

HELENA EDUCATION ASSOCIATION

Negotiated Agreement



2023-2025

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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.

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 (3rd) 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 5th 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 1st 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 30th 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 10th 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 15th 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 *Sobhan Hatthou*

Dated: March 19, 2024

HELENA EDUCATION ASSOCIATION
HELENA, MONTANA

A handwritten signature in cursive script, appearing to read 'Jane Shawn', written in black ink.

By: Jane Shawn, President
Dated: March 18, 2024

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) f 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
Basketball:	
High School Head Coach	\$5,380
Assistant Varsity and JV Coach	\$3,680
Sophomore Coach	\$3,628
Freshman Coach	\$2,909
Football:	
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
Wrestling:	
High School Head Coach	\$5,076
Assistant Varsity Coach	\$3,548
Cross Country:	
High School Head Coach	\$3,161
Assistant Varsity Coach	\$2,296
Track:	
High School Head Coach	\$4,699
Assistant Varsity Coach	\$3,210
Softball:	
High School Head Coach	\$4,260
Assistant Varsity Coach	\$3,247
JV Head Coach	\$2,477
JV Assistant Coach	\$2,302
Swimming:	
High School Head Coach	\$3,032
Combined Head Coach (both high schools)	\$4,192
Assistant Coach	\$2,210

Tennis:

High School Head Coach	\$3,698
Assistant Varsity Coach	\$2,832
Asst. 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
Cross Country:	
6/7/8/ Lead Coach	\$586
6/7/8/ Coach	\$509
Volleyball:	
6/7/8/ Lead Coach	\$641
6/7/8/ Coach	\$594
Wrestling:	
6/7/8/ Lead Coach	\$638
6/7/8/ Coach	\$555
Basketball (Boys and Girls):	
6/7/8/ Lead Coach	\$641
6/7/8/ Coach	\$562
Band, Orchestra, Choir:	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

2024 District

Calendar 2025



Holiday and Student Dismissal Dates

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				

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

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					

Trustees Approved on 3/12/2024

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.