teacher from using prep time for a meeting if that is their choice. 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 years, 2023-2025 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**

New teachers will be placed on the Steps and Lanes Matrix (S&L Matrix). Both the District and HEA have agreed upon the following provisions with respect to the purpose, management and continued implementation of the Professional Compensation Alternative Plan (PCAP) for grandfathered employees.

The District and HEA agree that the specific provisions and requirements of PCAP will be added to this document and will hold the same standing and status as other language contained in this negotiated agreement.

Should the District negotiate an increase to the base salary matrix, that percent increase will also apply to any Master's stipend held by teachers in the PCAP lane.

## **2.2 Training and Experience**

For placement on the S&L Matrix, 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 (1) year for one (1) year basis up to a maximum of 6 (six) years of experience. Newly hired teachers will be placed on the education lane that is appropriate to their highest degree awarded plus any additional education credits awarded after obtaining a teaching certificate.

Teachers hired who hold a Class 4 license and have five (5) years of occupational experience, of which three (3) must be continuous, will be placed at the appropriate lane on the salary matrix based on the highest educational degree held. A Class 4 licensed teacher with no educational degree will be placed in Lane 1; a Class 4 licensed teacher with a Bachelor's degree will be placed in Lane 5; and a Class 4 licensed teacher with a Master's degree will be placed in Lane 7. Only years of teaching experience will be recognized for step placement.

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 school 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 school 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. A maximum of one (1) step in any year shall be granted.

## **2.4 Steps and Lanes (S&L) Salary Movement**

Lane movement is in recognition of approved course work or certification in the assigned teaching (content) areas for which the teacher has been hired or in methodology that directly relates to the delivery of content. In addition, it is also intended that the District allows and encourages the development of a second major teaching or specialty area within the District curriculum. The District also supports the development of administrative candidates among the teaching staff.

A. College Credits:

1. Only credits from accredited colleges and universities will be accepted for lane movement. For college course credits, only courses taken after receiving a teaching degree or license will be recognized. Courses - may only be taken or performed one time for credit. Credits must be approved in advance by the Human Resources Office to be recognized for movement. The Human Resources Director will have thirty (30) calendar days to issue written rationale for the denial of credits, and if the teacher

alleges the Human Resource Director's decision is arbitrary or capricious, the teacher may appeal to a Credit Committee.

2. Approval will not be given for two courses of the same title and/or number unless it is clearly shown that a significant difference in course content or significant difference of direct benefit not only to the teacher but also to the District is implicit in the repetition.

3. Appeals involving evaluation of courses shall be resolved by a Credit Committee consisting of two administrators designated by the Superintendent and two HEA representatives. The Credit Committee will review the decision of the HR Director and either uphold or overturn this decision.

B. Continuing Education Units (PIR Credits)

1. For continuing education units, courses taken after July 1, 2021 must be approved by the Human Resources Office to be recognized as eligible units. The Human Resources Director will have thirty (30) calendar days to issue a written rationale for the denial of units, and if the teacher alleges the Human Resource Director's decision is arbitrary or capricious, the teacher may appeal to a Credit Committee. Courses offered through the Montana Office of Public Instruction's Teacher Learning Hub, District approved PIRs, and other approved courses are recognized on a 12:1 equivalency with college credits.

2. A teacher shall not receive credit for work completed during PIR days except as permitted in this paragraph. The District will permit teachers to use credits earned on one (1) PIR day toward movement on the salary schedule. The use of personal leave shall not constitute "in paid" status for this purpose.

3. Teachers may apply accumulated continuing education units for up to one half of the required credits to move over a lane on the salary schedule, the other half must be college credits. Teachers can use all PIR credits earned from January 2017-June 2021 for lane movement in the 12:1 equivalency ratio.

C. Board Certifications:

The following certifications are currently approved for a Board Certification (BC) lane:

1. National Board Certification from the National Board of Professional Teaching Standards
2. Certification of Clinical Competency for Speech Pathology
3. Nationally Certified School Psychologists Credential from the National Association of School Psychologists
4. The Board Certified Behavior Analyst Certification from the Behavior Analyst Certification Board
5. Board Certification through the National Board for Certified Occupational Therapists
6. Board Certification for Physical Therapists through the Montana Board of Examiners and the American Physical Therapy Association

7. Registered Nurse License from the National Council of State Boards of Nursing
8. Board Certification from the National Board for Certification of School Nurses
9. Licensed Clinical Professional Counselor from the Montana State Board of Behavioral Health
10. National Certified Counselor from the National Board of Certified Counselors

A listing of currently approved certifications is noted above. Additional Certifications will be reviewed through the Board Certification Committee. Instructions and application materials for certification inclusion is available through the Human Resources Office.

All applications recommended for inclusion by the Board Certification Committee have to be approved by both the Board of Trustees and the HEA Board of Directors. All certifications that are approved by the two (2) Boards would not take effect until the next budget year. Applications for a new certification inclusion must be received by the Human Resources Office between September 1 and November 1.

A teacher's salary will be frozen at their current pay level if their board certification is not current. The teacher will remain at the current pay level (no step increases) for the duration of the school year until the certification is renewed.

The Lane movement process and placement for Board Certification (currently approved and newly approved) is outlined below in Section E.

#### D. Class 4 Licenses

The District is committed to ensure that every teacher, regardless of licensure or endorsement area, has a pathway to move horizontally along the salary matrix. Teachers hired or assigned to teach Career Technical Education (CTE) classes can move horizontally on the pay matrix through conventional means (as listed in Article 2, Sections A and B) or through unconventional means which include hours of industry specific experience, related training, specialized certifications, or college degrees. Unconventional means would need approval of the Class 4 Certification Committee to ensure both rigorous professional developments, as well as necessity for serving student needs in the District.

Any teacher wanting to make an individual application to move lanes through these unconventional means will make application to the Class 4 Certification Committee. This application would be applicable only to the individual teacher making the application.

All individual applications recommended for inclusion by the Class 4 Certification Committee would have to be approved by both the Board of Trustees and the HEA Board of Directors. All individual certifications that are approved by the two (2) Boards would not take effect until the next budget year. Employees would need to submit a notice of intent for lane movement as outlined in Article 2, Section E.



Applications for a new individual certification inclusion must be received by the Human Resources Office between September 1 and November 1.

E. Lane Movement:

1. Teachers must notify the Human Resources Office using an online form of their intent to move a lane for the following school year. Lane change notifications made by April 15, 2024, and approved by the Human Resources Office, will honor the maximum lane movement achieved on the S&L matrix. Beginning with the 2024-2025 school year, the online form (i.e., the Intent to Change Lanes form) must be received by the Human Resources Office no later than January 15 for approval for the following school year. Only two (2) lanes may be advanced in any one year. (For example, a teacher may move from BA (Lane 1) to BA+20 (Lane 3) in one year, but may not move farther horizontally on the S&L matrix.) Teachers will receive receipt within five (5) business days of their online notification to change lanes.

2. For credits to be recognized for movement, credits must be completed not later than January 15 in the school year in which such movement would take place. Pay adjustments will not be made until official transcripts are received in the Human Resources Office. The District will retroactively pay, back to the beginning of the school year, the advanced salary amount upon receipt of the official transcript.

3. At the conclusion of the 2020-2021 school term, teachers with 20 years or more experience with District were allowed to remain on the PCAP lane for the remainder of their tenure with the District. Teachers who would like to move to the S&L Matrix can do so provided they give notice by the third (3<sup>rd</sup>) Monday in May of the current school year. All teachers remaining on PCAP will be required to complete two (2) Professional Service Commitments (PSCs), including one (1) assigned by the District and one (1) chosen from a list provided by the District, and will continue to move down a step on PCAP until they reach the final step. Teachers who achieve Step 24 on the PCAP scale are not required to complete Professional Service Commitments (PSCs).

4. Teachers who are frozen at a certain salary scale placement will still accrue steps for future lane placement. These teachers will remain at the same salary schedule placement until and unless they receive educational credits and/or continuing education units to justify a lane movement or step movement that would place them on the Lanes 1-7 pay scale with a higher salary.

## **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 teacher shall have one (1) 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 Pupil Instruction Related (PIR) Days**

Teachers will fulfill their seven (7) PIR days as included in individual contracts. Four (4) days are district directed (staff orientation, parent/teacher conferences and

records). The remaining three (3) days are teacher choice. The exception to this is for teachers hired for their first year with the district as noted below.

Teachers may choose from professional development already approved by the District, or apply for professional development to be added to the approved listings. The application for new PIR is available online.

Due the importance of new teachers to the Helena School District learning about the community and working with their mentors, the District and HEA agree that all new teachers should have one (1) day of their seven (7) Pupil Instruction Related (PIR) days be devoted to community engagement and mentor orientation. The District will plan this day with activities that will achieve this purpose.

Therefore, new educators with Helena Public Schools will serve a 187 day contract for the District: five (5) directed PIR days and two (2) choice PIR days. The five (5) directed PIR days will include: one (1) community engagement and mentor orientation day; two (2) start up days; and two (2) parent teacher conference/records days. These days will be set by the school calendar. Nothing in this paragraph limits the District's right to engage new teachers in new teacher orientation.

## **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 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.

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 be majority vote recommend in writing to the Association and Board of Trustees that data adjustments be made or not made for the following year.

The activities subcommittee has a responsibility to react proactively to changes in programs instead of reactively. When the Activities Department is made aware of proposed changes to a program, either by the sponsor, coach or other sources, the activities subcommittee should be convened to review possible changes and submit recommendations 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 represents extra-duty positions for bargaining stipends only. 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 Travel Expenses:**

All employees required to travel from one worksite to another as part of their duties during the school day will receive reimbursement for travel at the rate established by the United States Internal Revenue Service. Time spent in travel will occur during the workday, but not during duty free lunch or preparation time. This reimbursement will not include traveling to any meetings or training opportunities.

**2.9 Part-time Teachers**

Part-time teachers are those teachers who are contracted by the District for less than one hundred eighty (180) school days and/or less than seven (7) 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.

**2.10 Retirement Benefit**

Teachers employed after July 1, 2017, are not eligible for this Retirement Benefit (Article 2.10).

Any retiring teacher in good standing with twenty (20) years or more of cumulative teaching experience in the Helena School District will be eligible for this retirement benefit if proper notification is given to the Personnel office as follows:

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 completion of all teaching duties as outlined in the teaching contract.

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.

## 2.11 Retirement Redemption Plan

- A. 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 2.11).
- B. 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 pre-2017 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 redemption of leave accumulation into a retirement plan (403B) provided the teacher has 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 benefit.
- C. 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.
- D. 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. This rate will be provided by the district by October 1st of each school year. 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 Benefit, 5 days Sick Reserve/Lost if maxed.
- 14 days unused = 5 days redeemable, 5 days Sick Leave Benefit 4 days Sick Reserve/Lost if maxed.
- 13 days unused = 4 days redeemable, 5 days Sick Leave Benefit 4 days Sick Reserve/Lost if maxed.
- 12 days unused = 4 days redeemable, 4 days Sick Leave Benefit 4 days Sick Reserve/Lost if maxed.
- 11 days unused = 4 days redeemable, 4 days Sick Leave Benefit 3 days Sick Reserve/Lost if maxed.

- 10 days unused = 3 days redeemable, 4 days Sick Leave Benefit 3 days Sick Reserve/Lost if maxed.
- 9 days unused = 3 days redeemable, 3 days Sick Leave Benefit 3 days Sick Reserve/Lost if maxed.
- 8 days unused = 3 days redeemable, 3 days Sick Leave Benefit 2 days Sick Reserve/Lost if maxed.
- 7 days unused = 2 days redeemable, 3 days Sick Leave Benefit 2 days Sick Reserve/Lost if maxed.
- 6 days unused = 2 days redeemable, 3 days Sick Leave Benefit 1 day Sick Reserve/Lost if maxed.
- 5 days unused = 2 days redeemable, 2 days Sick Leave Benefit, 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 Benefit.

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

0 to 9 days contributed allows up to contributed amount from the Benefit.  
 10 to 15 days contributed allows up to 25 days from the Benefit.  
 16 to 25 days contributed allows up to 50 days from the Benefit.  
 26 to 50 days contributed allows up to 90 days from the Benefit.  
 51 to 75 days contributed allows up to 120 days from the Benefit.  
 Over 75 days contributed allows up to 180 days from the Benefit.

- E. Teachers in the Sick Leave/Retirement Redemption plan are not eligible for the Retirement Benefit (Article 2.10).

## **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; 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.
- E. 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.

### **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 a 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 website 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.

### **3.3 Pertinent Information:**

The District agrees to furnish to the Association upon request information concerning the names and addresses of all bargaining unit employees and their unit salaries, or wages. The District shall notify the Association of new hires within seven calendar days

of start date, including the name, home address, position and building, salary, and FTE.

### **3.4. New Teacher Orientation**

The District agrees to assign thirty (30) minutes of any new teacher orientation session to the Association for purposes of information and enrollment of members. The Association will be responsible to attend the orientation and provide the information.

## **ARTICLE IV – PROFESSIONAL GROWTH**

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

Each year the sum amounts 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 funds must be reviewed by the District Business Manager for fiscal compliance with state and federal laws and regulations prior to the 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 is 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 (1) semester up to a full year, at one-half pay, or one (1) 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 one (1) FTE each school year. The 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 activities; 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 online and are due in the Human Resources 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 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.

Beginning in the school year 2024-2025, tuition and fees will be awarded by lottery on May 1 for any tuition and fees incurred by the teacher during the previous twelve (12) months.

The Professional Growth Committee shall allocate at least \$5,000, but no more than \$12,000 from the professional growth fund (Article 4.1). Requests for tuition and fees reimbursement will be awarded by lottery to a minimum of ten (10) teachers and a maximum of twenty-four (24) awards per year inclusive of approved Board Certification Reimbursement. The minimum award will be \$500 per teacher per year. 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 with HSD. 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, lodging, 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.

The Tuition and Fees Reimbursement form is available online. Submission must include proof of credits earned and 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 District's 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.

The Pupil Instruction Related (PIR) Year will run from June 1 through May 31. All teachers must submit completed PIR credits for the contract year no later than May 31 each year. Teachers must complete eighteen (18) PIR credits each contract year by May 31. If PIR is not complete, the teacher will be considered in breach of contract and will be docked pay for the equivalent hours.

Teachers will need to submit two proposals for a single professional development activity that occurs over the course of two separate contract years. The credits earned prior to May 31 will be applied to that year's requirements. Credits earned following the May 31 date will be credited to the new contract year.

#### **4.7 Mentoring**

The Helena Public Schools in partnership with the Helena Education Association provides a mentoring program for educators new to the District. The program's purpose is to provide support and training to new educators by matching them with a master mentor who has been teaching in the District for five or more years. The program goals include: 1) improving teaching performance and student learning, 2) easing the transition into teaching, and 3) supporting and insuring the retention of qualified educators.

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

The District recognizes the diversity of teachers and the need to take various types of leave during the course of the school year for a range of personal and family obligations. Employees and management are expected to communicate honestly and openly regarding leave requests. There will be a shared responsibility in the use of leave benefits for outcomes that provide for employee personal considerations, extenuating circumstances, positive employee morale, and adequate staffing.

For the purposes of Article V, family is defined as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

## **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 an employee's mental or physical health or disability that prevents the employee from performing their job, personal medical appointments, quarantine or communicable disease, maternity, post-adoptive care, or illness in the family, or for a childcare emergency due to closure of a daycare facility or illness of the primary childcare provider. 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. 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) school 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. A teacher shall accumulate seniority during the period of emergency leave.

At the time of termination of employment or retirement, accumulated sick leave shall be paid to teachers with ten (10) or more years of continuous service as a teacher within the Helena School District 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 and personal 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) or other qualifying event(s) as

covered under the Family and Medical Leave Act (FMLA). Use of sick leave donations for a qualifying FMLA event for a parent, sibling or for purposes of parental leave can not exceed four (4) weeks. When two spouses are employed by the District, they may donate sick leave to the other spouse for purposes for which sick leave is allowed. If extenuating circumstances exist, the District may allow greater consideration for sick leave donations. Any such donor shall complete the online form of the intention to make such donation. Donated leave shall be drawn in order of date of such receipt and may be utilized by an employee for all approved qualifying event(s) during a school year. A drawing shall be conducted to determine order of usage for donations bearing identical dates of receipt. At the end of the school year, any unused sick leave shall be returned to the donor(s). An employee would need to make a new request each school year for donations. 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.

The District may approve up to four (4) weeks of unpaid leave beyond leave approved under the Family Medical Leave Act (FMLA) for purposes of baby bonding/parental leave for the birth of a child, adoption, or foster care, up to one year from the event. This unpaid leave must be consecutive with leave approved under the FMLA. An employee who does not qualify for leave under the FMLA may make a request to their building principal/supervisor who will submit a recommendation to the Human Resources Office for final determination. This applies to tenured as well as non-tenured teachers.

HEA and the District agree that all full time teachers will be credited with an additional 105 hours of work time (105 hours was determined based on fifteen (15) days of leave at seven (7) hours per day) for purposes of calculating time worked in the preceding twelve (12) month period when determining whether the teacher is eligible for leave under the Family Medical Leave Act.

The District will not certify a teacher's eligibility until and unless the teacher meets the minimum hours (1,250) as calculated using the additional 105 hours of work time.

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. A teacher shall accumulate seniority during a period of personal leave.
3. The review and granting process shall reside with the teacher's principal or immediate supervisor; the Superintendent shall provide for uniform treatment of the professional staff.
4. A teacher seeking personal leave to extend a vacation must submit a request no less than five (5) business days prior to the leave day. For other personal leave, at least two (2) business days written notice shall be required except in the case of an emergency.

5. 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.

6. The number of teachers on personal leave at any one time may be limited by the availability of substitutes.

7. Extenuating circumstances which are unanticipated and unpreventable may be afforded consideration by the Superintendent.

### **5.3 Discretionary Leave**

The District understands the need for teachers, on rare occasions, to take a short amount of time off using discretionary leave. The District also recognizes that discretionary leave is beneficial to the district as it is more cost effective than hiring a half day guest teacher. Teachers may take discretionary leave for up to two (2) class periods or one (1) hour and forty-five (45) minutes. Teachers covering the class must do so on a voluntary basis. Paraprofessionals may not be used for discretionary leave unless approved by the building administrator. The building administrator will be notified of the leave and the arrangements for coverage. Discretionary leave shall be approved by the building administrator as long as the leave does not interrupt the operation of the building. This provision is not subject to the Arbitration provision of the grievance procedure contained in this negotiated agreement.

### **5.4 Emergency Leave**

In the event of death in the family, each teacher shall be granted five (5) school days, leave of absence at full salary. When feasible, administration will allow a teacher to attend the funeral of a close friend utilizing discretionary leave.

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

### **5.5 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) school 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) school days.

Seniority shall accrue during approved terms of professional leave.

## **5.6 Leave of Absence**

Leaves of absence without salary approved for a time in excess of twenty (20) school 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 Human Resources 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. An initial one-year leave of absence can be extended for up to three years total. 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 Human Resources Office 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.

Upon return, an employee granted an extended leave of absence will be placed by the District in an assignment for which they are qualified.

## **5.7 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, not to exceed 180 days per school year (MCA 39-2-104). Legislative leave is defined as any day for which the teacher receives legislative pay.

During a legislative leave, the teacher shall continue to accrue seniority and receive all fringe benefits which said teacher is entitled. A teacher on legislative leave shall receive their regular contracted daily rate of pay minus the legislative daily wage.

**5.8 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.

**5.9 Jury Duty/Civic:**

A. Employees will promptly inform the District when notified of a jury duty summons and will cooperate in requesting a postponement of service if warranted by business demands. Each employee who is under proper summons as a juror shall collect all fees payable as a result of the service and forward the fees to the business office. Juror fees shall be applied against the amount due the employee from the employer. However, if an employee elects to charge juror time off against personal leave, the employee shall not be required to remit juror fees to the employer. In no instance is an employee required to remit to employer any expense or mileage allowance paid by the court. If an employee is released from jury duty and there are more than two hours remaining of their work shift, they are expected to return to the workplace.

B. Employees will promptly inform the District when they receive a subpoena. An employee subpoenaed to serve as a witness shall collect all fees payable as a result of the service and forward the fees to the business office or may elect to charge their witness time off against personal leave, provided the employee has been subpoenaed on the Employer's behalf or the subpoena is for a legal proceeding which is unrelated to the personal or financial matters of the employee. Witness fees shall be applied against the amount due the employee from the employer. In no instance is an employee required to remit to the employer any expense or mileage allowances paid by the court. If an employee is released from jury duty and there are more than two hours remaining of their work shift, they are expected to return to the workplace.

C. All articles of this provision shall be in accordance with MCA 2-18-619.

**5.9 Military Leave:**

Employees shall be granted leave for service in the military in accordance with state and federal law. The District will comply with all federal regulations regarding the employee's return to service following military leave. (MCA 10-1-1009)

**ARTICLE VI - INSURANCE**

**6.1 Cafeteria Benefits Plan**

The Helena Public Schools has a Self-Funded Insurance Plan. 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.

HEA will meet with the District after the committee formulates premium recommendations to negotiate the district and employee contributions to the cafeteria benefit plan amounts. Those amounts will be illustrated in the CBA as noted below.

The District shall contribute to the employee cafeteria benefit plan the amount of \$1,031.90 per month (12 months) for the 2023-2024 and 2024-2025 school year.

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.

If maintenance of benefits costs more than the above 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 the 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**

Open enrollment will occur for a twenty-one (21) calendar day period, beginning fourteen (14) calendar days prior to teachers' first contracted day. All teachers must enroll or re-enroll during the open enrollment period.

If needed, new teachers may acquire current health insurance coverage beginning on September 1 by contacting the Human Resources Office to make arrangements.

In order to enroll as a member of the group after the open enrollment deadline, and if a qualifying event has occurred, the employee must complete the membership forms and submit them to the District Business Office for consideration no later than the 10<sup>th</sup> of the month preceding the first month of coverage.

Employees have thirty (30) calendar days from their eligibility date (first contracted work day) 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**

Human Resources 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. The Potential Openings listing will be open following the January 15<sup>th</sup> retirement benefit date. The initial open position listing will be posted for ten (10) business days. Following that, the Potential Openings Listing will be updated as positions are filled or become open. The listing shall include school and grade level/position whenever possible. Once the District has filled the first round of open positions, new potential openings shall be posted and remain open for two (2) business days for consideration by tenured teachers only.

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. A building is defined as a physical building, K-12 Special Education, K-12 Library, K-12 Nursing, K-5 Counseling, K-5 Music, and K-5 Physical Education.

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.

### **7.4 Contracts**

Contracts shall be issued each year regarding the following subjects:

A. Length of the school year

B. Teaching salary, stipend, tenure status, step placement, and assignment. Note: An assignment does not exclude a teacher from requesting and/or being granted a transfer, nor does it exclude the District from changing assignments.

C. How salary is to be paid

#### D. Responsibility and duties of the teacher

Should a change be made to an assignment after contracts have been signed, Human Resources shall notify the teacher by phone, or email at least fifteen (15) calendar days prior to the opening of school.

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

No temporary contracts will be issued to teachers unless the teacher is a long-term substitute. These temporary contracts will be issued no later than thirty-five (35) days of continuous service.

### 7.5 **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 (2) 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, after ten (10) calendar days if either of the two (2) most senior qualified teachers cannot be reached by phone and email, 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.

## **7.6 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 as defined in Article 7, Section 3 or shall be filled in the following manner:

During the school year: First, an open administrative request for qualified volunteers from within the building shall be conducted. Should more than one (1) qualified teacher volunteer, the teacher with the most seniority will be transferred. Should no qualified teacher within that building volunteer, then the qualified non-tenured teacher with the least seniority shall be transferred, or if no non-tenured qualified teachers are available within the building, then the tenured teacher with the least District seniority from within the building shall be involuntarily transferred.

During the summer months: First, Human Resources shall check the voluntary transfer requests for qualified volunteers from within the building. Should there be no qualified voluntary transfer requests from within that building then the qualified teacher with the least District seniority within the building 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 (2) calendar days scheduled by the school district to relocate. The District shall assist the teacher in moving materials and supplies to the new site.

## **7.7 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. The exception to this is for “potential openings” following the first round of transfers/hiring during the recruitment season (see 7.2, Potential Openings). During the summer recess, vacancies shall be posted on the District's website. These vacancies shall not include temporary

vacancies of less than one (1) year duration. Each teacher will be eligible to apply for any opening for which they are 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) calendar 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 current phone number and email address with Human Resources to be contacted should a vacancy of interest occur.

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

## **7.8 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 (1) 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 Human Resources Office for a final decision.

2. Out-of-District: A tenured teacher who would like to exchange assignments for one (1) 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 Human Resources Office for a final decision.

## **7.9 Job Sharing**

Tenured teachers may volunteer, and the District may, in its sole discretion, agree that two (2) or more teachers may share a position. Job sharing will not be considered for non-tenured staff.

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

All teachers 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 teacher's home school(s).

At the end of each year the 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 teachers 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 teachers without displacing other teachers in that building (this provision supersedes the in-voluntary transfer provision).

#### **7.10 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 of dues shall be solely between the affected bargaining unit employee and the Association.

The Association agrees to indemnify and hold harmless the 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.

#### **7.11 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 (as defined in 8.3 below) 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) business 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.

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 /Non-Tenure Teachers**

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.

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

## **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. 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 and Access, 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 status. 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 physical or mailing address, phone number and email 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) and email 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) or email 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.

If a teacher is recalled less than 10 days prior to the start of school, they must reply within 5 days as to the intent to accept the recalled position.

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 ten (10) business 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 Non-Tenured Teachers**

A non-tenured teacher is defined by Montana Code Annotated. 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 in accordance with Section 20-4-206 MCA. Determination of the release of non-tenured teachers shall not be subject to arbitration.

Non-tenured teachers who have not been reelected or who wish to, may within forty-five (45) business days following the last official school day of the previously contracted year, apply for District determined vacancies noted as external vacancies 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
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 Payroll Office 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 – NON-INSTRUCTIONAL DUTIES**

### **11.1 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 (6) 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 on the district website.

### **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 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 Plan of Assistance. If a Plan of Assistance is implemented, the plan must cover no less than forty-five (45) school days.

In the Plan of Assistance, the evaluator shall state specific weaknesses and, in consultation with the teacher, shall outline the tools, resources, training, and/or other

supports 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. The evaluator shall identify methods of evaluation and establish review dates.

At the end of the Plan of Assistance, the evaluator shall submit a written evaluation of the teacher's performance which shall be reviewed with the teacher. After discussion with the evaluator, the teacher shall have five (5) business 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 supervisor file. 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 Plan of Assistance before any such dismissal can be affected.

## **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) business days of the teacher's first knowledge of the facts upon which the grievance is based, provide a statement of the pertinent facts surrounding the nature of the grievance when requesting a meeting to discuss with the principal or supervisor, with the objective of resolving the matter informally. The principal or supervisor has five (5) business days to investigate and respond in writing to the informal grievance.

## 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) business days of the informal response. The principal shall have five (5) business 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) business 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) business 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) business 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) business 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) business 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) business 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) business 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) business days, either party may request the Board of Personnel Appeals to submit, within ten (10) business days to both parties, a list of five (5) names. Within five (5) business 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) calendar 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 \_\_\_\_\_

Dated \_\_\_\_\_

HELENA EDUCATION ASSOCIATION  
HELENA, MONTANA

By \_\_\_\_\_

Dated \_\_\_\_\_

DRAFT

# SALARY SCHEDULES--2023-2024, 2024-2025

HSD Teacher Pay Matrix for 2023-2024 (1.5% increase)								
Step	BA	BA+10	BA+20	BA+30	MA or BC	MA+30	MA + BC or PhD	PCAP Base
0	\$ 42,239.23	\$ 43,295.21	\$ 44,351.19	\$ 45,407.17	\$ 48,575.11	\$ 54,910.99	\$ 58,078.94	\$ 41,919.27
1	\$ 43,295.21	\$ 44,351.19	\$ 45,494.82	\$ 46,869.70	\$ 50,335.43	\$ 56,277.44	\$ 59,523.52	\$ 43,344.83
2	\$ 44,351.19	\$ 45,407.17	\$ 46,639.49	\$ 48,331.17	\$ 52,094.69	\$ 57,643.87	\$ 60,969.15	\$ 44,770.41
3	\$ 45,407.17	\$ 46,463.15	\$ 47,783.12	\$ 49,793.71	\$ 53,855.02	\$ 59,010.31	\$ 62,413.73	\$ 46,195.99
4	\$ 46,463.15	\$ 47,519.13	\$ 48,926.75	\$ 51,255.19	\$ 55,615.33	\$ 60,376.75	\$ 63,859.37	\$ 47,621.56
5	\$ 47,519.13	\$ 48,575.11	\$ 50,071.43	\$ 52,717.72	\$ 57,374.59	\$ 61,744.25	\$ 65,303.95	\$ 49,625.81
6	\$ 48,575.11	\$ 49,631.09	\$ 51,215.06	\$ 54,180.25	\$ 59,134.92	\$ 63,110.68	\$ 66,749.59	\$ 51,051.38
7	\$ 49,631.09	\$ 50,687.07	\$ 52,358.68	\$ 55,641.73	\$ 60,895.24	\$ 64,477.12	\$ 68,194.18	\$ 52,476.96
8	\$ 50,687.07	\$ 51,743.06	\$ 53,503.37	\$ 57,104.27	\$ 62,654.50	\$ 65,843.56	\$ 69,638.75	\$ 53,902.54
9	\$ 51,743.06	\$ 52,799.03	\$ 54,647.00	\$ 58,566.80	\$ 64,414.82	\$ 67,210.00	\$ 71,084.39	\$ 55,328.11
10	\$ 52,799.03	\$ 53,855.02	\$ 55,790.62	\$ 60,028.28	\$ 66,175.14	\$ 68,576.43	\$ 72,528.98	\$ 58,553.07
11	\$ 52,799.03	\$ 54,910.99	\$ 56,935.31	\$ 61,490.81	\$ 67,934.40	\$ 69,942.88	\$ 73,974.61	\$ 59,978.64
12	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 62,952.29	\$ 69,694.72	\$ 71,309.31	\$ 75,419.19	\$ 61,404.22
13	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 71,455.05	\$ 72,676.81	\$ 76,863.78	\$ 62,829.79
14	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 73,214.30	\$ 74,043.25	\$ 78,309.41	\$ 64,255.37
15	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 74,974.63	\$ 75,409.69	\$ 79,753.99	\$ 67,481.38
16	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 74,974.63	\$ 76,776.12	\$ 81,199.63	\$ 68,906.96
17	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 74,974.63	\$ 78,142.57	\$ 82,644.21	\$ 70,332.54
18	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 74,974.63	\$ 78,142.57	\$ 84,089.85	\$ 71,758.10
19	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 74,974.63	\$ 78,142.57	\$ 85,534.44	\$ 73,183.68
20	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 74,974.63	\$ 78,142.57	\$ 85,956.83	\$ 75,664.18
21	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 74,974.63	\$ 78,142.57	\$ 86,379.22	\$ 77,089.76
22	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 74,974.63	\$ 78,142.57	\$ 86,801.61	\$ 78,515.33
23	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 74,974.63	\$ 78,142.57	\$ 87,224.00	\$ 79,940.90
24	\$ 52,799.03	\$ 54,910.99	\$ 58,078.94	\$ 64,414.82	\$ 74,974.63	\$ 78,142.57	\$ 87,646.40	\$ 81,366.47
\$1000 stipend for single Montessori								
\$2000 stipend for double Montessori								
\$2030 stipend for Master's degree on PCAP								



HSD Teacher Pay Matrix for 2024-2025 (increase 3.0%, all levies pass)								
Step	BA	BA+10	BA+20	BA+30	MA or BC	MA+30	MA + BC or PhD	PCAP Base
0	\$ 43,506.40	\$ 44,594.07	\$ 45,681.72	\$ 46,769.39	\$ 50,032.36	\$ 56,558.32	\$ 59,821.31	\$ 43,176.84
1	\$ 44,594.07	\$ 45,681.72	\$ 46,859.66	\$ 48,275.79	\$ 51,845.50	\$ 57,965.76	\$ 61,309.22	\$ 44,645.18
2	\$ 45,681.72	\$ 46,769.39	\$ 48,038.68	\$ 49,781.11	\$ 53,657.53	\$ 59,373.19	\$ 62,798.23	\$ 46,113.52
3	\$ 46,769.39	\$ 47,857.04	\$ 49,216.62	\$ 51,287.52	\$ 55,470.67	\$ 60,780.62	\$ 64,286.14	\$ 47,581.87
4	\$ 47,857.04	\$ 48,944.71	\$ 50,394.55	\$ 52,792.84	\$ 57,283.79	\$ 62,188.05	\$ 65,775.16	\$ 49,050.20
5	\$ 48,944.71	\$ 50,032.36	\$ 51,573.57	\$ 54,299.25	\$ 59,095.83	\$ 63,596.57	\$ 67,263.07	\$ 51,114.58
6	\$ 50,032.36	\$ 51,120.03	\$ 52,751.51	\$ 55,805.66	\$ 60,908.96	\$ 65,004.00	\$ 68,752.07	\$ 52,582.93
7	\$ 51,120.03	\$ 52,207.68	\$ 53,929.44	\$ 57,310.98	\$ 62,722.10	\$ 66,411.44	\$ 70,240.00	\$ 54,051.27
8	\$ 52,207.68	\$ 53,295.35	\$ 55,108.47	\$ 58,817.39	\$ 64,534.13	\$ 67,818.86	\$ 71,727.92	\$ 55,519.62
9	\$ 53,295.35	\$ 54,383.00	\$ 56,286.41	\$ 60,323.80	\$ 66,347.27	\$ 69,226.30	\$ 73,216.92	\$ 56,987.95
10	\$ 54,383.00	\$ 55,470.67	\$ 57,464.34	\$ 61,829.13	\$ 68,160.39	\$ 70,633.73	\$ 74,704.85	\$ 60,309.66
11	\$ 54,383.00	\$ 56,558.32	\$ 58,643.37	\$ 63,335.54	\$ 69,972.43	\$ 72,041.16	\$ 76,193.85	\$ 61,778.00
12	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 64,840.86	\$ 71,785.56	\$ 73,448.59	\$ 77,681.76	\$ 63,246.35
13	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 73,598.70	\$ 74,857.12	\$ 79,169.69	\$ 64,714.68
14	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 75,410.73	\$ 76,264.54	\$ 80,658.69	\$ 66,183.03
15	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 77,223.87	\$ 77,671.98	\$ 82,146.61	\$ 69,505.82
16	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 77,223.87	\$ 79,079.41	\$ 83,635.62	\$ 70,974.17
17	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 77,223.87	\$ 80,486.84	\$ 85,123.54	\$ 72,442.51
18	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 77,223.87	\$ 80,486.84	\$ 86,612.54	\$ 73,910.85
19	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 77,223.87	\$ 80,486.84	\$ 88,100.47	\$ 75,379.19
20	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 77,223.87	\$ 80,486.84	\$ 88,535.53	\$ 77,934.11
21	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 77,223.87	\$ 80,486.84	\$ 88,970.60	\$ 79,402.45
22	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 77,223.87	\$ 80,486.84	\$ 89,405.66	\$ 80,870.78
23	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 77,223.87	\$ 80,486.84	\$ 89,840.72	\$ 82,339.13
24	\$ 54,383.00	\$ 56,558.32	\$ 59,821.31	\$ 66,347.27	\$ 77,223.87	\$ 80,486.84	\$ 90,275.79	\$ 83,807.46
\$1000 stipend for single Montessori								
\$2000 stipend for double Montessori								
\$2090.90 stipend for Master's degree on PCAP								

## APPENDIX 1: PCAP

### **PCAP Remuneration**

Remuneration for the Professional Compensation Alternative Plan (PCAP) is a Career Ladder with 25 steps (O to 24). This plan applies to employees who were able to opt to stay on PCAP during the 2021-2023 school year and for those employees who are permanently grandfathered on the PCAP for the remainder of their career with Helena Public Schools.

To advance to the next step on the PCAP salary schedule, an educator is required to:

1. Perform Professional Service as defined in the plan and as written in the current Agreement.
2. Receive a positive evaluation as defined in the current Agreement.

Completion of these requirements for step advancement will be reviewed yearly.

Montessori Teachers are eligible for stipends as outlined below. All other stipends have been accommodated through the S&L Matrix. No other stipends will be approved or granted through this process.

The District will provide a \$1,000 stipend yearly to educators who obtain certification for Lower Elementary Montessori, Upper Elementary Montessori, or Upper Elementary/Level II Montessori. Each certificate will be worth \$1,000. This stipend is only available for Montessori teachers who have been in the District prior to 2023, and who are currently teaching in a Montessori classroom. Any new teacher hired into the Montessori program after 2023, will not be eligible for this stipend.

Educators holding a master's degree prior to moving to PCAP will receive a stipend in accordance with Article 2.1 following the completion of Step 24. Once earned, the stipend will be included in the educator's annual salary for the duration of the educator's career with Helena Public Schools.

### **PCAP Placement and Responsibilities**

Existing staff who are grandfathered as a result of the 2020-2023 contract will remain on PCAP and continue to complete professional service commitments whether they move on the PCAP salary schedule or not as negotiated. Once a teacher has reached Step 24 in Lane 8 (PCAP) they will no longer be required to perform PSC duties.

## **PCAP Timeline Procedures and Penalties**

### **In September of every year:**

Those employees on the PCAP salary schedule must make application online of their Professional Service Commitment's (PSC) on or before the third Monday of September.

If an employee's PSC online application is not received by the Human Resources Office by the close of business on the third Monday of September, a \$20 per day late fee will be assessed for each day the online application is late. This will result in a pay dock on the educators next available pay day.

If the online application is provided within five (5) working days of the deadline or if the educator provides written notification of their decision not to comply with the PCAP requirements for that school year, the late fee will be waived. Late fees will also be waived if the online application is late due to circumstances beyond the educator's control.

If the online application is not provided within twenty (20) working days of the deadline, the educator will not be eligible for a step on next years' PCAP salary schedule and will receive a pay dock for the twenty (20) days.

### **In May of every year:**

PCAP educators must complete and submit an online application of their PCAP Year End Report. This online application must be signed by the supervising administrator and be submitted to the Human Resources Office by the third Monday in May to determine salary placement for the ensuing school year. Failure to submit the online application could result in no step advancement on the PCAP salary schedule for the ensuing school year.

### **Professional Service Commitment**

Helena School District educators share their professionalism with students, schools, and the district in many ways. One of these ways is through professional service. Professional Service includes duties performed by a Helena School District educator that are not otherwise compensated. Professional Service in this Alternative Compensation Plan allows educators to be recognized for their professional contributions.

The purpose of Professional Service is to encourage the rich and varied contributions of educators to students, schools, and the district. The intent is not to ensure equitable contributions by each individual, but rather to realize the full richness that each individual educator makes toward a quality educational experience for all. To be considered for Professional Service, the educators' contributions will fall into the following seven categories:



### **Committee Involvement**

Student Projects (Including projects that may occur outside the normal school year)  
Peer Support  
Enrichment/Reinforcement  
Curriculum Outreach  
Community Outreach  
Local, State and/or National Leadership Roles

### **Professional Service Commitment Standards**

#### **A. Professional Service Requirements:**

Two Professional Service Requirements per year are required for PCAP educators. The District will provide a list of Professional Service Commitments to be chosen from.

1. The **FIRST** PSC is the educator's choice.
  2. The Second PSC will be assigned by the Administrator.
- B. Professional Service cannot be used for PIR credit.
- C. All Professional Service must be of direct benefit to the students, school or district.
- D. The Professional Service commitment will be agreed upon, on an annual basis, by the educator and the immediate supervisor. Upon mutual agreement these commitments may be modified during the year.

All necessary forms are online.

## APPENDIX 2: 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.

### 1. High School

ACTIVITY	Base Rate
<b>Basketball:</b>	
High School Head Coach	\$5,380
Assistant Varsity and 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
<b>Swimming:</b>	
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. JV (2 positions split salary)	\$3,600

**Golf:**

High School Head Coach	\$3,984
Assistant Varsity 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:**

High School Varsity Cheerleader Sponsor	\$4,134
JV & Sophomore Cheerleader Sponsor	\$2,870
High School Drill Team Sponsor	\$2,501

**Speech & Debate:**

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

**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

**High School 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 (one each high school)	\$1,200
Specific Activity Coordinators	Various

Vigilante Stadium Coordinator	\$994
Skills USA	\$1,903
HOSA	\$2,000
Business Professionals of America	\$2,600
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.

## 2. Middle School

ACTIVITY	Base Rate
<b>Cross Country:</b>	
6/7/8/ Lead Coach	\$586
6/7/8/ Coach	\$509
<b>Volleyball:</b>	
6/7/8/ Lead Coach	\$641
6/7/8/ Coach	\$594
<b>Wrestling:</b>	
6/7/8/ Lead Coach	\$638
6/7/8/ Coach	\$555
<b>Basketball (Boys and Girls):</b>	
6/7/8/ Lead Coach	\$641
6/7/8/ Coach	\$562
<b>Band, Orchestra, Choir:</b>	Curricular Wage (currently\$30.56/hour for outside school day performances).

Approximate hours per year per school:

Band	12 hours
Orchestra	6 hours
Choir	10 hours

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 five (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).

**3. 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.

**APPENDIX 3: CALENDAR, 2024-2025**

**This page is reserved for the calendar**

DRAFT

## APPENDIX 4: EDUCATOR EVALUATION GOVERNANCE DOCUMENT

Preamble: Teacher evaluations are an integral part of professional growth. Our HSD Evaluation Rubrics (based on the Charlotte Danielson model) provide opportunity for frank and open discussion between the supervisor and the teacher on areas of strength and weakness. The appropriate rubric for the teaching assignment should be used to shape further individual professional development and well as building level School Improvement Plans.

### Non-Tenured Teachers:

The focus of concentration for the non-tenured teacher is acquisition of the skills identified in the Evaluation Rubric to the degree that tenure status could be extended to the teacher upon completion of the probationary period. This endeavor will require greater supervision, guidance and time from the supervisor/principal to the non-tenured teacher.

### Non-Tenured Teacher Timeline:

1. The formal evaluation process will occur each year of the teacher's probationary period.
2. Beginning on the first day of school and completed prior to mid-October, the supervisor/principal shall meet with the teacher for a pre-evaluation meeting. These meetings, each varying in length, will be dedicated to discussion and review of the following:
  - a. The overall evaluation process
  - b. The Evaluation Rubric
  - c. The district curriculum guidelines
  - d. The district goals and the building/department goals
  - e. The teacher self-assessment
  - f. Any particular goals for the teacher
3. Between September and mid-January
  - a. A pre-observation meeting, no less than five (5) days prior to the formal observation to discuss what the supervisor/principal will be looking for and what the teacher would like to have specific feedback on
  - b. A formal observation of at least one (1) lesson/class period
  - c. A post-observation meeting within five (5) days of the formal observation to review the evaluation documentation (with walkthrough feedback included) and to adjust and goals based on the evaluation.
4. Between mid-January and early May
  - a. A pre-observation meeting no less than five (5) days prior to the formal observation to discuss what the principal will be looking for and what the teacher would like to have specific feedback on.
  - b. A formal observation of at least one (1) lesson/class period.
  - c. A post-observation meeting within five (5) days of the formal observation to review the evaluation documentation (with walkthrough feedback included).
5. Between September and May, the following minimum requirements should occur for the teacher:
  - a. A minimum of two informal walkthroughs, with feedback provided within five (5) days in electronic or hard copy form.
  - b. The post-observation meeting in the spring semester should include the full summative evaluation for the year, which will be discussed between the teacher and the supervisor/principal.

6. Upon completion of the formal evaluation process, a signed copy is sent to Human Resources to be included in the employee's personnel file. The supervisor/principal maintains a signed copy as does the employee.

#### Tenured Teachers:

The focus of concentration of the tenured teacher in addition to skills development, is professional goals and professional development that will enhance the educational services provided to students. The evaluation rubric will be used to determine a particular area or areas that the teacher, in partnership with the supervisor/principal, would like to focus on.

Every teacher will be put on an evaluation cycle (A, B, or C) once they receive tenure. This designated cycle will follow the teacher throughout their career at HSD. Modifications to the cycle may be done with mutual agreement between the employee and the Human Resources Office/Supervisor/Principal.

#### Tenured Teachers Timeline:

1. Every tenured teacher, whether on their formal evaluation cycle or not, will have a minimum of two (2) informal walkthroughs, with feedback provided within five (5) days in electronic or hard copy form. This feedback should be kept in the supervisor file to use during the formal evaluation cycle.
2. A formal evaluation will occur every three (3) years depending on their evaluation cycle (A, B, or C)
3. Before mid-October the supervisor/principal shall meet with the teacher in their formal evaluation cycle for a pre-evaluation meeting. These meetings, each varying in length, will be dedicated to discussion and review of the following:
  - a. The overall evaluation process
  - b. The Evaluation Rubric
  - c. The district curriculum guidelines
  - d. The district goals and the building/department goals
  - e. The teacher self-assessment
  - f. Particular goals for the teacher
4. Between September and mid-January (for teachers on their formal evaluation cycle)
  - a. A pre-observation meeting no less than five (5) days prior to the formal observation to discuss what the supervisor/principal will be looking for and what the teacher would like to have specific feedback on
  - b. A formal observation of at least one (1) lesson/class period
  - c. A post-observation meeting within five (5) days of the formal observation to review the evaluation documentation (with walkthrough feedback included) and to adjust and goals based on the evaluation.
5. Between mid-January and early May (for teachers on their formal evaluation cycle)
  - a. A pre-observation meeting within five (5) days prior to the formal observation to discuss what the principal will be looking for and what the teacher would like to have specific feedback on
  - b. A formal observation of at least one (1) lesson/class period
  - c. A post-observation meeting within five (5) days of the formal observation to review the evaluation documentation (with walkthrough feedback included) and send to the employee's personnel file in Human Resources. The supervisor/principal maintains a signed copy as does the employee.



6. Upon completion of the formal evaluation process, a signed copy is sent to Human Resources to be included in the employee's personnel file. The supervisor/principal maintains a signed copy as does the employee.

DRAFT

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item VI.B.4**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:**      **Item For Action**  
4. Approval of Helena High School Re-roof Bid

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

**Todd J. Verrill**

Director of Facilities  
1201 Boulder Ave.  
Helena, MT 59601  
(406) 324-1734  
[tverrill@helenaschools.org](mailto:tverrill@helenaschools.org)

**Helena School District Board of Trustees**

1325 Poplar St.  
Helena, MT 59601-0939  
[boardoftrustees@helenaschools.org](mailto:boardoftrustees@helenaschools.org)

11 March 2024

**Dear Helena School District Board of Trustees,**

I respectfully request the board of trustees award the Helena High School Partial Roof Replacement Project to Summit Roofing, Inc. The project will replace approximately 7,120 square feet of roof in three sections (see attached diagram) with an average age of 22 years. The facilities office received bids from two contractors, and Summit Roofing submitted the lowest proposal at \$150,502 (see attached Cushing Terrell memo and bid tabulation worksheet. Summit Roofing has a very strong history of completing quality work for the district and I am confident they will continue to do so with this project. They will complete this roof project in the summer of 2024 before the start of the 24-25 school year.

Sincerely,

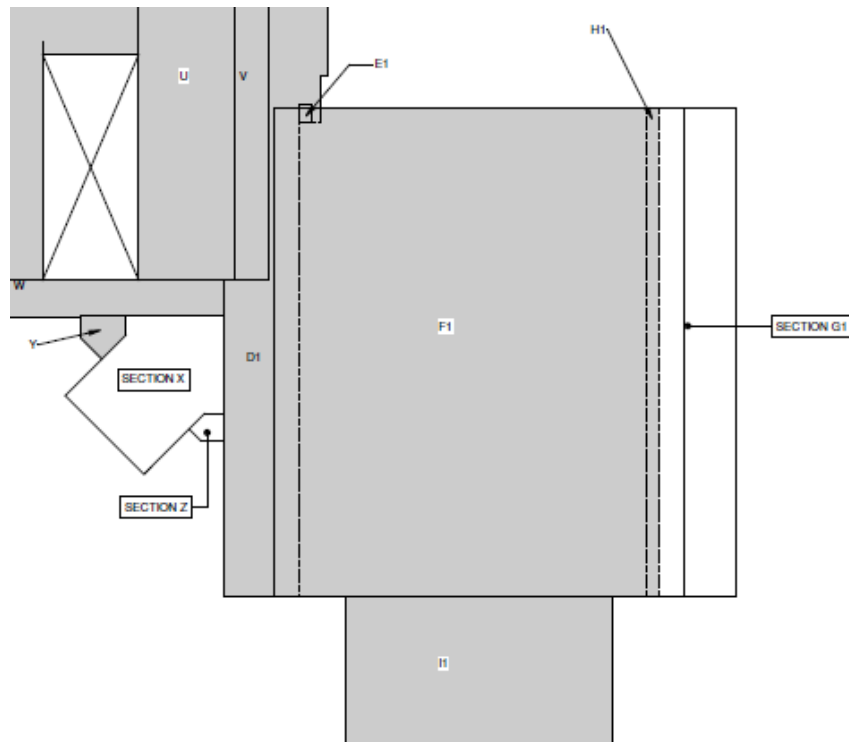
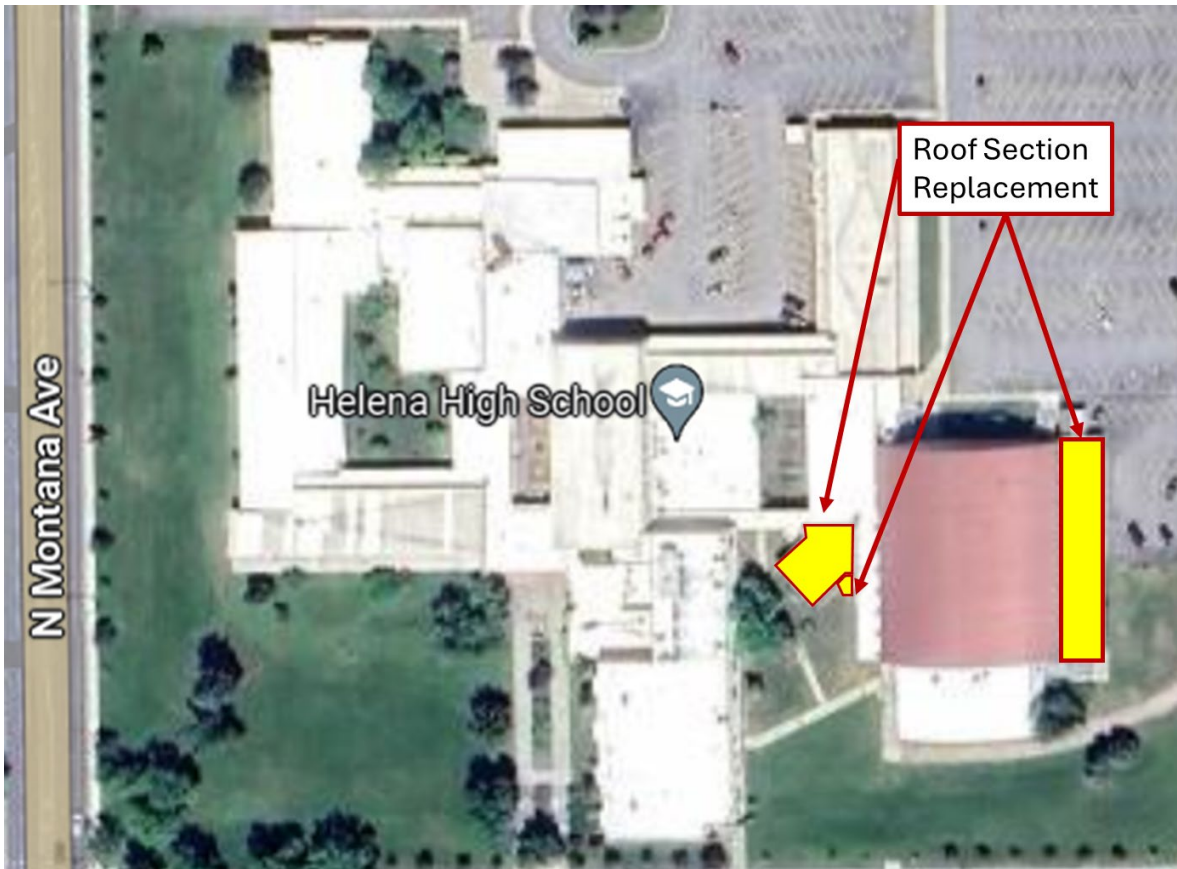


Todd J. Verrill

Attachments

1. Helena High School Roof Diagram
2. Memorandum dated: 5 March 2024, Award Recommendation

Attachment 1: Helena High School Roof Diagram





## MEMORANDUM

Date: March 5, 2024

To: Helena Public Schools  
Attn: Todd Verrill  
1201 Boulder Avenue  
Helena, MT 59601

From: Cushing Terrell

RE: Award Recommendation  
Helena High School – Partial Roof Replacement Project

---

To whom it may concern,

The Helena High School Partial Roof Replacement Project for the summer of 2024 bid on March 5, 2024. The contractor that provided the school district with the lowest bid to perform the work was Summit Roofing. Summit Roofing's bid was \$13,633 lower than the next low bid. There were two qualified roofing contractors that bid on this project.

The project consists of removing the existing 20+ year old roofing systems on the school over the Music classroom space and the south flat roof area of the gym and canopy area with a new, fully adhered single ply roofing system with a 20 yr. NDL (No Dollar Limit) Warranty.

There is also a design to provide a structural metal cover over the mechanical roof top vent to protect it from damaging snow slide. The vent has been replaced once before and this will protect it for several years to come.

Cushing Terrell believes the submitted low bid falls in line with current pricing. Cushing Terrell is also confident in Summit Roofing ability to successfully perform the work of the project in accordance with the Construction Documents.

It is Cushing Terrell's recommendation that the school district award the contract for the Partial Roof Replacement Project at Helena High school to Summit Roofing in the amount of \$150,502.00 if the budget allows.

Please see attached official bid tabulation sheet.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Todd".

Patrick Todd  
Associate / Roofing & Building Envelope Specialist

[cushingterrell.com](http://cushingterrell.com)

**HELENA PUBLIC SCHOOLS**

**Project: Helena High School  
Partial Roof Replacement Project**

**Date: 3/5/2024  
Location: District Facilities Office  
Time: 11:00 AM MDT**

**Project Ref: HPS24\_HHRR**

CONTRACTOR	Red'd 10% Bid Bond	Rec'd. Add. # 1	Base Bid Roof section X, Z & G1
<b>Summit Roofing</b> <small>Contractor Registration # 55897</small>	X	X	<b>\$150,502.00</b>
K&K Roofing <small>Contractor Registration #145829</small>	X	X	\$164,135.00
<b>Cushing Terrell</b>			\$ 237,832.00

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item VI.B.5**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:**      **Item For Action**  
5. Approval of Capital High School Re-roof Bid

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

**Todd J. Verrill**

Director of Facilities  
1201 Boulder Ave.  
Helena, MT 59601  
(406) 324-1734  
[tverrill@helenaschools.org](mailto:tverrill@helenaschools.org)

**Helena School District Board of Trustees**

1325 Poplar St.  
Helena, MT 59601-0939  
[boardoftrustees@helenaschools.org](mailto:boardoftrustees@helenaschools.org)

11 March 2024

**Dear Helena School District Board of Trustees,**

I respectfully request the board of trustees award the Capital High School Partial Roof Replacement Project to Summit Roofing, Inc. The project will replace approximately 8,070 square feet of roof in five sections (see attached diagram) with an average age of 21 years. The facilities office received bids from two contractors, and Summit Roofing submitted the lowest proposal at \$274,135 (see attached Cushing Terrell memo and bid tabulation worksheet. Summit Roofing has a very strong history of completing quality work for the district and I am confident they will continue to do so with this project. They will complete this roof project in the summer of 2024 before the start of the 24-25 school year.

Sincerely,



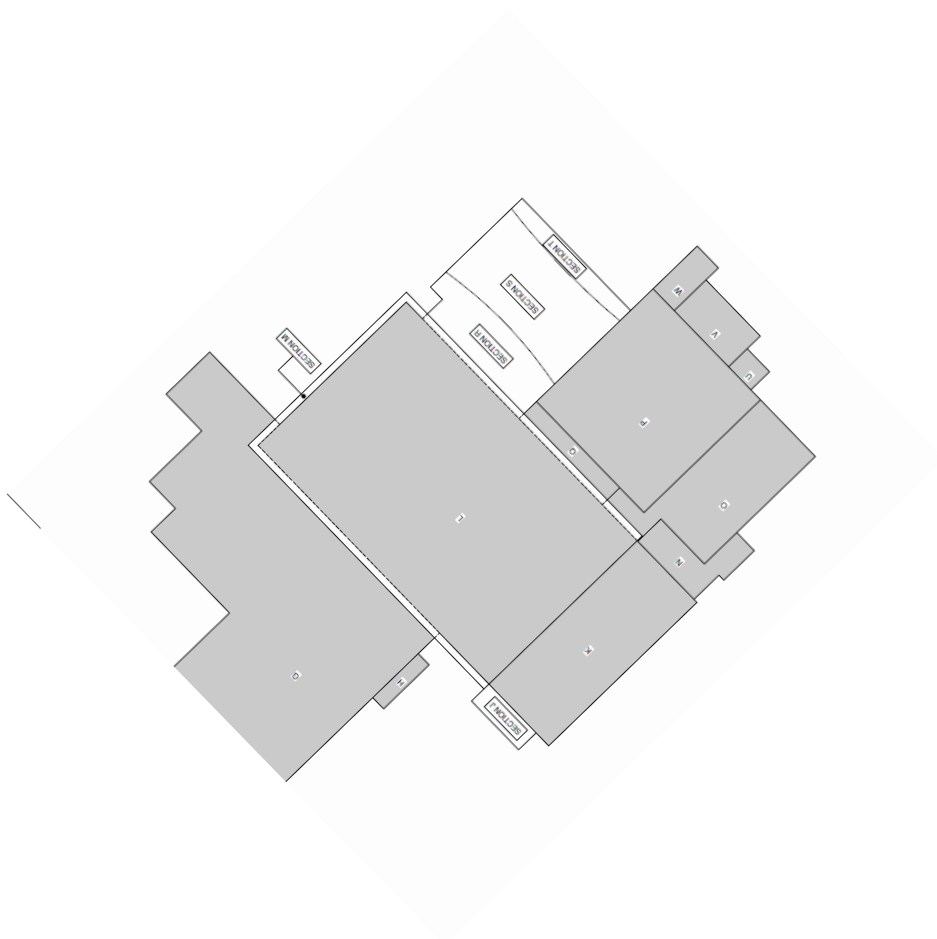
Todd J. Verrill

Attachments

1. Capital High School Roof Diagram
2. Memorandum dated: 29 February 2024, Award Recommendation



Attachment 1: Capital High School Roof Diagram





## MEMORANDUM

Date: February 29, 2024

To: Helena Public Schools  
Attn: Todd Verrill  
1201 Boulder Avenue  
Helena, MT 59601

From: Cushing Terrell

RE: Award Recommendation  
Capital High School – Partial Roof Replacement Project

---

To whom it may concern.

The Capital High School Partial Roof Replacement Project for the summer of 2024 bid on February 29, 2024. The contractor that provided the school district with the lowest bid including the alternates to perform the work was Summit Roofing their bid was \$42,065 lower than the next low bid. There were 2 qualified roofing contractors that bid on this project.

The project consists of removing the existing 20+ year old roofing systems on the school over the band and classroom space and replacing the roof with a new, fully adhered single ply roofing system with a 20 yr. NDL (No Dollar Limit) Warranty.

Cushing Terrell believes the submitted low bid falls in line with current pricing. Cushing Terrell is also confident in Summit Roofing ability to successfully perform the work of the project in accordance with the Construction Documents.

It is Cushing Terrell's recommendation that the school district award the contract for the Roof Replacement Project at Capital High School to Summit Roofing, Inc. in the amount of \$274,135.00. if the budget allows.

Please see attached official bid tabulation sheet.

Sincerely,

A handwritten signature in black ink that reads "Patrick Todd". The signature is written in a cursive style.

Patrick Todd  
Associate / Roofing & Building Envelope Specialist

[cushingterrell.com](http://cushingterrell.com)

Cushing Terrell

**BID TABULATION**

HELENA PUBLIC SCHOOLS  
 Project: Capital High School  
 Partial Roof Replacement Project  
 Project Ref: HPS24\_CAPRR

Date: 2/29/2024  
 Location: District Facilities Office  
 Time: 11:00 AM MDT

CONTRACTOR	Red'd 10% Bid Bond	Rec'd. Add. # 1	Base Bid Roof section R, S & T	Alternate # 1 Section J	Alternate # 2 Section M	Total
Summit Roofing <small>Contractor Registration # 55897</small>	X	X	\$207,460.00	\$ 21,400.00	\$ 45,275.00	\$274,135.00
K and K Roofing <small>Contractor Registration # 145829</small>	X	X	\$197,200.00	\$ 29,500.00	\$ 89,500.00	\$316,200.00
Cushing Terrell			\$ 162,474.00	\$ 29,760.00	\$ 31,320.00	\$ 223,554.00

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item VI.B.6**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:**      **Item For Action**  
6. Approval of Smith Elementary School Re-roof Bid

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

**Todd J. Verrill**

Director of Facilities  
1201 Boulder Ave.  
Helena, MT 59601  
(406) 324-1734  
[tverrill@helenaschools.org](mailto:tverrill@helenaschools.org)

**Helena School District Board of Trustees**

1325 Poplar St.  
Helena, MT 59601-0939  
[boardoftrustees@helenaschools.org](mailto:boardoftrustees@helenaschools.org)

11 March 2024

**Dear Helena School District Board of Trustees,**

I respectfully request the board of trustees award the Smith Elementary School Partial Roof Replacement Project to K&K Roofing, Inc. The project will replace approximately 24,110 square feet of roof in six sections (see attached diagram) with an average age of 29.5 years. The facilities office received bids from three contractors, and K&K Roofing submitted the lowest proposal at \$450,000 (see attached Cushing Terrell memo and bid tabulation worksheet). K&K Roofing has not previously worked for the district and our due diligence included checking previous project references to ensure their workmanship meets our specifications. Having done so, I am confident K&K Roofing will meet our expectations for this project. They will complete this roof project in the summer of 2024 before the start of the 24-25 school year.

Sincerely,

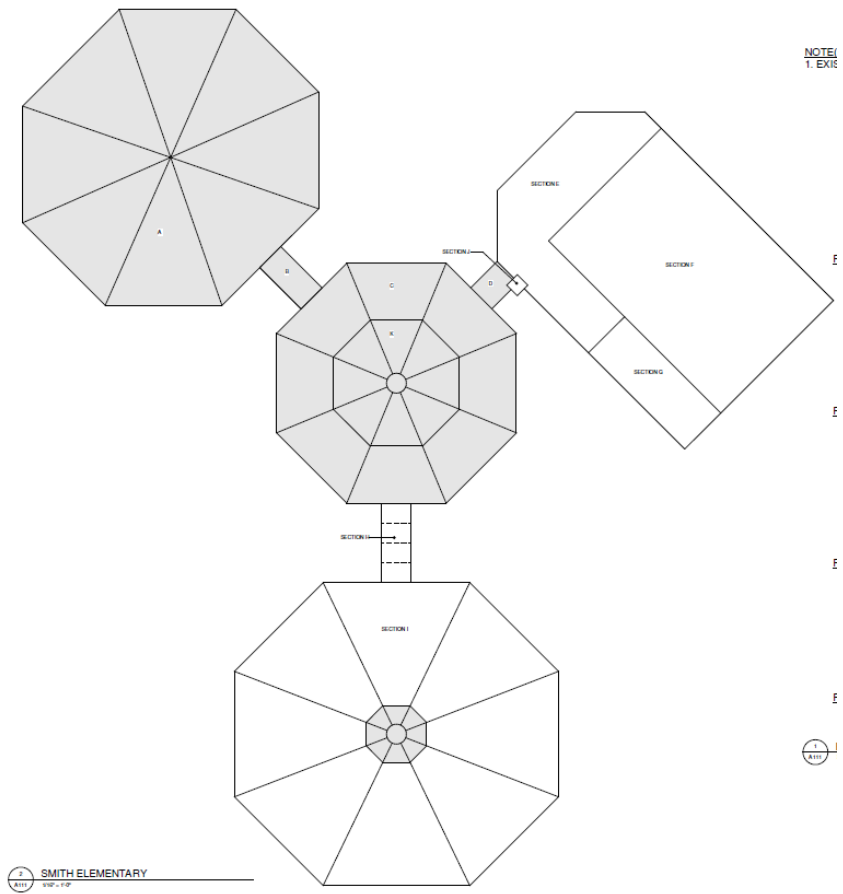
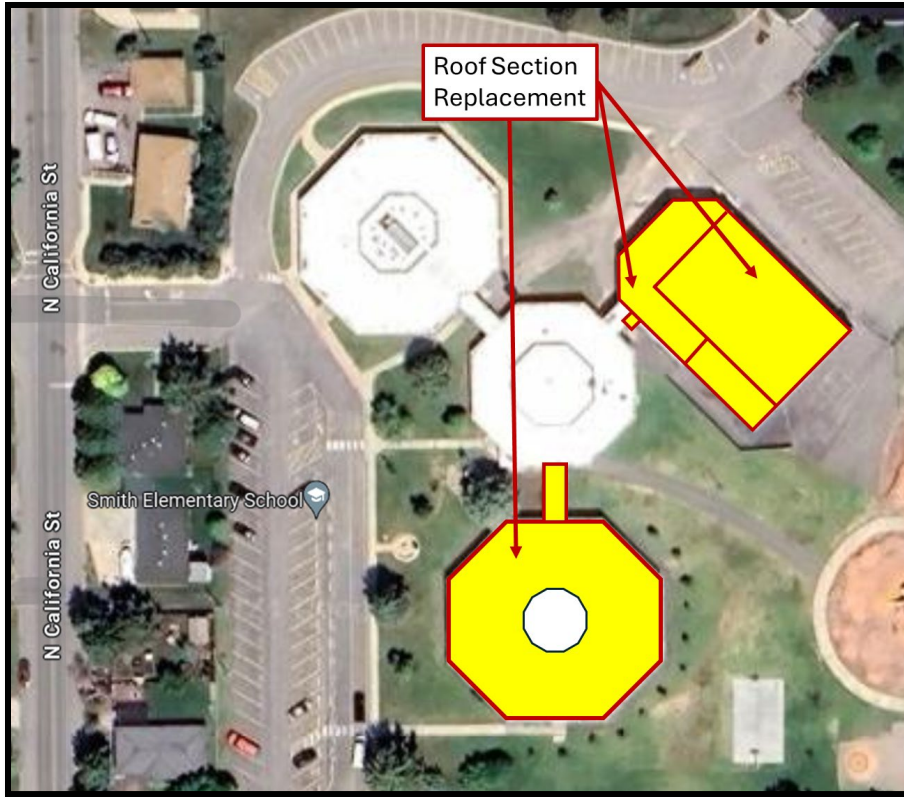


Todd J. Verrill

Attachments

1. Smith Elementary School Roof Diagram
2. Memorandum dated: 21 February 2024, Award Recommendation

Attachment 1: Smith Elementary School Roof Diagram





## MEMORANDUM

Date: February 21, 2024

To: Helena Public Schools  
Attn: Todd Verrill  
1201 Boulder Avenue  
Helena, MT 59601

From: Cushing Terrell

RE: Award Recommendation  
Smith Elementary School – Roof Replacement Project

---

To whom it may concern,

The Smith Elementary School Roof Replacement Project for the summer of 2024 bid on February 20, 2024. The contractor that provided the school district with the lowest bid to perform the work was K & K Roofing Inc. K & K Roofing their bid was \$77,810 lower than the next low bid. There were 3 qualified roofing contractors that bid on this project.

The project consists of removing the existing 20+ year old roofing systems on the school over the gym and classroom space and replacing the roof with a new, fully adhered single ply roofing system with a 20 yr. NDL (No Dollar Limit) Warranty.

Cushing Terrell believes the submitted low bid falls in line with current pricing. Cushing Terrell is also confident in K & K Roofing ability to successfully perform the work of the project in accordance with the Construction Documents.

It is Cushing Terrell's recommendation that the school district award the contract for the Roof Replacement Project at Smith Elementary School to K & K Roofing, Inc. in the amount of \$450,000.00. if the budget allows.

Please see attached official bid tabulation sheet.

Sincerely,

A handwritten signature in black ink that reads "Patrick Todd".

Patrick Todd  
Associate / Roofing & Building Envelope Specialist

Cushing Terrell

**BID TABULATION**

HELENA PUBLIC SCHOOLS  
 Project: Smith Elementary School  
 2024 Roof Replacement Project  
 Project Ref: HPS24\_SIM\_RR

Date: 2/20/2024  
 Location: District Facilities Office  
 Time: 11:00 AM MDT

CONTRACTOR	Rec'd 10% Bid Bond	Rec'd. Add. # 1	Base Bid Roof section E, F & J	Alternate # 1 Section H, I3 & I1	Alternate # 2 Section G	Total
Jimmys Roofing <small>Contractor Registration # 203975</small>	X	X	\$306,482.00	\$ 398,330.00	\$ 56,990.00	\$761,802.00
Summit Roofing <small>Contractor Registration #55897</small>	X	X	\$228,590.00	\$ 264,510.00	\$ 34,710.00	\$527,810.00
<b>K &amp; K Roofing, Inc</b> <small>Contractor Registration # 145829</small>	<b>X</b>	<b>X</b>	<b>\$181,000.00</b>	<b>\$ 251,000.00</b>	<b>\$ 18,000.00</b>	<b>\$450,000.00</b>
<b>Cushing Terrell</b>			\$ 331,135.00	\$ 461,965.00	\$ 37,835.00	\$ 830,935.00



**Policy Background  
Board of Trustees Meeting  
March 12, 2024**

**The following policies are being presented for Action:**

**3050 Student Discipline**

Revised to reflect House Bill 128 which prohibits the use of marijuana products (as well as tobacco products) on district/school property. "Marijuana products" are defined as those products which include but are not limited to edible products, ointments, tinctures, marijuana derivatives, marijuana concentrates, and marijuana intended for use by smoking or vaping. It also reflects the self-defense/defense of others exception to the use of physical force by a student adopted under House Bill 450. The legal references were also updated to reflect House Bill 361.

**3080 Maintenance of Student Records**

Legal references were updated to reflect a parent's right to access and review student records under House Bill 676 as well as a reference to MCA 52-2-211 (which was revised by Senate Bill 213) that allows for a county interdisciplinary team / school safety team to access student records.

**4040 School, Student, Parent, Family and Community Engagement in Education**

This policy was updated to reflect changes in law from SB 518. The policy provides for public notification of a district plan to engage families and involve them in a student's education while providing information about educational opportunities within the district.

**8225 Tobacco and Marijuana Free Schools**

Revised to reflect House Bill 128 which prohibits the use of marijuana products (as well as tobacco products) on district / school property.

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item VI.B.7**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:**        **Item For Action**  
7. Policy 3050 Student Discipline

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

2  
3 **STUDENTS**

4  
5 Student Discipline

6  
7 Students are expected to conduct themselves within the bounds set by the Board and the  
8 administrative regulations set forth by the Superintendent. Consideration for the rights and well-  
9 being of others, cooperation with all members of the school community and respect for oneself and  
10 others are the basic principles guiding student behavior.

11  
12 The primary responsibility for student discipline within the school rests with the principal. The  
13 primary responsibility for the maintenance of discipline within the classroom lies with the individual  
14 classroom teacher. Corporal punishment shall not be used. Corporal punishment does not include  
15 reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose  
16 of self-defense or defense of property.

17  
18 Disciplinary action may be taken against any student in violation of the Student Code of Conduct.  
19 Disciplinary action may range from conferring with a teacher to expulsion from school. Continued  
20 infractions will have a cumulative effect in terms of disciplinary action.

21  
22 These grounds stated below for disciplinary action apply whenever a student’s conduct is reasonably  
23 related to school or school activities, including, but not limited to the circumstances set forth below:

- 24 · On, or within sight of, school grounds before, during, or after school hours or at any other
- 25 time when school is being used by a school group;
- 26 · Off school grounds at a school-sponsored activity or event or any activity or event that
- 27 bears a reasonable relationship to school;
- 28 · Travel to and from school or a school activity, function, or event;
- 29 · Anywhere if conduct may reasonably be considered to be a threat or an attempted
- 30 intimidation of a staff member, an interference with school purposes or an educational
- 31 function, a threat to the safety and welfare of the student population, or conduct that
- 32 detrimentally effects the climate or efficient operations of the school.

33  
34 A student is in violation of the Student Code of Conduct if the student engages in any inappropriate  
35 behavior, including but not limited to:

- 36
- 37 • Using, possessing, distributing, purchasing, or selling tobacco products, vapor products,
- 38 or alternative nicotine products (tobacco includes, but is not limited to, cigarettes, cigars,
- 39 snuff, smoking tobacco, smokeless tobacco, or any other tobacco or nicotine innovation),
- 40 or marijuana products (marijuana products include but are not limited to edible products,
- 41 ointments, tinctures, marijuana derivatives, marijuana concentrates, and marijuana
- 42 intended for use by smoking or vaping and THC based CBD products);
- 43 • Using, possessing, distributing, purchasing, or selling alcoholic beverages including
- 44 powdered alcohol or any other alcohol innovation.
- 45 • Using, possessing, distributing, purchasing, or selling drug paraphernalia, illegal drugs,
- 46 controlled substances, or any substance which is represented to be or looks like a narcotic

47 drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, medical marijuana,  
48 alcoholic beverage, stimulant, depressant, or intoxicant of any kind, including such  
49 substances that contain chemicals which produce the same effect of illegal substances  
50 including but not limited to Spice and K2. Students who may be under the influence of  
51 such substances will not be permitted to attend school functions and will be treated as  
52 though they had drugs in their possession.

- 53 • Using, possessing, controlling, or transferring a weapon in violation of the “Possession of  
54 a Weapon in a School Building” section of this policy.
- 55 • Using, possessing, controlling, or transferring any object that reasonably could be  
56 considered or used as a weapon.
- 57 • Disobeying directives from staff or disobeying rules governing student conduct.
- 58 • Using violence, force, noise, coercion, threats, intimidation, fear, or other comparable  
59 conduct toward anyone or urging other students to engage in such conduct, including  
60 gang or gang activity, except when physical force is determined to be reasonable and  
61 necessary and used as self-defense or the defense of another person after an investigation  
62 into such conduct.
- 63 • Causing or attempting to cause damage to, or stealing or attempting to steal, school  
64 property or another person’s property.
- 65 • Engaging in any activity that constitutes an interference with school purposes or an  
66 educational function or any other disruptive activity.
- 67 • Unexcused absenteeism.
- 68 • Misconduct of any sort on any means of District transportation.
- 69 • Hazing or bullying, including cyberbullying.
- 70 • Forging any signature or making any false entry or attempting to authorize any document  
71 used or intended to be used in connection with the operation of a school.
- 72 • Gambling for money.

73  
74 *Gun Free Schools*

75  
76 The Board will follow federal law for any student who uses, possesses, controls, or transfers a  
77 firearm on school property. The Board hereby authorizes the Superintendent to modify the  
78 disciplinary action on a case-by-case basis, including eliminating the requirement for expulsion.

79  
80 The administrator may immediately suspend a student if, prior to a hearing, there is cause to  
81 believe the student brought a firearm to school or possessed a firearm at school. In the case of a  
82 firearm violation the student may be expelled if the trustees find that the student knowingly  
83 brought a firearm to school or possessed a firearm at school.

84  
85  
86 *Possession of a Weapon in a School Building*

87  
88 The District will refer to law enforcement any person who possesses, carries, or stores a weapon in a  
89 school building, except as provided below. For the purposes of this section only, “school building”  
90 means all buildings owned or leased by the District that are used for instruction or for student  
91 activities; "weapon" means any type of firearm, a knife with a blade 4 or more inches in length, a  
92 sword, a straight razor, a throwing star, nun-chucks, brass or other metal knuckles, or any other

93 article or instrument possessed with the purpose to commit a criminal offense. The Board may grant  
94 persons advance permission to possess, carry, or store a weapon in a school building. All persons  
95 who wish to possess, carry, or store a weapon in a school building must request permission of the  
96 Board at a regular meeting. The Board has sole discretion in deciding whether to allow a person to  
97 possess, carry, or store a weapon in a school building.  
98  
99

100 Legal References:

101	§ 16-11-302, MCA	Definitions
102	§ 20-1-220, MCA	Use of tobacco products in public school building or on public school property prohibited ( <i>revised by House Bill 128</i> )
103		
104	§ 20-4-302, MCA	Discipline and punishment of pupils
105	<u>§ 20-5-201, MCA</u>	<u>Duties and sanctions (<i>revised by House Bill 450</i>)</u>
106	§ 20-5-202, MCA	Suspension and Expulsion
107	<u>§ 20-5-209, MCA</u>	<u>Bullying of student prohibited-self defense authorized</u> <u>(<i>revised by House Bill 450</i>)</u>
108		
109	§ 45-5-637, MCA	Possession or consumption of tobacco products, alternative nicotine products, or vapor products by persons under 18 years of age is prohibited – unlawful attempt to purchase - penalties
110		
111		
112	§ 45-8-361, MCA	Possession of a weapon in school building
113	§ 45-8-317, MCA	Exceptions
114	§§ 50-46-301 et seq., MCA	Montana Marijuana Act
115	20 USC §§ 7101 et seq.	Safe and Drug-Free Schools & Communities Act
116	20 USC § 7961	Gun-Free requirements
117	§ 1-1-204, MCA	Terms denoting state of mind ( <i>Cited by Senate Bill 283</i> )—
118	<del>Senate Bill 283</del>	<del>Expulsion Policies and Firearms on School Grounds</del>
119	<u>House Bill 361</u>	<u>Certain District Policies Prohibited</u>

120

121

122 Cross References:

123

124 Policy History:

125 Adopted on: 3.26.2013

126 Revised on: 8.15.2017, 2.8.2022

127

128

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item VI.B.8**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:**        **Item For Action**  
8. Policy 3080 Maintenance of Student Records

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

3  
4 STUDENTS

5  
6 Maintenance of Student Records

7  
8 School student records are confidential, and information from them will not be released other than as  
9 provided by law. State and federal laws grant students and parents certain rights, including the right  
10 to inspect, copy, and challenge school records.

11  
12 ***Content of Records and Maintenance***

13  
14 The District maintains two (2) sets of school records for each student: a permanent record and a  
15 cumulative record.

16  
17 The permanent record will include:

- 18 • Basic identifying information including date of birth
- 19 • Academic work completed (transcripts)
- 20 • Level of achievement (e.g. grades, standardized achievement tests, grade level  
21 completed)
- 22 • Immunization records
- 23 • Attendance record
- 24 • Record of any disciplinary action taken against the student, which is educationally related
- 25 • The statewide student identifier assigned by the Office of Public Instruction

26  
27 The cumulative record may include, but is not limited to:

- 28 • Intelligence and aptitude scores
- 29 • Psychological reports
- 30 • Participation in extracurricular activities
- 31 • Honors and awards
- 32 • Teacher anecdotal records
- 33 • Verified reports or information from non-educational persons
- 34 • Verified information of clear relevance to the student's education
- 35 • Information pertaining to release of this record
- 36 • Disciplinary information

37  
38 Information in the permanent record will indicate authorship and date and will be maintained in a  
39 secure location in perpetuity for every student who enrolled in the District. Cumulative records will  
40 be maintained for eight (8) years after the student graduates or permanently leaves the District.  
41 Cumulative records which may be of continued assistance to a student with disabilities, who  
42 graduates or permanently withdraws from the District, may, after five (5) years, be transferred to the  
43 parents or to the student if the student has succeeded to the rights of the parents.

48

49 The building principal will be responsible for maintenance, retention, or destruction of a student's  
50 permanent or cumulative records, in accordance with 20-1-212, MCA and District procedure  
51 established by the Superintendent.

52

### 53 *Access to Student Records*

54

55 The District will not release, disclose, or grant access to information found in any student record  
56 except under the conditions set forth in this document. The parents of a student under 18 years of  
57 age will be entitled to inspect and copy information in the child's school records. Such requests will  
58 be made in writing and directed to the Principal. Access to the records will be granted as provided  
59 by law. Where the parents are divorced or separated, both will be permitted to inspect and copy the  
60 student's school records, unless the school is made aware of a court order indicating otherwise.  
61 When the student reaches 18 years of age, graduates from high school, marries, or enters military  
62 service, all rights and privileges accorded to the parent become exclusively those of the student,  
63 except as provided below.

64

65 Access will not be granted to the parent or the student to confidential letters and recommendations  
66 concerning admission to a post-secondary educational institution, applications for employment, or  
67 receipt of an honor or award, if the student has waived his or her right of access after being advised  
68 of his or her right to obtain the names of all persons making such confidential letters or statements.

69

70 Other individuals or entities may access student records as follows:

71

72 • The District may grant access to or release information from student records to employees or  
73 officials of the District, including contractors or consultants to whom the District has  
74 outsourced institutional services or functions, or the Montana State Board of Education,  
75 provided a current, legitimate educational interest is shown, without parental consent or  
76 notification. Access in such cases will be limited to the satisfaction of that need.

77

78 • The District may grant access to or release information from student records without parental  
79 consent or notification where it is necessary in connection with the audit, evaluation,  
80 compliance, or enforcement of federal legal requirements to state and local educational  
81 authorities, entities or individuals designated by a state or local educational authority, or an  
82 agency headed by the Secretary of the United States Department of Education, the Attorney  
83 General of the United States, or Comptroller General of the United States.

84

85 • The District may grant access to or release information from student records without parental  
86 consent or notification to any person, for the purpose of research, statistical reporting, or  
87 planning, provided that no student or parent can be identified from the information released,  
88 and the person to whom the information is released signs an affidavit agreeing to comply  
89 with all applicable statutes and rules pertaining to school student records.

90

91 • The District will grant access to or release information from a student's records pursuant to a  
92 court order in an action where a parent is not a party without parental consent, provided that

93



95  
96 the parent will be given prompt written notice of the order, its terms, the nature and substance  
97 of the information proposed to be released, and an opportunity to inspect and copy such  
98 records and to challenge their contents. The District will comply with an *ex parte* order  
99 requiring it to permit the U.S. Attorney General or designee to have access to a student's  
100 school records without notice to or consent of the student's parent. When a parent is a party  
101 to a court proceeding involving child abuse and neglect or dependency matters, parental  
102 consent or notification is not required to release information from a student's record upon  
103 receipt of an order requiring disclosure in such case.

- 104
- 105 • The District may grant access to or release information from any student record, without  
106 parental consent or notification, to a caseworker or other representative of a child welfare  
107 agency when that agency is legally responsible for the care and protection of the student.  
108 The caseworker or other child welfare agency representative shall present documentation  
109 evidencing legal responsibility for a student.
- 110
- 111 • The District will grant access to or release information from any student record, as  
112 specifically required by federal or state statute. The parent will be given prompt written  
113 notice of its intended action, the nature and substance of the information proposed to be  
114 released, and an opportunity to inspect and copy such records and to challenge their contents.
- 115
- 116 • The District will grant access to or release information from student records to any person  
117 possessing a written, dated consent, signed by the parent or eligible student, with particularity  
118 as to whom the records may be released, the information or record to be released, and reason  
119 for the release. One copy of the consent form will be kept in the records, and 1 copy will be  
120 mailed to the parent or eligible student. The parent will be given prompt written notice of its  
121 intended action, the nature and substance of the information proposed to be released, and an  
122 opportunity to inspect and copy such records and to challenge their contents.
- 123
- 124 • The District may release student records to the Superintendent or an official with similar  
125 responsibilities in a school in which the student has enrolled or intends to enroll, upon written  
126 request from such official. The parent will be given prompt written notice of its intended  
127 action, the nature and substance of the information proposed to be released, and an  
128 opportunity to inspect and copy such records and to challenge their contents.
- 129
- 130 • The District may release student records or information in connection with an emergency,  
131 without parental consent, if the knowledge of such information is necessary to protect the  
132 health or safety of the student or other persons. The Superintendent or Principal will make  
133 this decision, taking into consideration the nature of the emergency, the seriousness of the  
134 threat to the health and safety of the student or other persons, the need for such records to  
135 meet the emergency, and whether the persons to whom such records are released are in a  
136 position to deal with the emergency. The District will notify the parents or eligible student,  
137 as soon as possible, of the information released, date of the release, the person, agency, or  
138 organization to whom the release was made, and the purpose of the release.
- 139
- 140 •

142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156

- The District may disclose, without parental consent, student records or information to the youth court and law enforcement authorities or a child interdisciplinary team or school safety team involved in the proceedings, pertaining to that student’s violations of the Montana Youth Court Act or criminal laws by the student prior to the adjudication of that student.
- The District may release student records or information, without parental consent or notification, to the U.S. Secretary of Agriculture or authorized Food and Nutrition Service representative, including contractors, for the purposes of monitoring, evaluations, and performance with regard to funding received for federal school lunch programs. The authorized representative or contract is not permitted to disclose personal identification of students and their parents aside from reporting results in an aggregate form. Any personally identifiable data will be destroyed once it is no longer necessary for program monitoring, evaluations, and performance measurements.

157 The District charges a nominal fee for copying information in the student’s records. No parent or  
158 student will be precluded from copying information because of financial hardship. A record of all  
159 releases of information from student records will be kept and maintained as part of such records.  
160 This record will be maintained for the life of the student record and will be accessible only to the  
161 parent or eligible student, records custodian, or other person.

162

163 ***Directory Information***

164

165 The District may release certain directory information regarding students, except that parents may  
166 prohibit such a release. Directory information will be limited to:

- Student’s name
- Address
- Telephone listing
- Electronic mail address
- Photograph
- Date of birth
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Honors and awards received

178

179 The notification to parents and students concerning school records will inform them of their right to  
180 object to the release of directory information.

181

182 ***Military Recruiters/Colleges***

183

184 Pursuant to federal law, the District is required to release the names, addresses, and telephone  
185 numbers of all high school students to military recruiters and institutions of higher education

186

189

190 upon request. The notification to parents and students concerning school records will inform  
191 them of their right to object to the release of this information.

192

193 ***Student Record Challenges***

194

195 Parents and eligible students may challenge the accuracy, relevancy, or propriety of the records,  
196 except (1) grades, and (2) references to expulsions or out-of-school suspensions, if the challenge  
197 is made when the student’s school records are being forwarded to another school. They have the  
198 right to request a hearing before the Board and, if necessary, to insert a written statement of  
199 reasonable length describing their position on disputed information. The school will include the  
200 statement in any release of the information in dispute.

201

202

203	Legal References:	20 U.S.C. § 1232g	Family Educational Rights and Privacy Act,
204		§ 20-1-212, MCA	Destruction of Records by School Officer
205		§ 20-1-213, MCA	Transfer of School Records
206		§ 20-5-201, MCA	Duties and sanctions
207		§ 40-4-225, MCA	Access to records by parent
208		§ 40-6-701, MCA	<u>Interference with fundamental parental rights</u>
209			<u>restricted (revised by House Bill 676)</u>
210		§ 52-2-211, MCA	<u>County or regional interdisciplinary child</u>
211			<u>information and school safety team (revised by</u>
212			<u>Senate Bill 213)</u>
213			
214		§ 41-5-215, MCA	Youth Court and Department Records
215		10.55.909, ARM	Student Records
216		10.16.3560, ARM	Special Education Records
217		20 USC 6301	No Child Left Behind Act

218

219

220 Cross References:

221

222

223

224 Policy History:

225 Adopted on: 10.8.2013

226 Revised on:

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item VI.B.9**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:      Item For Action**

9. Policy 4040 School, Student, Parent, Family and Community Engagement in Education

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoiem					
Cleatus					
Walsh					
Armstrong					

2 **SCHOOL/COMMUNITY RELATIONS**

3 School, Student, Parent, Family and Community Engagement in Education

4 The Board believes that engaging students, parents, families and the community in the education  
5 process is essential to improved academic success for students. The Board recognizes that a  
6 student's education is a responsibility shared by the District, students, parents, families and other  
7 members of the community during the entire time a student attends school. The Board believes  
8 that the District must create an environment that is conducive to learning and that strong,  
9 comprehensive stakeholder involvement is an important component. Engagement and  
10 involvement in education requires a cooperative effort with roles for the Office of Public  
11 Instruction (OPI), the District, students, parents, families and the community.

12 The District's Board of Trustees recognizes and supports the importance of engaging all  
13 stakeholders in the education of children. The Superintendent and staff ~~shall undertake activities~~  
14 designed to: will continue to:

- 15 (1) Encourage families to actively participate in ~~the life of~~ their children's schools;
- 16 (2) Ensure families feel welcomed, valued, and connected to one another, school staff,
- 17 and to what students are learning and doing in class;
- 18 (3) Encourage families and school staff to engage in regular, two-way meaningful
- 19 communication about student learning;
- 20 (4) Ensure continuous collaboration between families and school staff to support student
- 21 learning and healthy development both at home and at school and have regular
- 22 opportunities to strengthen their knowledge and skills to do so effectively;
- 23 (5) Empower families to be advocates for their ~~own and other~~ children to ensure ~~that~~
- 24 ~~students are treated equitably and~~ they have access to learning opportunities that will
- 25 support their success;
- 26 (6) Allow families and school staff to partner in decisions that affect children and their
- 27 ~~families and together inform, influence, and create policies, practices, and programs;~~
- 28 (7) Encourage families and school staff to collaborate with members of the community to
- 29 connect students, families, and staff to expand learning opportunities, community
- 30 services, and civic preparation; and
- 31 (8) Encourage families and school staff collaborate with members of the community to
- 32 connect students, families, and staff to post-secondary education opportunities, including
- 33 workforce training, apprenticeship opportunities, career pathways, and degree programs,
- 34 and encourage students to explore college and career planning tools (including Free
- 35 Application for Federal Student Aid completion) and incentives provided by post-
- 36 secondary institutions.

37  
38 To the extent feasible and appropriate, the District will attempt to coordinate and integrate parent  
39 and family engagement strategies with other relevant federal, state, and local laws and programs,  
40 including but not limited to Title I programs.

41 The Board in consultation with parents, teachers, administrators, and students supports the  
42 District plan for meeting engagement and involvement goals.

43

44 1. Provide activities that will educate parents/families regarding the intellectual and  
45 developmental needs of their children at all age levels. This will include promoting  
46 cooperation between the District and other agencies or school/community groups (such as  
47 parent-teacher groups, Head Start, etc.) to furnish learning opportunities and disseminate  
48 information regarding parenting skills and child/adolescent development.

49 2. ~~Implement strategies to~~ The District will continue to involve parents/families in the  
50 educational process and laws regarding parent/family rights, including;

- 52 • Keeping parents/families informed of opportunities for involvement and  
53 encouraging participation in various District programs.
- 54 • Providing access to Board policies, handbooks, Board and committee agendas,  
55 District grievance procedure, and contact information for administrators and  
56 Trustees on the District website.
- 57 • Providing access to educational resources and the course of study for  
58 parents/families to use together with their children.
- 59 • Keeping parents/families informed of the objectives of District educational and  
60 activity programs, and their child's participation and progress within these  
61 programs.
- 62 • Provide methods to opt out of educational and instruction programs consistent  
63 with parent/family rights.
- 64 • Promoting parents/families and teacher cooperation in homework, attendance, and  
65 discipline.
- 66 • Providing information about the nature and purpose of student clubs and groups  
67 meeting at the school and right of parents to consent to such participation or  
68 withdraw their child from a club or group.
- 69 • Providing an explanation of rights regarding student name and pronoun use  
70 consistent with the Family Education Rights and Privacy Act.

71

72 3. ~~Enable Schools will continue to involve families to participate in the education of their~~  
73 ~~children through a variety of roles. For example, parents/family members should be~~  
74 ~~given opportunities to provide input into District policies and volunteer time within the~~  
75 ~~classrooms and school programs.~~

76 4. Schools will continue to provide professional development opportunities for teachers and  
77 staff to enhance their understanding of effective parent/family involvement strategies.

78 5. Perform regular evaluations of parent/family involvement at each school and at the  
79 District level.

80 6. Provide access, upon request, to any instructional material used as part of the educational  
81 curriculum.

- 82 7. ~~If practical, provide information in a language understandable to parents.~~
- 83 8. ~~Provide annual notification of~~ Provide educational opportunities of the District. in student
- 84 handbooks and on the District web site.

85

86	Cross Reference:	<a href="#">Policy 2035</a>	<a href="#">Federal Funding and Title I</a>
87		<a href="#">Policy 1085</a>	<a href="#">Uniform Complaint Procedure</a>
88		<a href="#">Policy 2015</a>	<a href="#">Curriculum Development and Assessment</a>
89		<a href="#">Policy 2020</a>	<a href="#">Student and Family Privacy Rights</a>
90		<a href="#">Policy 2025</a>	<a href="#">K-12 School Counseling Program</a>
91		<a href="#">Policy 2040</a>	<a href="#">Special Education and Accommodations</a>
92		<a href="#">Policy 2050</a>	<a href="#">Section 504 of the Rehabilitation Act of</a>
93			<a href="#">1973 (“Section 504”)</a>
94		<a href="#">Policy 2135</a>	<a href="#">K-12 E-Learning Online Policy</a>
95		<a href="#">Policy 2423</a>	<a href="#">Personalized Learning Opportunities</a>
96		<a href="#">Policy 3110</a>	<a href="#">School Admissions: Entrance, Placement,</a>
97			<a href="#">and Transfer</a>
98		<a href="#">Policy 3120</a>	<a href="#">Compulsory Attendance</a>
99		<a href="#">Policy 3025</a>	<a href="#">Discretionary Nonresident Student</a>
100			<a href="#">Attendance Policy</a>
101		<a href="#">Policy 3155</a>	<a href="#">Part-Time Attendance</a>
102		<a href="#">Policy 3080</a>	<a href="#">Maintenance of Student Records</a>
103		<a href="#">Policy 4040</a>	<a href="#">School, Student, Parent, Family and</a>
104			<a href="#">Community Engagement in Education</a>

105

106	Legal References:	<a href="#">§ 10.55.701, ARM</a>	<a href="#">Board of Trustees</a>
107		<a href="#">20 U.S.C. § 1401 et seq.</a>	<a href="#">Individuals with Disabilities Education</a>
108			<a href="#">Act</a>
109		<a href="#">29 U.S.C. § 794</a>	<a href="#">Section 504 of the Rehabilitation Act</a>
110		<a href="#">§ 20-3-324, MCA</a>	<a href="#">Powers and Duties</a>
111		<a href="#">§ 20-5-101, MCA</a>	<a href="#">Admittance of child to school</a>
112		<a href="#">§ 20-5-112, MCA</a>	<a href="#">Participation in extracurricular activities</a>
113		<a href="#">§ 20-7-117, MCA</a>	<a href="#">Kindergarten and preschool programs</a>
114		<a href="#">§ 20-7-118, MCA</a>	<a href="#">Remote Instruction</a>
115		<a href="#">§ 20-7-411, MCA</a>	<a href="#">Regular Classes Preferred -- Obligation To</a>
116			<a href="#">Establish Special Education Program</a>
117		<a href="#">§ 20-7-1601, MCA</a>	<a href="#">Forms of personalized learning</a>
118		<a href="#">§ 20-7-1506, MCA</a>	<a href="#">Incentives for creation of advanced</a>
119			<a href="#">opportunity programs</a>
120		<a href="#">§ 20-7-1510, MCA</a>	<a href="#">Credit for participating in work-based</a>
121			<a href="#">learning partnerships</a>
122		<a href="#">§ 20-9-706, MCA</a>	<a href="#">Running start program</a>

12.5.2023 Policy Committee – 1<sup>st</sup> Reading  
 1.2.2024 Policy Committee – 2<sup>nd</sup> Reading  
 2.6.2024 Policy Committee – 3<sup>rd</sup> Reading  
 3.5.2024 Policy Committee – 4<sup>th</sup> Reading

12.12.2023 Full Board – 1<sup>st</sup> Reading  
 2.13.2024 Full Board – 2<sup>nd</sup> Reading  
 3.12.2024 Full Board – 3<sup>rd</sup> Reading

123 [§ 20-7-1201, MCA et seq.](#) [Montana Digital Academy](#)  
124 ~~[§ 20-5-301, MCA et seq.](#)~~ ~~[Attendance Outside School District](#)~~  
125 ~~[REPEALED](#)~~  
126 [§ 20-7-xxx, MCA et seq.](#) [Vocational and Technical Education](#)  
127  
128

129 Policy History:  
130 Adopted On: 04.04.2006  
131 Revised On: 01.14.2020

12.5.2023 Policy Committee – 1<sup>st</sup> Reading  
1.2.2024 Policy Committee – 2<sup>nd</sup> Reading  
2.6.2024 Policy Committee – 3<sup>rd</sup> Reading  
3.5.2024 Policy Committee – 4<sup>th</sup> Reading

12.12.2023 Full Board – 1<sup>st</sup> Reading  
2.13.2024 Full Board – 2<sup>nd</sup> Reading  
3.12.2024 Full Board – 3<sup>rd</sup> Reading



**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 03/12/2024

**Item VI.B.10**

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

**Item Title:**        **Item For Action**  
10. Policy 8225 Tobacco and Marijuana Free Schools

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

1 **Helena Public Schools**

2

3 **STUDENTS—**

**3150**

4 Non-Instructional Operations

8225

5

6 Tobacco and Marijuana-Free Schools

7

8 The Board of Trustees of the Helena Public Schools is committed to providing a clean, healthy,  
9 ~~and~~ safe and tobacco-free / marijuana-free school environment for students, employees, and the  
10 general public.

11

12 Use of tobacco, or tobacco innovations in any form is considered detrimental to the health of  
13 non-users as well as users of tobacco or tobacco innovations. The use of tobacco or tobacco  
14 innovations is inconsistent with the Helena Schools health education policy and is prohibited.

15

16 The use of marijuana in any form (including THC ~~and~~ based CBD products) is prohibited.  
17 Marijuana products are products that contain marijuana for use by a consumer and include but  
18 are not limited to edible products, ointments, tinctures, marijuana derivatives, marijuana  
19 concentrates, and marijuana intended for use by smoking or vaping.

20

21 Helena Public Schools are tobacco-free and marijuana-free. The use of tobacco, ~~or~~ tobacco  
22 innovations, or marijuana in any form is prohibited from all school buildings, grounds, and  
23 school sponsored events 24 hours a day, 365 days per year unless used in a classroom or on other  
24 school property as part of a lecture, demonstration, or educational forum sanctioned by a school  
25 administrator or faculty member, concerning the risks associated with using tobacco or  
26 marijuana products or in connection with Native American cultural activities.

27

28 Possession or use of tobacco, ~~or~~ tobacco innovation products or marijuana in any form by  
29 students, employees and the general public on district property, in district vehicles and at school-  
30 sponsored events (whether on or off district property) is prohibited at all times. ~~This includes all~~  
31 ~~days when school is not in session. and all events and other activities not associated with, or~~  
32 ~~sponsored by, the school.~~

33

34 The use of tobacco, ~~or~~ tobacco innovation products or marijuana in any form by all school and  
35 contract employees and all visitors on district property, in district vehicles and at school-  
36 sponsored events (whether on or off district property) is prohibited at all times. This includes  
37 non-school hours and all events sponsored by the school or others.

38

39 Advertising of tobacco, ~~or~~ tobacco innovation products or marijuana in any form is prohibited in

40 school buildings, on school property, at school functions and in all school publications. Any  
41 visual representation of tobacco, ~~or~~ tobacco innovation products or marijuana in any form  
42 including logos, signage, or product names is not allowed. This includes clothing that advertises  
43 tobacco, ~~or~~ tobacco innovation products or marijuana in any form.

44

45 Violation of the policy by students and staff will be subject to actions outlined in District  
46 discipline policies.

47

48 Cross References:

49

50

51 Legal References:     [§ 20-1-220, MCA](#)                     [Use of tobacco product in public school  
52 building or on public school property  
53 prohibited \(\*revised by House Bill 128\*\)](#)

54                     [§§ 50-40-101, et seq., MCA](#)   Montana Clean Indoor Air Act of 1979

55                     [ARM 37.111.825](#)                     [Health Supervision and Maintenance](#)

56

57

58

59 Policy History:

60 Adopted On:                     3.13.01

61 Revised On:                    2.13.01, 6.12.01, 9.9.2014

62