NEGOTIATED AGREEMENT

Between the

BOARD OF TRUSTEES
School District No. 9
East Helena, Montana

And the

EAST HELENA EDUCATION ASSOCIATION

For the

2024-2027
SCHOOL YEARS

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ARTICLE I

PURPOSE

1.1 PARTIES: THIS AGREEMENT is entered into between School District No. 9, East Helena, Montana, (hereinafter referred to as school district) and the East Helena Education Association, (hereinafter referred to as exclusive representative or union) pursuant to and in compliance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, Montana Code Annotated, as amended, (hereinafter referred to as the Act) to provide the terms and conditions of employment for teachers during the duration of this agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1 RECOGNITION: In accordance with the Act, the school district recognizes the East Helena Education Association as the exclusive representative of teachers employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the Act and as described in this Agreement. The term "teacher" herein shall refer to certified teachers in the district, as defined in 2.2 APPROPRIATE UNIT below unless stated otherwise in this Agreement.

2.2 APPROPRIATE UNIT: The exclusive representative shall consist of all employees of the Board who are certified and whose positions require such certification in Class 1, 2, 4, or 5 as provided in Section 20-4-106, M.C.A. and shall exclude school administrative personnel (Superintendent, Assistant Superintendent, Principals, Assistant Principals), temporary or substitute teachers for less than 30 consecutive teaching days in the same position, those employees excluded by Section 39-31-103, M.C.A. and all other employees, or those teaching less than 15 hours per week shall not be considered members of the appropriate unit.

ARTICLE III

DEFINITIONS

3.1 TERMS AND CONDITIONS OF EMPLOYMENT: Terms and conditions of employment shall mean wages, hours, fringe benefits and other conditions of employment as stated in the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, Montana Code Annotated as amended, and as defined by the Board of Personnel Appeals in accordance with Montana Law on items contained in this agreement.

3.2 SCHOOL DISTRICT OR SCHOOL BOARD: The terms "school board" or "school district" shall mean School District No. 9, East Helena, Montana, its

Board of Trustees or its officials and representative(s) as designated by the Board of Trustees.

3.3 MEET AND CONFER: Meet and confer means the exchange of views and concerns between the school district and the exclusive representatives.

3.4 TEACHER OR EMPLOYEE: The term "teacher(s)" or "employee(s)" as used herein shall mean a member of the appropriate unit as defined in the Agreement.

3.5 FIRST CONSIDERATION: First consideration shall mean district applicants will be afforded an interview. The interview team shall be informed that the applicants are current District No. 9 employees. The decision in regard to which applicants are recommended for hire rests with the hiring committee. The final decision on hiring rests solely with the Board.

3.6 PREPARATION TIME: Prep Time is defined as a block or blocks of time within the school day set aside for staff to prepare lessons, develop curriculum materials, correct assignments or conduct other school related business.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

4.1 INHERENT MANAGERIAL RIGHTS: The exclusive representative shall recognize the prerogative of the School Board as stated in Montana Public Employee's Collective Bargaining Law in Sections 39-31-303, 39-31-304, and 39-31-305 MCA.

The exclusive representative further agrees that all management rights, functions and prerogatives, not expressly delegated in the Agreement are reserved to the school district.

4.2 MANAGEMENT RESPONSIBILITIES: The parties recognize the right and obligation of the school district to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

4.3 EFFECT OF LAWS, RULES AND REGULATIONS: The parties recognize that all teachers covered by this Agreement shall perform the teaching and teaching-related services prescribed by the school district. The parties also recognize the right, obligation, and duty of the Board of Trustees and its duly designated officials to promulgate rules, regulations, directives and orders insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the school district, all teachers covered by this Agreement, and all

provisions of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations and orders of state and federal government agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and order shall be null and void and without force and effect.

ARTICLE V

TEACHERS AND EXCLUSIVE REPRESENTATIVE RIGHTS

5.1 PROFESSIONAL MEMBERSHIP AND REPRESENTATION FEE:

1. MEMBERSHIP: The Association, as the exclusive representative of all members of the appropriate unit, will represent all such persons fairly. No one shall be required to join the Association, but membership in the Association shall be made available to all who apply, consistent with the Association constitution and the bylaws. No one shall be denied Association membership because of race, creed, color or sex.

2. REPRESENTATION FEE: For the term of this Contract, the teacher authorizes and directs the School District to deduct from monthly earnings such monies as are required to pay the Association's representation fee, and to pay over to the Association those monies.

3. DUES CHECKOFF: Commencing in September and each month thereafter, the School District shall deduct, in ten (10) or twelve (12) equal installments according to individual staff election at the beginning of the school year, the monies that are so authorized. New authorizations when received by the district during the school year will be deducted prorata. The exclusive representative shall certify to the district the rate of representation fees for the following school year no later than the first day of that school year. In no case will the exclusive representative designate a representation fee to be collected which would have association nonmembers minus such amounts as are not chargeable under the law and applicable court decisions.

4. AUTHORIZATION: Any authorization for additional deductions for the Association must be signed by the individual teacher and delivered to the District, and shall become effective between the date the signed authorization is received by the district and two months thereafter. No more than one authorization for additional deduction(s) may be delivered during one school year. The basic association representation fee deductions authorized by the individual contract shall remain in force for the term of the individual contract.

5. TRANSMITTAL: The District shall transmit all deducted monies, along with a list of names for whom deductions are made, to the

party designated by the treasurer of the exclusive representative on a monthly basis.

6. DEDUCTIONS: Deductions are to be made each month for Federal Income Tax, State Income Tax, Social Security, Teacher's Retirement, Tax Sheltered Annuities, Credit Union, MEA Dues and Representation Fees.

7. INDEMNIFICATION: The Association hereby agrees to indemnify and shall save the district harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the district, which district action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the district pursuant to this Article; provided that the defense or any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this Section shall be interpreted to preclude the district from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense. Further, the Association warrants to the District that it has in place a legal appeal system for those who contest the amount of their representation fee, and that information on Association expenses is being transmitted to representation fee payers in accordance with the law.

5.2 INFORMATION: The school district agrees to furnish to the exclusive representative, upon request to the superintendent, such information, or access to information, which is of public record and is available, provided the exclusive representative reimburses the school district if the cost of providing such information is excessive.

5.3 MEETINGS: The exclusive representative shall have the right to use available school buildings at reasonable hours for meetings. Scheduling shall be subject to approval of the school district, in advance, of the time and place of such meetings.

5.4 EXCLUSIVE REPRESENTATIVE BUSINESS LEAVE: Ten (10) work days per year, non-accumulative, will be authorized for the attendance of the association officers and delegates to association meetings. Allotment of the ten (10) work days may be made on the basis of one (1) person for ten days or other alternate proposals but not resulting in more than two (2) teachers being absent at the same time. District will pay for the first two (2) aggregate days used and balance of days not to exceed eight (8) days will be teacher paid substitute days, which will be deducted from teacher's salary at substitute teacher's pay scale.

5.5 JUST CAUSE: No tenured teacher shall be disciplined or terminated without just cause. No non-tenured teacher will be disciplined with a loss of compensation without just cause. Nothing herein shall be construed to infringe upon or restrict the Board's right to decline to renew the contracts of non-tenured teachers in accordance with applicable laws.

The East Helena Schools will ensure the following steps will take place before any disciplinary action takes place:

1. Notice shall be provided of inappropriate action based on district policy, procedures, or rules.
2. The employee shall be notified which policy, procedure, or rule was broken.
3. In accordance with state and federal due process laws, a fair hearing shall be conducted.

5.6 NOTICE OF VACANCIES: Information regarding vacancies and new positions during the school year shall be publicized to the staff by posting notices on one staff bulletin board at each school building in the district for a minimum of five (5) working days prior to the application deadline. Vacancies will be posted in the Central Office during the summer and posted on the district's website. Teachers will leave self-addressed, stamped envelopes and an email address with the superintendent if they want to be notified of vacancies during the summer. First consideration shall be given to qualified applicants within the system when filling a bargaining unit vacancy.

The Board agrees to accept requests for transfers and assignments from the present teaching staff to fill any vacancy. The requests will be given first consideration with applications received as a result of external advertising as well as internal applications.

When management has made a recommendation to involuntarily transfer a certified staff member, the administration will provide verbal and written rationale for the transfer to the staff member as soon as possible. Every effort will be made to ease the transition. Those efforts may include but not be limited to release time, team opportunities, grade level observations, educational start-up kits, and/or expenses for acquisitions of the latter. When a final decision for an involuntary transfer has been made, the administration will provide verbal and written notification to the staff member(s) as soon as possible. The affected staff member(s) will have the opportunity to discuss the transfer and submit any concerns in writing to the appropriate administrator within five (5) working days of receiving the rationale. The administration will give consideration to the written concerns prior to making a final decision. An attempt will be made to prevent a staff member from being transferred involuntarily more than two (2) times within a five (5) year period. Administration maintains the right to make a final decision.

5.7 CITIZENSHIP RIGHTS: The Board recognizes the teachers' rights of citizenship and will not discriminate against any teacher for their political or religious activities.

5.8 ASSOCIATION ACTIVITIES: The Board will not discriminate against any teacher because of membership or activities in the association.

5.9 JUDICIAL DUTIES: The Board will not discriminate against any teacher called for jury duty. Teachers required to serve on jury duty will be compensated in accordance with applicable State of Montana statutory provisions.

5.10 PERSONAL LIFE: The Board shall not be concerned with the personal life of a teacher unless the teacher's personal life would have a detrimental effect upon their ability to perform their work in the classroom.

5.11 PART-TIME ASSIGNMENTS:

A. DEFINITION: Part-time teachers are those employed by the district less than full time. First consideration shall be afforded present teachers to enter part-time employment status.

B. SALARY: Each teacher in a part-time position will be paid salary in proportion to the part of the day and/or year the individual works. Each year, each part-time teacher will advance on the salary schedule in the same manner as full-time teachers.

C. OTHER CONDITIONS OF EMPLOYMENT: Part-time teachers shall be required to attend all scheduled meetings, activities and/or programs as any full-time teacher is required to attend.

5.12 APPEARANCES BEFORE EMPLOYER: A teacher shall be entitled to have present a representative of the Association during any appearance before the Board or its agents in which discipline is to be administered. A teacher shall be given prior written notice of the reason for such a discipline meeting and shall be advised in advance of the right to representation.

ARTICLE VI

NO STRIKE CLAUSE

During the term of this Agreement, neither the exclusive representative nor any employee shall engage in a strike against School District No. 9.

ARTICLE VII

DUTY YEAR

7.1 DUTY YEAR: The basic duty year for regular full-time teachers shall consist of 187 duty days, which includes seven (7) PIR days, for tenured teachers and 189 duty days, which includes nine (9) PIR days, for non-tenured teachers as scheduled by the school district. For purposes of this Article, a duty day shall mean a day when the teacher is performing services as prescribed by the school district.

7.2 CALENDAR: The scheduling of duty days shall be established each year by the school district as a school calendar prior to May 1 for the succeeding school year. Teachers will have the opportunity to vote on calendar options which will be developed by the calendar committee. Two (2) days of professional development will be planned by the PIR Committee, a majority of which will be teachers. The School Board will give final approval of the calendar.

7.3 RE-SCHEDULING: In the event that an employee duty day is lost due to an emergency school closing, the teacher shall perform duties on such other day in lieu thereof. Board agrees to meet and confer with the Association prior to scheduling of a make-up day. In the case of a Governor's pardon of the school closing, the duty day will not be made up.

ARTICLE VIII

DUTY DAY

8.1 DUTY DAY: The teacher's day, at a minimum, shall be twenty (20) minutes prior to the first scheduled class period and continue until twenty (20) minutes after students are dismissed for the day.

1. PREPARATION TIME PER DAY:
    a. Middle school and high school teachers shall have non-instructional time of one class period for the purposes of preparation. All other teachers shall have a minimum of sixty (60) minutes of non-instructional time to be scheduled somewhere between 8:15 a.m. and when the children are dismissed. All K-3 teachers will have, at a minimum, a thirty (30) minute uninterrupted block and all 4-5 teachers shall have a forty-five (45) minute uninterrupted block for the purposes of preparation. Recess shall be considered non-instructional time for purposes of this clause. Nothing herein shall prohibit the teacher from using a reasonable portion of non-instructional time for a break.

    b. On days when it is necessary to modify class schedules, preparation times may be rearranged or condensed in order to distribute changes equally among the staff.

2. RECESS AND NOON DUTY: Teachers will not be assigned playground duty during recess and noon/lunch. Teachers are expected to follow up on playground/recess/noon hour disciplinary measures as the need arises.

3. LUNCH PERIOD: The duty-free lunch period for grades 6 - 12 shall be a minimum of thirty-five (35) minutes. The duty-free lunch period for grades K-3 shall be forty-five (45) minutes and grades 4 & 5 shall be forty-three (43) minutes, unless the majority of teachers at a particular grade level agree on not less than forty (40) minutes in order to satisfy required student contact hours/minutes.

8.2 BUILDING HOURS: The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the school district.

8.3 ADDITIONAL ACTIVITIES: As professionals, teachers shall also be required to perform additional duties beyond the basic duty day, as is required by the school district, to include consultations with parents, faculty meetings and open houses.

8.4 CURRICULUM DEVELOPMENT COMMITTEES/SCHOOL IMPROVEMENT PROCESS (SIP): Curriculum development/school improvement process is at -the core of quality education. Therefore, to insure that the best possible product is produced, the district will make every effort to conduct curriculum/school improvement meetings during the contract year and during the teacher's work day. When they cannot be scheduled during the basic duty day, it is understood that teachers will attend these meetings on a reasonable basis.

8.5 TRAVEL BETWEEN BUILDINGS: For teachers required to work in more than one building as part of their teaching assignment, a minimum of ten (10) minutes will be scheduled to allow for travel. This time will not be considered as preparatory or non-instructional time.

ARTICLE IX

BASIC COMPENSATION

9.1 BASIC COMPENSATION:

See Addendum A.

Teachers working less than full-time shall be paid using the following formula:

Number of days worked, divided by 189, for non-tenured teachers in the East Helena School District, and 187 for tenured teachers in the district x percentage of an 8 hour duty day x salary schedule index number = Salary

The effective date of this agreement will be July 1, 2024.

Upon presentation of a National Board Certificate by October 1st of the contract year, or the end of the first semester (or midpoint of the school

year), the district will award the National Board Certified (NBC) teacher a stipend of $2000 per year. The stipend is to be paid in two installments, $1000 in November and $1000 in February, for the life of the certificate. If presentation of NBC occurs after October 1st but before the end of the first semester (or midpoint of the school year), the first $1000 installment will be pro-rated starting from the date the certification begins. Additionally, in the year the certification expires, the stipend amount will be pro-rated appropriate to the term of the certification.

Further eligibility requirements are as follows: The NBC teacher will remain in good standing with the NBC program and show continuous professional growth and leadership in the district through things such as mentoring, committee involvement, and offering professional development.

9.2 CREDIT: A teacher who returns from unpaid leave pursuant to this Article shall retain experience credit for pay purposes and other benefits which he or she had accrued at the time he or she went on leave. No credit shall accrue for the period of time that a teacher was on unpaid leave.

9.3 STATUS OF SALARY SCHEDULES: The salary schedule shall not be construed to continue beyond the duration of this Agreement and a teacher shall have no right to either increment or lane advancement after the expiration of the Agreement. During the duration of this Agreement, a teacher's advancement is subject to the right of the school district to withhold increments, lane changes, or other salary increases for sufficient reasons. An action withholding a salary increase shall be subject to the grievance procedure.

9.4 PAYCHECK ISSUE DATE:Paychecks will be issued the 20th of each month or on the last working day preceding the 20th of the month. The administration, at the discretion of the Board, may issue paychecks earlier.

9.5 $800 CHECK: Checks in the amount of $800.00 will be issued to each teacher after the first five duty days. The $800.00 will be deducted from the teacher's total yearly salary. The remaining portion of the total yearly salary will be divided into ten (10) or twelve (12) equal payments depending on the election by each individual teacher. If twelve (12) payments are elected, the final payment will be made on the last day of the school year upon completion of the year end check out. If a teacher does not make a specific election as to payments, it shall be presumed that such teacher has elected to have the payments made in twelve (12) equal amounts.

9.6 PRESERVICE CREDIT: All credits are computed as semester credits. A newly hired teacher will supply the superintendent with a signed statement verifying the new teacher's previous experience and post-baccalaureate credits by the first day of the contracted school year. An educator applying for a teaching position in the district will be awarded credit for up to 5 years of prior employment as either a certified educator or supervisor in an accredited elementary or secondary school. Exception(s) can be made by mutual agreement between the District and the Association.

9.7 RETIREMENT INCENTIVE: By January 15th the district will announce if there is going to be a retirement incentive.The district may offer retirement incentive options for teachers under contract with the district for the contract term. Eligibility requires 5 or more years of service in the district. Those incentives will be predicated on monies available and the number of incentives available may vary each year. There will be two windows of opportunity for retirement. Teachers with 24 to 25 years of Montana TRS credit will make up Option One (1) and those with 26 or more completed years of Montana TRS credit will make up Option Two (2).

1. Teachers may apply in writing by the last day in March of the year in which they wish to participate in the program. The application letter must include the teacher's resignation.
2. Applicants will be ranked in order according to the time and date stamp of the written notification and the time it was received in the Central Office. Incentives shall be offered on a first come first serve basis based on the time and date stamp. If an incentive cannot be offered, applicants can exercise the option of not retiring.

Option 1: In exchange for an irreversible resignation effective the last day in June of the school year in which they will retire, the district agrees to increase the teacher's salary for that last year by $15,000.00. A lump sum payment representing the $15,000.00 will be paid by July 5th of that year.

Option 2: In exchange for an irreversible resignation effective the last day in June of the school year in which they will retire, the district agrees to increase the teacher's salary for that last year by $10,000.00. A lump sum payment representing the $10,000.00 will be paid by July 5th of that year.

This does not preclude the district from offering an incentive through a Memorandum of Understanding (MOU) at a later date.

9.8 GUEST TEACHER SHORTAGE COMPENSATION: Teachers in K5 who accept a colleague's students due to the guest teacher shortage, will receive a stipend of $25. In the MS and HS, teachers who agree to use their prep period to cover the absence of a colleague due to the guest teacher shortage, shall be compensated at the current professional hourly rate for the amount of prep time lost.

ARTICLE X

EXTRACURRICULAR COMPENSATION

10.1 EXTRACURRICULAR COMPENSATION: The wages and salaries for extracurricular positions will be increased by 2% per year.

ARTICLE XI

GROUP INSURANCE

11.1 MEDICAL PLAN, LIFE INSURANCE, MONTHLY DISABILITY INCOME PLAN: COST OF MEDICAL INSURANCE:

For the term of this contract, the Board shall pay an amount equal to full single person coverage on the Primary insurance plan. Single coverage will be maintained in each of the medical, dental and vision coverage areas. The employee may select other levels of insurance-- two party, family, etc. If an employee selects a level other than single coverage, the Board shall pay an amount equal to full single person coverage on the Primary insurance plan.

The existing insurance benefits will remain equal to, or better than, current coverage. The district will pay the increase realized, if the rates are increased during the term of this contract for the full single person coverage on the Primary insurance plan.

Part-time teachers shall receive benefits proportional to those received by full-time teachers. Any dependent coverage expenses not paid by the Board, shall be borne by the employee with payroll authorized deductions.

11.2 LIFE INSURANCE: The Board shall continue to provide a $20,000 Term Life Insurance Policy that will cover every teacher.

11.3 MONTHLY DISABILITY INCOME INSURANCE: The Board shall continue to provide disability insurance providing sixty percent (60%) of monthly salary, after an elimination period of at least ninety (90) days, with offsets, due to accidental injury or sickness. maximum benefit payment shall not exceed $2,500.00 per month. Maximum benefit period is five years, however, it shall not extend beyond the age of 70.

11.4 SELECTION: The insurance carrier will be selected by the East Helena School District Health and Benefits Committee. The Committee shall be tasked with plan oversight and plan change approval. The committee shall consist of: two (2) district administration, two (2) members of the EHEA appointed by the EHEA, and two (2) members of the EHESA appointed by the EHESA. The committee shall meet quarterly to review plan performance, trends and discuss potential plan changes. Committee meetings shall take place during the work day and at a time that allows all committee members to attend. A representative of the Third Party

Administrator shall also be in attendance to provide information. The committee, at its first meeting, shall elect a chair to conduct the meetings and minutes shall be taken and kept: The committee shall make decisions regarding the district insurance plan by consensus whenever possible.

When consensus can't be met, a vote of the committee shall be conducted.

11.5 INSURANCE - UNPAID LEAVE: Except when receiving Workers' Compensation benefits, a teacher on unpaid leave is eligible to continue to participate in district group insurance programs if permitted under the current insurance policy provisions. A teacher shall pay the entire premium for such insurance commencing with the beginning of leave. The teacher shall pay to the school district the monthly premium in advance. For a teacher receiving Worker's Compensation benefits, the provisions of paragraph 11.7 apply.

11.6 CLAIMS AGAINST THE SCHOOL DISTRICT: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by any insurance carrier.

11.7 DURATION OF INSURANCE CONTRIBUTION: A teacher is eligible for school district contribution as provided in this Article as long as the teacher is employed by the school district. Upon termination of employment, subject to the following paragraph, all district contribution shall cease, effective on the last working day.

The district will establish a $2,000.00 pool to be divided equally between riffed employees to be applied toward insurance premium coverage for July and August. The money will be equally divided and applied to the July payment, up to an amount equal to the combined premiums for single coverage on the vision, dental and Primary medical insurance plans. Remaining pool money will be equally divided and applied to the August premiums for each riffed employee, not to exceed the combined amount of single coverage on the vision dental, and medical plans.

If a teacher's contract is terminated for economic reasons at the end of this contract year, then it is reinstated for the next contract year on or before the first PIR day of that year, the teacher will be reimbursed for payments made by that teacher to participate in the health insurance program for the period.

ARTICLE XII

LEAVES OF ABSENCE

12.1 ANNUAL LEAVE:

1. Full-time teachers will earn fourteen (14) days of leave per year at full salary, commencing on the first PIR day of the school year through the last day of school, to cover personal illness, quarantine, communicable disease,

maternity, paternity, medical appointments or illness in the immediate family. Immediate family is defined as spouse, child, parent, siblings, grandparents, grandchildren, any permanent members of the household and family of the spouse to a like degree.

2. Up to six (6) of these fourteen (14) days can be used for personal reasons each year. Leave for personal reasons may be taken in minimum units of no less than half days.

3. Written requests for personal leave days must be made to the building principal 48 hours in advance. The approval of any personal leave shall rest with the building principal. The approval of any personal leave days at the same time shall in part be based upon the availability of substitutes and planned district activities which would directly involve the teacher(s) requesting personal leave days. Any request that is denied by a building principal may be appealed to the superintendent.

4. Leave with pay shall be allowed whenever a teacher's absence is found to have been due to illness which prevented attendance at school and performances of duties on that day or days. Leave allowed shall be deducted from the accrued leave days earned by the teacher.

5. Extenuating Circumstance Leave, which is defined as the emergency closure of the Day Care Provider for immediate family children will be granted for two occasions, of 1 day each only, during the course of a contract year. The Extenuating Circumstance leave will be charged against accrued leave as applicable under all terms of leave usage as otherwise noted in the contract.

6. All unused leave will accumulate in one leave bank. The accumulation of unused leave shall be unlimited.

7. An employee who has used all leave, has exhausted donations, and is not yet eligible for disability insurance will continue to receive their salary, minus the substitute pay, for the time period between when their leave is used up and when disability insurance begins.

8. "At the time of termination of employment or retirement, accumulated leave earned shall be paid to all teachers at the rate of one-fourth (¼) the daily rate of his or her salary. In the case of retirement, the district will pay the amount necessary to achieve the full retirement benefit allowed by the Teacher Retirement system. The remaining accumulated leave may be paid within thirteen months of the date of retirement."

9. Upon termination, any teacher not having earned or accrued leave previously paid, shall have one (1) day's salary deducted for EACH day of leave paid above their accrued leave.

10. Abuse of leave is cause for forfeiture of the lump sum payments provided for this contract. Abuse constitutes failure to use leave as defined in Section 12.1,1 and 12.1,2.

12.2 BEREAVEMENT LEAVE:

1. Up to ten (10) days leave for each occurrence shall be allowed for death of the teacher's spouse, or the teacher's or spouse's children or parents. Up to five (5) days leave for each occurrence shall be allowed for death of the teacher's or spouse's siblings or other relatives. Up to two (2) days leave for each occurrence shall be allowed for death of the teacher's or spouse's friends.

2. Additional use of leave could be approved by the superintendent.

3. Upon approval of the superintendent, portions of a Bereavement Leave could be taken before the death of an individual, while the length of the Leave would remain the same.

12.3 LEAVE DONATIONS: Teachers employed pursuant to this Agreement may donate or receive leave for illness, accident, maternity, or paternity. The terms and conditions of leave donations are as follows:

1. Any teacher may donate a portion of accrued leave to another teacher. After the donation, the donating teacher must have a minimum of 50 hours of accrued leave remaining. If the designated teacher does not use all the donated days for this incident, these days shall be returned on a prorated basis to the teachers who donated the days.

2. A teacher may not grant more than 32 hours of accrued leave during the contract year.

3. At the time of termination, there is no limit on the amount of leave a teacher may contribute to another eligible teacher subject to any maximum limit set for the recipient teacher.

4. A teacher eligible for receipt of leave donations may receive no more than a maximum of 240 hours of leave during the contract year.

5. For a teacher to be eligible to receive a donation of leave, the teacher must (a) have current employment with School District No. 9; (b) have worked for the district for at least ninety (90) school days; (c) suffer an illness or accident which results in absence from work or be on an approved maternity or paternity leave; (d) exhaust all leave and other accrued paid leave; (e) receive approval from the superintendent for leave of absence; (f) receive approval from the superintendent to receive a donation of leave."

6. Leave donations may also be allowed for an illness or accident for an immediate family member.

12.4 MILITARY LEAVE: Military leave shall be granted pursuant to applicable law.

12.5 SPECIAL CIRCUMSTANCES LEAVE: The building principal may at his/her discretion grant short leaves of absence up to two (2) hour periods, for activities that cannot be accomplished after the school day. It would be the teacher's responsibility to arrange for proper coverage for the students in his/her absence. The teachers desiring to take such leave will be required to submit a written request to the principal which states the amount of leave desired, the beginning and ending time of such leave and the purpose for which the leave is to be used. Special allowances can be made to facilitate attending a medical appointment. The building administrator may grant leave for the medical appointment after student dismissal without a deduction of leave. In addition the time requested cannot be in conflict with 8.3 – additional activities.

12.6 SABBATICAL LEAVE:

1. Leave will be considered for the purpose of full-time study, research, work experience or other professional activities which would enhance the teacher's value to the students of the school district or any other reason.

2. During the leave, the teacher would be entitled to participate in the school district's health and dental program by paying the amount of the premiums to the district. Teachers on leave would not lose their position on the salary schedule as attained at the time the leave started. Teachers who earn educational credits during the leave shall be placed on the appropriate lane on the salary schedule.

3. Teachers on leave shall be entitled to return to the district to their former position or to a comparable position.

4. The Board will decide whether or not to grant leave.

5. A teacher who has taught in the district for a minimum of five (5) consecutive years is eligible to apply for a sabbatical leave. Applications are available in the superintendent's office and will be offered on the contingency of money available to the district. No more than the equivalent of one (1) annual leave will be granted per school year.

   (a) The applicant must specify whether the leave is to be for a full year's duration or a semester and the stipend will be prorated to the term of the sabbatical (semester/year).

   (b) The applicant must also outline a planned education program for the requested leave showing that the applicant will be involved with education experience on a full-time basis during the period of the leave.

   (c) To be considered, a signed application must be received in the superintendent's office by February 1 of the year preceding the requested leave and a decision made by the Sabbatical Committee reached by February 25 of the same year. The Sabbatical Committee will then make its recommendation to the District School Board for a final decision.

   (d) The sabbatical committee will be composed of the superintendent, two administrators and three teachers not currently serving in the same building as the applicant.

Career Development Plan Compensation Schedule:

District Credited Years	Stipend
5	$8,100
6	9,300
7	10,500
8	11,700
9	12,900
10 or more	14,100

The district agrees to provide insurance benefits as currently provided in the Negotiated Agreement.

Teachers on Sabbatical Leave from the district must return to the district for at least three (3) full school years or repay stipend and insurance benefits received from the district while on leave.

12.7 LEAVE PAYOUT: Teachers with unused leave credits exceeding 150 days (1200 hours) at the end of the school year may elect to be paid out $70 per day for each day above the 150 day threshold. The calculation for this compensation shall take the total hours of unused leave divided by 8 and round to the nearest day. In order to exercise this option, teachers will indicate a choice on the Leave Option form to be returned to the Central Office before May 1 of the current contract year.

12.8 LEAVE BENEFITS: All leave benefits shall be prorated for part-time teachers using the following ratio:

Non-tenured $\frac{\text{\# of days worked}}{189} \times$ Percentage of 8 hour day

Tenured $\frac{\text{\# of days worked}}{187} \times$ Percentage of 8 hour day

12.9 Legislative Leave:

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

2. During a legislative leave, the teacher shall receive full contract salary from the District, continue to accrue seniority, and receive all fringe benefits to which said teacher is entitled. In return, the teacher on legislative leave agrees to transfer to the district all compensation received from the legislature.

12.10 ARTICLE XII AGREEMENT: Upon the expiration of this Negotiated Agreement, Article XII will revert to previous language in Addendum B and be reevaluated.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.1 GRIEVANCE DEFINITION:

1. A grievance shall mean an alleged violation, misinterpretation or misapplication of any specific provisions of this Agreement.

2. A grievant is a teacher, or group of teachers, or the Association filing a grievance.

13.2 REPRESENTATIVE: A teacher, administrator or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

13.3 DEFINITIONS AND INTERPRETATIONS:

1. EXTENSION: Time limits specified in this Agreement may be extended by mutual agreement.

2. DAYS: Reference to days regarding time period in this procedure shall refer to working days. A working day is defined as all week days not designated as school holidays.

3. COMPUTATION OF TIME: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a school holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or school holiday.

4. FILING AND POSTMARK: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

13.4 EXHAUSTION OF GRIEVANCE PROCEDURE: Unless otherwise mutually agreed, the grievance procedure as contained in the Agreement shall be fully exhausted with all claims definable as a grievance as provided for in Section 13.1 above before any party shall attempt to adjudicate the claim with any other forum, agency, board, office jurisdiction, or court of law not specifically provided for in the grievance procedure.

13.5 TIME LIMITATIONS AND WAIVER: An effort shall first be made to adjust an alleged grievance informally between the teacher and the building principal and/or the school district's designee. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

13.6 ADJUSTMENT OF GRIEVANCE: The school district and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the school district in the following manner:

LEVEL I: A teacher alleging a grievance shall first discuss it with the appropriate building level administrator or principal with the objective of resolving the matter informally.

LEVEL II. The grievance shall be presented in writing to the building principal setting forth the facts and the specific provision(s) allegedly violated in the terms of this Agreement and the particular relief sought within fifteen (15) days of the first occurrence of the grievance. Upon receipt of the written grievance, the building principal shall have ten (10) days to meet with the grievant in a fact finding meeting to investigate the

details of the grievance and to hear the situation and possible relief. The building principal shall provide the grievant with a written answer within ten (10) days after the fact finding meeting. Such answer shall include the reason(s) upon which the decision is based. If the building principal schedules the fact finding meeting during the time in which the grievant is scheduled to teach, the District will provide a substitute teacher(s) to enable the grievant to participate in the hearing.

LEVEL III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the District Superintendent, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is appealed to the District Superintendent, the Superintendent or his designee shall set a time to hold a fact finding meeting regarding the grievance within ten (10) days after the receipt of the appeal. Within ten (10) days after the fact finding meeting the Superintendent or his designee shall issue a decision in writing to the parties involved.

LEVEL IV: In the event the grievance is not resolved in Level III, the decision rendered may be appealed to the Board of Trustees, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level III. The Board of Trustees reserves the right to review or not to review the grievance, but must make the decision within fifteen (15) days after receipt of the written appeal. In the event the Board of Trustees chooses to review the grievance, the Board or committee of representative(s) thereof shall, within fifteen (15) days, meet to hear the grievance. After this meeting, the Board of Trustees shall have a maximum of fifteen (15) days in which to answer the grievance in writing.

DENIAL OF GRIEVANCE: Failure by the school district to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher or Association may appeal it to the next level. This shall not negate the obligation of the school district to respond in writing at each level of this procedure.

LEVEL V: If the aggrieved is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance only at the option of the exclusive representative may be submitted before an impartial arbitrator. Each party shall exercise its right to arbitration by giving the other party written notice of its intention to arbitrate within TEN (10) DAYS of the rendering of a decision at Level IV. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the exclusive representative will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the

Board of Personnel Appeals. If either party objects to the Board of Personnel Appeals list, a request for an arbitrators list will be made to the American Arbitration Association and an arbitrator will be selected from that list.

The arbitrator selected will confer with the representative of the Board and the exclusive representative and hold hearings promptly and will issue his/her decision not later than THIRTY (30) DAYS from the date of the submission of the final statements. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the exclusive representative and will be final and binding upon the parties.

Arbitration Costs: Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. The arbitrator's decision shall be based upon the specific provisions of this Agreement. This arbitration provision shall be for grievances only. There shall be no interest in arbitration.

13.7 EXCEPTION TO TIME LIMITS: The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through this grievance procedure until resolution. It is understood that in order to be processed, the grievance would have to be filed prior to the expiration date of this Agreement.

13.8 REPRISALS: No reprisals of any kind will be taken by the school district or its designee against any teacher nor will be exclusive representatives or any teacher(s) take reprisal against any member of the Board of Trustees or school administration because of their participation in this grievance procedure.

13.9 COOPERATION OF THE PARTIES: Each party will cooperate with the other party in the investigation of any grievance, and further will furnish such information as is requested for the processing of any grievance. No teacher involved in the investigation, processing or hearing of any grievance shall suffer loss of salary or benefits.

13.10 PERSONNEL FILES: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XIV

MISCELLANEOUS

14.1 MEET AND CONFER: Representatives of the school district and representatives of the exclusive representatives shall meet and confer concerning matters of concern to the parties but which matters are not covered by this Agreement. Each party shall restrict its committee to not more than five (5) representatives for meet and confer meeting. A request for a meet and confer session shall be accompanied by an outline of the subject matters the party requesting the meeting wishes to discuss. The school district shall set the time and provide the facilities for such meeting. The report of and the recommendation of the meet and confer committee, if any, shall be forwarded to the Board of Trustees for its review. Board of Trustees action on such matters, if any, shall become a part of school district policy and shall not become a part of this Agreement.

14.2 TEACHER EVALUATION:

A. The district will maintain a process of evaluation for teachers within the bargaining unit. If at any time the district contemplates substantive changes, the district agrees to notify the association of the contemplated changes or modification and agrees to meet with the association representatives for the purpose of providing an opportunity for input by the association prior to adoption or modifications. The Board shall use the same evaluation system throughout the district. It is understood that the frequency of evaluation may vary to meet the educational needs of the district as determined by the Board and the administration. All teachers will be given prior information relative to what evaluation system will be used and teachers will be provided copies of evaluation documentation which are to be placed in the teachers' personnel files.

B. Formal observations are defined as those observations which are preceded by a pre-observation conference and succeeded by a post-observation conference. It is understood that any reference in this Agreement to "formal observation" does not infringe upon the right of the administration to conduct informal observations as a part of the total evaluation process. All formal observation of teachers shall be with the knowledge of the teacher being formally observed, and shall be followed with a conference between the teacher and his/her observer. Teachers shall be presented a copy of any formal observation reports, and shall discuss with the observer any questions the teacher may have regarding the report. The teacher shall be given a copy of the report, and shall sign the report to signify that he/she has read the report.

C. Alternative evaluations for professional growth, as agreed to by the principal may be arranged. Guidelines for such evaluations will be a collaboration between the teacher and his/her evaluator. The

appropriate paperwork, processes, time lines, and documentation shall be developed and maintained as in any other evaluation method.

D. Should the observer identify areas where the teacher is below the evaluator's levels of expectation, specific written suggestions shall be issued by the observer.

E. "Plans of Improvement" are not subject to the grievance procedure until it becomes disciplinary. The Plan of Improvement will have a time frame for completion. After completion the Plan of Improvement will be removed from the teacher's files.

14.3 COPIES OF BOARD AND ADMINISTRATION POLICIES: Board and Administrative Policies shall be available online at the district website. Any revisions to these policies will be changed on the website after adoption of the board. The superintendent will inform the association president of any discussions about board policy changes by giving notice of all upcoming school board meetings.

14.4 OPEN PERSONNEL FILES: Teachers shall have the right, upon request to review the contents of their personnel files. Teachers may, upon written request, receive one (1) free copy of documents placed in the file within the last three (3) years from the date of the request. Such a request will only be granted once in a three (3) year period. Teachers may receive additional copies of any documents contained in their file at their own expense.

No secret, duplicate, alternate, or other personnel file shall be kept by the Board or administration. The "original" evaluation shall be placed in the personnel file, a copy will be maintained by the administrator, and a copy will be given to the teacher. The office personnel file for teachers will be kept at the clerk's office.

14.5 DISTRIBUTION OF AGREEMENT: Copies of this Agreement shall be produced at the expense of the school board and circulated to all teachers now employed, or hereafter employed by the Board.

The policies and revisions supplied to the referenced offices will be available for review during the regular office hours.

14.6 NON-RESIDENT ENROLLMENT: Dependents of staff members who reside outside of school district boundaries will have preference to enroll in the school district as non-resident students, in compliance with the District Strategic Plan.

ARTICLE XV

REDUCTION IN FORCE AND RECALL

15.1 REDUCTION IN FORCE: The Board reserves the right to reduce the workforce. When the Board determines a staff reduction should be carried out, attrition would be the first means used to accomplish the reduction. If attrition does not accomplish the total reduction necessary, the Board, at its discretion, will lay off non-tenured teachers. If the layoff of non-tenured teachers does not sufficiently reduce the staff, then the Board will layoff tenured teachers with seniority within the district being the controlling factor where all other criteria are relatively equal as determined by the Board.

It is understood that the following criteria will be considered for the purpose of determining whether or not one or more teachers are sufficiently less qualified so as to cause the Board to decide to retain a teacher with less seniority for a given position. The criteria to be considered for tenured teachers, if a workforce reduction is necessary, are certification requirements and years of experience within the district. One year of experience for full-time teachers equals 187 days of seniority, for tenured teachers, and 189 days of seniority, for non-tenured teachers. When the previous two factors are equal, full-time preference over part-time will be a deciding factor.

15.2 RECALL: When placed on layoff, a tenured teacher shall maintain a current address with the district. If a position becomes available for the teacher on layoff, the school district shall provide written notice by certified mail, return receipt requested. The teacher shall have ten (10) calendar days from the date of the attempted delivery by the post office, to accept re-employment. Re-employment must be accepted by certified mail, return receipt requested. Failure on the part of the teacher to accept re-employment within the time specified herein shall
constitute forfeiture by the teacher to any further rights to re-employment with the district. Further, the teacher shall forfeit re-employment rights if he or she fails to report to work on the day specified in the recall notice or within twenty (20) days of the attempted delivery of same, whichever is later.

15.3 RE-EMPLOYMENT RIGHTS: Re-employment rights shall automatically cease twenty-four (24) months from the effective date of layoff and no further rights to re-employment shall exist. Upon return to work, a recalled, laid-off teacher will receive experience credit on the salary schedule for the amount of work performed by the teacher in a certified position while on lay-off. Educational preparation earned while on layoff, if such preparation meets the criteria of the district, will be credited to the teacher.

15.4 SCHOOL DISTRICT AUTHORITY: Nothing in this provision shall be construed to limit the authority of the school district to determine the number of employees, the establishment and priority of programs, or the right to reduce the number of positions within the district. Therefore, such

actions shall not be subject to the grievance procedure contained in this Agreement.

15.5 SENIORITY: Seniority shall be defined as starting with the teacher's last day of continuous employment with the district. Those teachers working less than full-time shall attain seniority in proportion to the number of days working during the year. A Board approved leave of absence will not constitute a break of service.

15.6 LAY-OFF: A teacher who is laid off will remain on the recall list for two (2) years after the effective date of the layoff unless the teacher:

a. Waives recall rights in writing;
b. Resigns;
c. Fails to accept recall to a position offered. It is understood that if the position offered does not provide at least as much work time as the position the teacher held at time of layoff, the teacher would not waive recall right during the two year period.
d. Fails to report to work in a position that the teacher has accepted unless the teacher is sick or injured.

ARTICLE XVI
DURATION

16.1 TERM AND REOPENING: This Agreement shall remain in full force and effect for a period from July 1, 2024 through June 30, 2027. If the exclusive representative or the Board of Trustees desires to modify or amend this Agreement, either the Board or the exclusive representative may give notice to the other party by March 1st of any school year in which the contract is to expire by submitting a list to the other party for any amendments or modifications to this Agreement. The exception being the health and dental coverage premiums which may be negotiated yearly. Negotiations shall begin by not later than March 15, 2027, or some other mutually agreeable date of the year in which this Agreement is to expire.

16.2 EFFECT: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to terms and to conditions of employment supersede any and all prior agreements, practices, school policies, rules or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of this Agreement.

16.3 FINALITY: Any matters relating to the current term of this Agreement, whether or not referred to, shall not be open for negotiations during the term of this Agreement.

16.4 SEVERABILITY: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any provision thereof or the application of any such provision under the circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: East Helena Education Association East Helena, Montana	For: School District No. 9 East Helena, Montana
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Dated this ____ day of _____, 2024	Dated this ___day of _____,2024

Addendum 1 Salary Schedules 2024-2027

Addendum 2

ARTICLE XII

LEAVES OF ABSENCE

12.1 SICK LEAVE:

1. Full-time teachers will earn ten (10) days sick leave per year at full salary, commencing on the first PIR day of the school year through the last day of school, to cover personal illness, quarantine, communicable disease, maternity, medical appointments or illness in the immediate family. Immediate family is defined as spouse, child, parent, siblings, grandparents, grandchildren, any permanent members of the household and family of the spouse to a like degree.

   Extenuating Circumstance Leave, which is defined as the emergency closure of the Day Care Provider for immediate family children will be granted for two occasions, of 1 day each only, during the course of a contract year. The Extenuating Circumstance leave will be charged against accrued sick leave as applicable under all terms of sick leave usage as otherwise noted in the contract.

   An employee who has used all sick leave, personal leave, has exhausted the sick leave pool and is not yet eligible for disability insurance will continue to receive their salary, minus the substitute pay, for the time period between when their leave is used up and when disability insurance begins.

2. The accumulation of unused sick leave shall be unlimited.

3. Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to illness which prevented attendance at school and performances of duties on that day or days.

4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

5. At the time of termination of employment or retirement, accumulated sick leave earned shall be paid to all teachers at the rate of one-fourth (1/4) the daily rate of his or her salary. In the case of retirement, the district will pay the amount necessary to achieve the full retirement benefit allowed by the Teacher Retirement system. The remaining accumulated sick leave may be paid within thirteen months of the date of retirement.

6. Upon termination, any teacher not having earned or accrued all sick leave previously paid, shall have one (1) day's salary deducted for EACH day of sick leave paid above their accrued sick leave.

7. Abuse of sick leave is cause for forfeiture of the lump sum payments provided for this contract. Abuse constitutes failure to use sick leave as defined in Section 12.1,1.

12.2 BEREAVEMENT LEAVE:

1. Up to ten (10) days leave for each occurrence shall be allowed for death of the teacher's spouse, or the teacher's or spouse's children or parents. Up to five (5) days leave for each occurrence shall be allowed for death of the teacher's or spouse's siblings or other relatives. Up to two (2) days leave for each occurrence shall be allowed for death of the teacher's or spouse's friends.

2. Additional use of sick leave could be approved by the superintendent.

3. Upon approval of the superintendent, portions of a Bereavement Leave could be taken before the death of an individual, while the length of the Leave would remain the same.

12.3 SICK LEAVE DONATIONS: Teachers employed pursuant to this Agreement may donate or receive sick leave for illness or accident, maternity, or paternity. The terms and conditions of sick leave donations are as follows:

1. Any teacher may donate a portion of accrued sick leave to another teacher. After the donation, the donating teacher must have a minimum of 50 hours of accrued sick leave remaining. If the designated teacher does not use all the donated days for this incident, these days shall be returned on a prorated basis to the teachers who donated the days.

2. The teacher may grant no more than 32 hours of accrued personal sick leave during the contract year.

3. At the time of termination, there is no limit on the amount of sick leave a teacher may contribute to another eligible teacher subject to any maximum limit set for the recipient teacher.

4. A teacher eligible for receipt of sick leave donations may receive no more than a maximum of 240 hours of sick leave during the contract year.

5. For a teacher to be eligible to receive a donation of sick leave, the teacher must (a) have current employment with School District No. 9; (b) have worked for the district for at least ninety (90) school days; (c) suffer an illness or accident which results in absence from work or on an approved maternity or paternity leave; (d) exhaust all personal or accrued sick leave, annual leave, and other accrued paid leave; (e) receive approval from the superintendent for leave of

absence; (f) receive approval from the superintendent to receive a donation of sick leave.

6. Sick leave donations may also be allowed for an illness or accident for an immediate family member.

12.4 PERSONAL LEAVE:

1. Three (3) days per year will be provided each teacher for personal reasons which require the teacher's absence during working hours. Personal leave days may be taken in minimum units of no less than half days. Three days may be carried over for a maximum of six.

2. Written requests for personal leave days must be made to the building principal 48 hours in advance. The approval of any personal leave shall rest with the building principal. The approval of any personal leave days at the same time shall in part be based upon the availability of substitutes and planned district activities which would directly involve the teacher(s) requesting personal leave days. Any request that is denied by a building principal may be appealed to the superintendent.

3. Teachers may sell back unused personal leave at the end of each school year at the daily rate of a certified substitute teacher.

4. Any personal leave beyond the accrued three (3) days [24 hours] remaining at the end of the school year will automatically be paid out; however, teachers may opt to designate that the additional days (beyond the accrued three days) be rolled into their sick leave. In order to exercise this option, teachers will indicate a choice on the Personal Leave Option form to be returned to the Central Office before May 1 of the current contract year.

5. Teachers may exchange four (4) sick leave days for one (1) additional personal leave day. This request must be made in writing to the building principal and Superintendent. No more than twelve (12) sick days may be exchanged in any contract year. A maximum of six (6) total personal days per teacher per school year will be allowed.

12.5 MILITARY LEAVE:Military leave shall be granted pursuant to applicable law.

12.6 SPECIAL CIRCUMSTANCES LEAVE: The building principal may at his/her discretion grant short leaves of absence up to two (2) hour periods, for activities that cannot be accomplished after the school day. It would be the teacher's responsibility to arrange for proper coverage for the students in his/her absence. The teachers desiring to take such leave will be required to submit a written request to the principal which states the amount of leave desired, the beginning and ending time of such leave and the purpose for which the leave is to be used. Special allowances can be made to facilitate attending a medical appointment. The building administrator may grant

leave for the medical appointment after student dismissal without a deduction of sick leave. In addition the time requested cannot be in conflict with 8.3 – additional activities.

12.7 SABBATICAL LEAVE:

Leave will be considered for the purpose of full-time study, research, work experience or other professional activities which would enhance the teacher's value to the students of the school district or any other reason.

During the leave, the teacher would be entitled to participate in the school district's health and dental program by paying the amount of the premiums to the district. Teachers on leave would not lose their position on the salary schedule as attained at the time the leave started. Teachers who earn educational credits during the leave shall be placed on the appropriate lane on the salary schedule.

1. Teachers on leave shall be entitled to return to the district to their former position or to a comparable position.

2. The Board will decide whether or not to grant leave.

3. A teacher who has taught in the district for a minimum of five (5) consecutive years is eligible to apply for a sabbatical leave. Applications are available in the superintendent's office and will be offered on the contingency of money available to the district. No more than the equivalent of one (1) annual leave will be granted per school year.
   (a) The applicant must specify whether the leave is to be for a full year's duration or a semester and the stipend will be prorated to the term of the sabbatical (semester/year).
   (b) The applicant must also outline a planned education program for the requested leave showing that the applicant will be involved with education experience on a full-time basis during the period of the leave.
   (c) To be considered, a signed application must be received in the superintendent's office by February 1 of the year preceding the requested leave and a decision made by the Sabbatical Committee reached by February 25 of the same year. The Sabbatical Committee will then make its recommendation to the District School Board for a final decision.
   (d) The sabbatical committee will be composed of the superintendent, two administrators and three teachers not currently serving in the same building as the applicant.

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The district agrees to provide insurance benefits as currently provided in the Negotiated Agreement.

Teachers on Sabbatical Leave from the district must return to the district for at least three (3) full school years or repay stipend and insurance benefits received from the district while on leave.

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Non-tenured $\frac{\text{\# of days worked}}{189} \times$ Percentage of 8 hour day

Tenured $\frac{\text{\# of days worked}}{187} \times$ Percentage of 8 hour day

12.9 Legislative Leave:

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

2. During a legislative leave, the teacher shall receive full contract salary from the District, continue to accrue seniority, and receive all fringe benefits to which said teacher is entitled. In return, the teacher on legislative leave agrees to transfer to the district all compensation received from the legislature.

EAST HELENA SCHOOL DISTRICT NO. 9

Addendum "A"

CERTIFIED STAFF SALARY SCHEDULE INDEX

Contract Year 2025-2026

Reflects a 2% increase

	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
0	$44,245	$45,060	$45,925	$46,773	$47,651	$48,506	$49,360	$50,215
1	$45,210	$46,147	$47,098	$48,053	$49,009	$49,963	$50,893	$51,836
2	$46,198	$47,249	$48,280	$49,335	$50,366	$51,421	$52,427	$53,457
3	$47,199	$48,354	$49,461	$50,617	$51,723	$52,879	$53,959	$55,075
4	$48,204	$49,458	$50,642	$51,899	$53,080	$54,336	$55,499	$56,737
5	$49,210	$50,567	$51,823	$53,180	$54,437	$55,806	$57,077	$58,444
6	$50,215	$51,672	$53,005	$54,462	$55,806	$57,313	$58,696	$60,225
7	$51,220	$52,779	$54,185	$55,755	$57,208	$58,857	$60,361	$62,034
8	$52,225	$53,885	$55,370	$57,077	$58,644	$60,445	$62,108	$63,956
9	$52,225	$54,990	$56,580	$58,430	$60,114	$62,108	$63,924	$65,911
10	$52,225	$54,990	$57,817	$59,813	$61,640	$63,835	$65,776	$68,081
11	$52,225	$54,990	$59,075	$61,235	$63,231	$65,594	$69,029	$70,239
12	$52,225	$54,990	$59,075	$62,730	$64,865	$67,507	$69,890	$72,562
13	$52,225	$54,990	$59,075	$64,259	$66,587	$69,469	$72,021	$74,887
14	$52,225	$54,990	$59,075	$65,853	$68,386	$71,480	$74,219	$77,210
15	$52,225	$54,990	$59,075	$67,507	$70,183	$73,571	$76,416	$79,533
16				$68,773	$72,046	$75,042	$77,945	$81,126
17				$68,773	$72,046	$75,042	$77,945	$81,126
18				$68,773	$72,046	$75,042	$77,945	$81,126
19				$70,055	$72,992	$76,515	$79,474	$82,717
20				$70,055	$72,992	$76,515	$79,474	$82,717
21				$70,055	$72,992	$76,515	$79,474	$82,717
22				$70,055	$72,992	$76,515	$79,474	$82,717
23				$71,361	$74,395	$77,986	$81,000	$84,307
24				$71,361	$74,395	$77,986	$81,000	$84,307
25				$71,361	$74,395	$77,986	$81,000	$84,307
26				$71,361	$74,395	$77,986	$81,000	$84,307
27				$71,361	$74,395	$77,986	$81,000	$84,307
28				$71,361	$74,395	$77,986	$81,000	$84,307
29				$71,361	$74,395	$77,986	$81,000	$84,307

Teachers shall receive an annual longevity payment of two percent (2%) of the 15th step salary beginning with the 16th year of service to the District; this amount shall be increased to four percent (4%) at the 19th year of service; and to six percent (6%) at the 23rdyear of service. These payments shall continue until retirement.

Entry level teachers with a BA and 0, 1, or 2 years of experience will be placed on Step 2 of the BA column and remain there until they gain enough experience to move to Step 3 or earn enough credits to move to the BA + 10 column. An Entry Level Teacher that has enough credits to be placed on the BA +10 column with 0 or 1 years of experience will be placed similarly on Step 2 of the BA column and remain there until they gain enough experience to move to a higher pay on the BA+10 column than that associated with their initial placement at the BA Step 2.

EAST HELENA SCHOOL DISTRICT NO. 9

Addendum "A"

CERTIFIED STAFF SALARY SCHEDULE INDEX

Contract Year 2026-2027

Reflects a 1.5% or a $750 increase whichever is greater

	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
0	$44,995	$45,810	$46,675	$47,523	$48,401	$49,256	$50,110	$50,969
1	$45,960	$46,897	$47,848	$48,803	$49,759	$50,713	$51,656	$52,613
2	$46,948	$47,999	$49,030	$50,085	$51,121	$52,192	$53,213	$54,259
3	$47,949	$49,104	$50,211	$51,376	$52,499	$53,672	$54,769	$55,901
4	$48,954	$50,208	$51,402	$52,677	$53,876	$55,151	$56,332	$57,588
5	$49,960	$51,325	$52,601	$53,978	$55,254	$56,643	$57,933	$59,321
6	$50,969	$52,447	$53,800	$55,279	$56,643	$58,173	$59,577	$61,128
7	$51,988	$53,571	$54,998	$56,592	$58,066	$59,740	$61,266	$62,964
8	$53,008	$54,693	$56,200	$57,933	$59,524	$61,351	$63,040	$64,916
9	$53,008	$55,815	$57,429	$59,306	$61,016	$63,040	$64,883	$66,900
10	$53,008	$55,815	$58,684	$60,710	$62,564	$64,793	$66,762	$69,102
11	$53,008	$55,815	$59,961	$62,153	$64,179	$66,578	$70,065	$71,292
12	$53,008	$55,815	$59,961	$63,671	$65,838	$68,519	$70,938	$73,650
13	$53,008	$55,815	$59,961	$65,222	$67,586	$70,511	$73,102	$76,010
14	$53,008	$55,815	$59,961	$66,841	$69,412	$72,552	$75,332	$78,368
15	$53,008	$55,815	$59,961	$68,519	$71,236	$74,674	$77,562	$80,726
16				$69,805	$73,127	$76,167	$79,114	$82,342
17				$69,805	$73,127	$76,167	$79,114	$82,342
18				$69,805	$73,127	$76,167	$79,114	$82,342
19				$71,106	$74,086	$77,663	$80,666	$83,958
20				$71,106	$74,086	$77,663	$80,666	$83,958
21				$71,106	$74,086	$77,663	$80,666	$83,958
22				$71,106	$74,086	$77,663	$80,666	$83,958
23				$72,431	$75,511	$79,156	$82,215	$85,572
24				$72,431	$75,511	$79,156	$82,215	$85,572
25				$72,431	$75,511	$79,156	$82,215	$85,572
26				$72,431	$75,511	$79,156	$82,215	$85,572
27				$72,431	$75,511	$79,156	$82,215	$85,572
28				$72,431	$75,511	$79,156	$82,215	$85,572
29				$72,431	$75,511	$79,156	$82,215	$85,572

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