CMLRCC

COLLECTIVE BARGAINING AGREEMENT

2022-2024

INDEX

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1
CONTRACT OF AGREEMENT

This agreement is entered into the 10th day of May, 2022, by and between the Management Board of the Central Montana Learning Resource Center Cooperative (CMLRCC) and their successors in office, Fergus County, Montana, hereinafter designated as the Board and the Professional Staff, pursuant to and in accordance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, Montana Codes Annotated, to provide the terms and conditions of employment for professional staff for the duration of this agreement. This contract will remain in place for the 2022-2024 school years.

ARTICLE 2
RECOGNITION

A. The Board hereby recognizes the Professional Staff as the exclusive and sole representative for collective bargaining concerning the terms and conditions of employment. Professional Staff, for this purpose, are defined as:

1. Employees contracted for instructional services are defined as teachers holding valid teacher licenses of class 1, 2, 4, or 5 issued by the State of Montana, Section 20-4-206 MCA.

2. Employees contracted as supportive staff holding a valid certificate or license as required by CMLRCC job description and/or by law. These employee positions include: 1) school psychologists, 2) speech pathologists, 3) occupational therapists, licensed clinical professional counselor, and 5) behavior specialists (MA+30).

B. Unless otherwise indicated, Staff, when used hereinafter in this agreement, shall refer to all employees as defined above.

ARTICLE 3
STAFF RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any Staff member such rights as he/she may have under Montana Law.

B. Staff members will not be required to disarm any students of an explosive device or lethal weapon, or search for explosives.

C. The Board and the Staff recognize the importance of Staff involvement in the decision-making process in CMLRCC. In an effort to ensure that Staff has a voice, the Staff shall provide a list of Staff member names for any committee which has staff members. The director, board members, or the Staff can request names.

D. No Staff members shall be reduced in rank or compensation, discharged or otherwise deprived of any professional advantage without due process in accordance with Montana Law (See Administrator's Handbook, Employee Relations).

E. A Staff representative may attend the monthly board meeting without loss of pay or leave time. One board packet will be available to the Staff member prior to the board meeting.

F. Approved minutes from the previous Board meeting shall be distributed/mailed to every employee when the board agenda goes out.

ARTICLE 4
RIGHTS OF THE BOARD

The Staff recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the CMLRCC to the full extent authorized by law.

CMLRCC shall retain all rights, powers, functions, and authority to operate CMLRCC and manage its affairs as outlined in state law except where specifically restricted by the agreement.

ARTICLE 5
REOPENING OF BARGAINING

The Staff shall notify the CMLRCC Management Board of their desire to bargain a new agreement on or before November 1, preceding the termination date of this agreement.

In the event the Staff requests the bargaining of a new agreement, the Staff and the Board agree to initiate bargaining on or before December 15, preceding the termination of this agreement.

Either team desiring a special meeting shall make the request known to the Director. The Director will confer with both chairpersons to assign a time, date and place of mutual agreement.

ARTICLE 6
LEAVES

In order to receive Leave as defined in Article 6, a Staff member must be employed 0.5 FTE or greater. A Staff member employed 1.0 FTE will receive full salary and leave. For calculation purposes, full time employment is based on one hundred eighty-seven days or 180 working days x 8 hours = 1440 hours + 7 PIR days x 6 hours = 42 hours for a total of 1482 hours. Salary and leave will be prorated for employees 0.5 FTE or greater.

A. PROFESSIONAL LEAVE

1. Temporary leave at full salary may be provided to each Staff member for visitation of other schools, attendance at education conferences, serving on committees, serving duties of professional elected officers, and attendance at professional association conferences, conventions, and assemblies if approved by the Director.

2. Temporary leave at full salary may be provided to Staff members who serve as an officer or board member of a professional association:

    a. In-state attendance may be allowed with the consent of the Director.

    b. Out-of-state attendance must be presented to the Board for approval.

3. Reasonable expenses shall be paid to Staff members attending such meetings, unless mutual agreement between the Staff members involved and the Director waive such expenses. Such waiver of expenses should be in written form and signed by the involved parties.

4. Staff members who are 0.5 to 1.0 FTE and wish to attend an out-of-state conference must submit a proposal to the Director for his/her approval. After the Director's approval, the proposal will be presented to the CMLRCC Board for their final approval for the out-of-state travel. All proposals must be submitted in a manner that will allow time for the Board to approve the request. The conference and travel cost paid by CMLRCC will be prorated based on the staff member's FTE. The CMLRCC Board has the discretion to fund a travel request above the staff member's FTE.

B. EXTENDED LEAVE OF ABSENCE

Extended leave of absence (ELA) without salary shall be provided for such reasons as personal illness, family illness, involuntary military service, and maternity leave; ELA may be provided for education and for election to full time office. At the discretion of the Board, Staff members may receive up to full compensation by CMLRCC during an approved ELA to participate in an exchange-teaching program. Requests shall be made in writing, stating the desired length of time for ELA.

The employee will not receive fringe benefits during any ELA of greater than one hundred twenty (120) hours. During the leave, the employee may pay the Cooperative's share of any insurance benefit program in order to maintain those benefits, provided that is acceptable to the insurance carrier. Staff using ELA will not earn any sick leave or annual leave credits or any other benefits during the approved leave of absence.

The Staff member shall be informed in writing as to the action taken by the Board on the request for ELA. Failure to comply with the conditions and terms of the agreement by the Staff member may be grounds for dismissal.

1. Personal Illness: When a Staff member becomes ill or injured whereby the period of convalescing is longer than their discretionary leave and/or accumulated sick leave, said Staff member may apply for ELA.

2. Immediate Family Illness: When an immediate family member becomes seriously ill or injured and the period of convalescing is longer than the Staff member's discretionary leave and/or accrued sick leave, the Staff member may apply for ELA. Immediate family member is defined as the Staff member's spouse, significant other, fathers, mothers, sisters, brothers, sons, daughters, grandparents, grandchildren, son-in-laws, daughter-in-laws, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, step-parents, step-siblings, step-children, step-grandchildren, half-siblings, uncles, aunts, nephews, nieces, cousins, and foster children. Serious illness is defined as illness generally requiring hospitalization.

3. Education: Upon approval of the Board, ELA may be granted to obtain additional education, participate in an exchange-teaching program, travel, or participate in work programs related to professional responsibilities.

4. Campaign for/or Election to Public Office: ELA may be given for the length of time necessary for the campaign or term of the public office, not to exceed one full year.

5. Military Service:

   If a Staff member is called into military service on an involuntary basis, he/she shall be granted ELA without the use of discretionary or sick leave for the term of the deployment.

6. Length of ELA:

   a. ELA may be granted for a maximum period of one (1) school year.

   b. ELA may not be extended to endure for a period to exceed one (1) school year except in the case of military service.

7. Effective and Termination Dates:

   a. ELA may become effective only at the end of a quarter or at the end of a school year.

   b. Upon the recommendation of the Director and approval of the Board, ELA may become effective on a date other than the close of business on the last day of a quarter, or be terminated on a date other than the close of business on the last day of a quarter.

8. Return to Position After ELA:

   a. A Staff member who does not report for duty at the expiration of his/her ELA, and who does not resign, shall be dismissed from service for abandonment of his/her position.

   b. A Staff member returning from ELA shall be entitled to a position, at approximately the same grade level and approximately the same subject field, which he/she held at the time of his/her request for ELA. Credit for salary increments for the period of ELA will be granted in cases of ELA of ninety-four (94) school days or less.

   c. A Staff member returning from ELA, due to illness, shall submit a report of physical examination by a licensed physician in the field of the illness. Said report must attest to the physical ability of the individual to fulfill his/her duties.

C. DISCRETIONARY LEAVE

1. A full time (1.0 FTE) Staff member shall be granted one hundred twenty (120) discretionary hours (the equivalent of fifteen (15) days) at the beginning of each work year. Discretionary leave may be used for personal business or for illness: illness is defined under subsection D1.

2. Notification of intention to take discretionary leave shall be requested in writing in advance and shall be authorized by the Director or his/her designee.

   The leave may be denied if more than two (2) of the Staff members are absent on discretionary leave at the time such leave is to be taken. In case of emergency, advance written notification is not required. Discretionary leave will be granted in hour increments. Unused discretionary leave will be added to accumulated sick leave at the beginning of the current contract year.

3. When a Staff member has used all his/her annual discretionary leave in one year, no further leaves for personal business will be granted without prior approval of the Director.

4. Leave used for illness shall be first deducted from the annual discretionary hours. Leave used for illness that exceeds the annual discretionary leave shall be deducted from the accrued sick leave hours credited to the Staff member.

D. SICK LEAVE

1. After a Staff member has used all his/her annual discretionary leave hours, the Staff member will use his/her accumulated sick leave hours for the purpose of personal and/or immediate family members' medical appointments or illnesses. Immediate family member is defined as the Staff member's spouse, significant other, fathers, mothers, sisters, brothers, sons, daughters, grandparents, grandchildren, son-in-laws, daughter-in-laws, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, step-parents, step-siblings, step-children, step-grandchildren, half-siblings, uncles, aunts, nephews, nieces, cousins, and foster children.

2. The annual discretionary leave hours are available to use from the starting date of the current contract with the full amount of accumulated sick leave (up to one thousand two hundred hours) available for personal illness and/or family illness after all discretionary leave hours have been used.

3. A summary of discretionary leave and accumulated sick leave shall be included with each Staff member's monthly paycheck. Also, the number of hours available in their sick leave bank will be included.

4. Included in their last paycheck at the end of the work year, Staff members who have unused, discretionary leave hours will be reimbursed fifty dollars ($50) for every eight (8) hours over the allowed accumulated one thousand two hundred (1200) hours of sick leave.

E. BEREAVEMENT LEAVE

1. Up to forty (40) hours per occurrence will be granted at full salary to a Staff member for death in the immediate family. Immediate family member is defined as the Staff member's spouse, significant other, fathers, mothers, sisters, brothers, sons, daughters, grandparents, grandchildren, son-in-laws, daughter-in-laws, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, step-parents, step-siblings, step-children, step-grandchildren, half-siblings, uncles, aunts, nephews, nieces, cousins, and foster children.

4. For the death of anyone outside the definition of "immediate family", it is understood and agreed to that such bereavement leave requests shall first be considered separate of normal bereavement leave and shall be granted using discretionary leave or leave without pay. CMLRCC shall deduct contracted hours missed from the Staff member's contractual salary for each hour of absence. In addition, such leave may be denied, based on the educational needs of CMLRCC. The length of such leave shall not exceed forty (40) hours per occurrence.

F. FAMILY MEDICAL LEAVE

1. Maternity leave shall be granted for a reasonable period for pregnancy disability as the result of pregnancy, childbirth and recovery. Such leave period is considered two hundred forty (240) contract hours. Maternity leave will be charged first against the Staff member's discretionary leave hours and then accumulated sick leave hours. Any leave request beyond the two hundred forty (240) contract hours must be submitted to the CMLRCC Board for their approval, prior to the leave date. (Exception to extending the maternity leave without prior CMLRCC Board approval is found in Subsection F2.) Any hours during this period not covered by discretionary leave and/or accumulated sick leave shall be considered extended leave of absence (ELA) without salary. Upon the Staff member's return to work, the leave without pay will be evenly deducted over the remaining pay periods in the contract year.

   Maternity leave for eligible part-time Staff members will be calculated by prorating the two hundred forty (240) contract hours according to FTE and applying the resultant number of hours to the calendar regularly worked by the Staff member.

2. In the event that the Staff member's disabling condition extends past the two hundred forty (240) contract hours, an exception to subsection F1 shall be made. Such disabling condition must be diagnosed and documented by a licensed medical doctor stating the need for an extended medical disability time period. Such documentation shall be submitted to the Board. The Board reserves the right to require a second medical opinion to verify the request for an extension. Any leave during this extension period not covered by discretionary leave and/or accumulated sick leave shall be considered ELA without salary.

3. For purposes of this policy, two hundred forty (240) contract hours, which may include pre-delivery, delivery, and recovery days, constitutes a reasonable period for pregnancy disability. Extension of the normal two hundred forty (240) contract hours shall be approved for medical conditions occurring during the pregnancy or recovery period as certified by a licensed medical doctor.

G. PARENTAL LEAVE

A Staff member who becomes a birth father, birth spouse, or adoptive parent shall be granted up to eighty consecutive contract (80) hours for parental leave, including the day of adoption/birth. In cases where both parents are employed by CMLRCC, the leaves may not be taken simultaneously. Such leave will be charged against the Staff member's discretionary leave and then his/her accumulated sick leave. Any hours during this period not covered by discretionary leave and/or accumulated sick leave shall be considered extended leave of absence (ELA).

H. FAMILY/MEDICAL LEAVE ACT

Currently, the Family/Medical Leave Act does not apply to the CMLRCC Organization. If in the future the Family/Medical Leave Act does apply to the CMLRCC Organization, then the Family/Medical Leave Act will run concurrently with other leaves that would be covered by the Family/Medical Leave Act.

I. SABBATICAL LEAVE

1. Sabbatical leave shall be granted for a purpose of study only after a Staff member serves seven (7) consecutive years in CMLRCC and such leave shall be subject to Board approval. Stipend amounts are based on Full Time Equivalency (FTE) with 1.0 FTE equaling a possible $3,000 stipend.

2. A plan of study that shall lead toward advancement in the area of employment in Board approved fields shall be submitted to the Board in writing along with a letter requesting sabbatical leave. Such a plan shall include a statement of the educational goal(s) or complete description and rationale to alternatives for academic training.

3. No further sabbatical leave shall be granted to the same Staff member until that Staff member has completed seven (7) additional years of service with CMLRCC.

4. A Staff member on approved sabbatical leave shall be paid a three thousand dollar ($3,000.00) stipend payable in ten (10) equal installments of three hundred dollars ($300.00) per month. Such payments will be made during the months of September through June of the fiscal year in which the sabbatical leave is taken. Prior to the receipt of any portion of the stipend, the Staff member shall sign a promissory note for three thousand dollars ($3,000.00). Should the Staff member discontinue the established plan of study during the sabbatical leave period, the amount paid to that point shall become due and payable to CMLRCC. Staff members completing the conditions of the approved application for sabbatical leave and one full year in CMLRCC following the sabbatical leave, shall have their obligation for payment of the promissory note canceled. The Board must approve any deviation from the above procedure.

5. A Staff member on sabbatical leave may not accept employment that interferes with his/her study without loss of the stipend or any other benefits provided by CMLRCC during the period of leave.

6. The time during which a Staff member is on sabbatical leave shall not be counted as experience for the purpose of advancement on the salary schedule.

J. UNPAID LEAVE OF ABSENCE

1. Unpaid Leave of Absence (ULA) shall be granted only after a Staff member has five (5) consecutive year's employment with CMLRCC and the Board has granted such leave.

2. ULA is defined as a leave of employment from CMLRCC for one contract year of service from CMLRCC.

5. The time during which a Staff member is on ULA shall not be counted as experience for the purpose of advancement on the salary schedule.

    a. Request for ULA will be submitted in writing to the Board by May 1 of the year preceding the ULA.

    b. No further ULA shall be granted to the same Staff person until that Staff person has completed five (5) additional years of service with CMLRCC.

ARTICLE 7
SICK LEAVE BANK

A sick leave bank shall be available to all certified and classified Staff.

The purpose of this bank is to provide additional sick leave to Staff who encounter illnesses or accidents that disables them and/or their immediate family as defined in Article 6, D1, for a period of time that extends beyond their discretionary leave hours and/or accumulated sick leave hours. The sick leave bank shall be subject to the following:

A. DEPOSIT OF TIME

1. At his/her discretion, a Staff person may donate up to one-third (1/3) of his/her accumulated sick leave to the sick leave bank over a five (5) year period. Once an employee has contributed hours to the bank, the hours are nonrefundable to that Staff person's accumulated hours, but are available through application to the sick leave bank.

2. Sick leave may be transferred as needed to maintain the balance at four hundred (400) hours throughout the year.

3. The sick leave bank will be capped at four hundred (400) hours.

4. The sick leave bank shall be administered by the business office with a record of transactions kept by the CMLRCC business manager.

B. WITHDRAWALS

1. At the beginning of each work year, Staff members will choose a committee of two (2) members, which may include a classified staff member, to serve with the Director to consider Staff requests for sick leave bank hours. The Staff will also choose a member as an alternate to fill in if one of the committee members is requesting sick leave bank hours. A statement from the applicant's doctor verifying need for sick leave will be requested.

2. Staff who have exhausted their discretionary leave hours and/or accumulated sick leave hours may make reasonable withdrawals, as determined by the committee noted in subsection B1, from the common bank, provided that there are sufficient hours available in the bank.

ARTICLE 8
INSURANCE

A. MEDICAL AND DENTAL INSURANCE

1. The Board will contribute the cost of a single policy rate plus fifty percent (50%) of the cost of dependents per month toward the comprehensive major medical and dental programs in effect for 2022-2024.

2. The insurance contract and these benefits are understood to be in effect from September 01, 2022 through August 31, 2024.

3. In cases where two Staff persons are married to each other and are employed by CMLRCC, the Board will contribute the cost of two single policy rates and will contribute fifty percent (50%) of the total cost for dependents.

B. LIFE AND DISABILITY INSURANCE

1. The Board shall provide Life and Accidental Death and Dismemberment (AD&D) Insurance for each Staff member through an appropriate and reliable carrier.

2. The Board shall provide up to two hundred fifty dollars ($250) per year per Staff member toward a group life and long-term disability insurance program. The benefit shall be the same for full and part-time Staff members.

3. The AD&D insurance contract and benefits are understood to be in effect from September 01, 2022 through August 31, 2024.

C. PRORATION OF INSURANCE BENEFITS

For insurance purposes, Board contributions, to all agreed upon health and dental insurance benefits, will be prorated according to the following conditions:

1. The Board will pay full insurance coverage as agreed upon for full time Staff members. A full time Staff Member is one who holds a contract for 1.0 FTE as determined by the salary schedule in Article 1 of this agreement. The dollar amount so derived shall be exclusive of extra duty salary allowances.

2. The Board will pay insurance coverage for any Staff member contracted for equal to or greater than one-half time (.5 FTE) based on the contracted number of hours worked divided by the number of hours on the Board approved Co-op calendar (currently 180 working days x 8 hours = 1440 hours + 7 PIR days x 6 hours = 42 hours for a total of 1482 hours), multiplied by the current Board contribution as determined by the salary schedule in Article 1 of this agreement. The dollar amount so derived shall be exclusive of extra duty salary allowance.

The Board is responsible only for payment to the appropriate insurance carrier of the amount agreed to herein as premium contributions and not for adjustments of any claims.

D. FLEXIBLE BENEFIT PLAN (IRS SECTION 125)

The Board will establish a flexible benefit plan based on Section 125 of the IRS code to pay eligible, non-reimbursable health and dependent care costs. The plan will be administered by an outside carrier based on mutually agreed upon specifications. The Board will assume the startup costs to administer the program. Staff orientation and education will be provided regarding the plan use. Participating Staff will pay fees related to their individual accounts. Participation in the plan by Staff will be voluntary.

E. VOLUNTARY REDUCTION IN CONTRACT AND PRORATED LEAVE

Staff members may request a reduction in contract. The Staff member must submit a request for a reduction in contract to the Director by March 1 (one) of the preceding contract year. Final approval for a reduction in contract requires Board approval.

ARTICLE 9
WORKLOAD AND CONDITIONS

A. SCHOOL CALENDAR

The Staff shall receive a copy of the proposed CMLRCC Coop calendar at least two (2) calendar weeks before its scheduled adoption. The Staff may confer with the Board regarding the CMLRCC calendar and shall have the right to confer regarding any changes in said calendar including the effect, if any, of such change on bargaining unit members.

ARTICLE 10
OTHER EMPLOYMENT

A Staff member shall take no other employment that interferes with his/her job responsibilities.

ARTICLE 11
STAFF TIME SCHEDULE

A. DEFINITIONS

Staff are certified or licensed personnel. Staff are employees whose job descriptions require them to hold a valid certificate, license, or a letter of approval from the Office of Public Instruction or by an authorized Montana State agency.

B. WORKDAY

The regular workday shall normally be eight (8) hours (including one-half hour for lunch) beginning at 8:00 a.m. and ending at 4:00 p.m. The regular workweek shall be five (5) days beginning Monday and ending Friday. The regular work year shall constitute one hundred eighty-seven (187) days as specified in the approved annual CMLRCC calendar.

It is understood that as a professional educator, a Staff member's obligation from time to time throughout the year may require him/her to work beyond the normal eight to four or may require an adjustment in the beginning and ending time of the regular workday. All such adjustments will be scheduled and approved in advance by the Director. It is also understood that every effort will be made by school administrators to schedule evaluation team meetings and other activities involving Staff at times during the school day to make it possible for Staff to be back at his/her duty station by regular dismissal time.

C. ALTERNATE WORK SCHEDULE

One alternative work schedule shall be available to Staff members as an alternative to the 8:00 a.m. to 4:00 p.m. workday. The alternative work schedule is a forty hour work week, and falls under the requirements of CMLRCC Board Policy and the 2022-2024 CMLRCC Collective Bargaining Agreement.

The alternative work schedule will be as follows:

Monday through Thursday	7:30 a.m. to 4:30 p.m.	30 minute lunch
Friday	7:30 a.m. to11:30 a.m.	lunch after 11:30

Staff members who desire to work the alternative work schedule may request the form from the Director and will continue to work on the 8:00 a.m. to 4:00 p.m. schedule pending approval of the request.

D. FLEXIBLE WORKDAY

If a Staff member needs to extend workdays on a consistent basis to meet student/school needs, that Staff member could, with prior approval of the affected school administrator and the Director, occasionally alter a workday. The altered workday would not necessarily be on a day of the week the Staff member extends his/her hours and would not affect service to students/schools. Nothing in this policy should be construed to imply that any and all "overtime" hours would be compensated for with additional salary or "time off".

ARTICLE 12
TERMINATION OF EMPLOYMENT

A. RIF POLICY

The Board agrees to adopt the following Reduction in Force Policy:

1. Procedure: In the event CMLRCC determines to reduce Staff, the provisions of this policy shall apply. This policy applies to all Staff who are paid off the bargaining salary schedule and are in a non-probationary status.

2. Definitions:

   a. Non-probationary: Status of a Staff member who has been offered his/her fourth consecutive contract.

   b. Probationary: Status of a Staff member who has not been offered a fourth consecutive contract.

   c. Seniority: The number of days of continuous service of the regular work year (excluding summer sessions and extended employment), commencing with the first day of actual service in CMLRCC including authorized leave of absences allowed by the CMLRCC pursuant of policy.

      In determining the list of seniority, a Staff member whose employment has been legally terminated and whose employment is subsequently reinstated without interruption, shall be deemed to be in continuous service.

      In the event that seniority is equal for purposes of layoff, personnel evaluations and advanced training in the field being taught shall determine order of seniority. The Board will make the decision and such decisions shall be final.

3. Seniority Categories:

   a. For the purpose of this policy, seniority shall exist for Staff in the following categories:

      - Resource Teacher(s)
      - School Psychologist(s)
      - Licensed Clinical Professional Counselor(s)
      - Speech Language Pathologist(s)
      - Occupational Therapist(s)

      New positions will constitute a new category until the next contract is bargained.

   b. Seniority lists shall be maintained separately for each of the categories listed in subsection 3a. Each Staff person shall appear on only one seniority list, and cannot "bump" a probationary or non-probationary Staff member in another category. A Staff member's category will be determined by "primary duty" based upon the percentage of time allocated to each category as indicated by the Staff member's current work schedule.

4. Order of Lay Off:

   a. In the event of a Staff reduction, non-probationary Staff shall not be placed on layoff if there is a probationary Staff member employed in the same category as the non-probationary Staff member, provided the non-probationary Staff member is certified/licensed and qualified for the assignment.

   b. If the determined reduction is not accomplished by subsection 4a hereof then the Board may place on layoff non-probationary Staff in order of inverse seniority within the area of seniority category.

5. Recall:

   a. Address for Recall: When placed on layoff, a Staff member shall maintain a current address with CMLRCC.

   b. Order of Recall: No new certified/licensed staff shall be employed in a category by CMLRCC while any Staff is on layoff from that category. The non-probationary Staff on layoff from that category shall be recalled in the inverse order of the order said Staff members were placed on layoff.

   c. Re-employment Rights: Re-employment rights shall automatically cease after one (1) calendar year from June 30th of the school year when the Staff member was last under contract.

d. Loss of Recall Rights: Staff placed on layoff in accordance with this policy shall lose recall rights for any of the following reasons:
   - Staff member voluntarily resigns.
   - Failure to accept re-employment within ten (10) days of receipt of recall notice. If CMLRCC is unable to effectively deliver a registered letter (return receipt requested), then CMLRCC, after five (5) days, shall send notice of recall by certified mail and the ten (10) day period provided herein shall commence running at the time the notice by certified mail is sent.
   - Failure to report for duty within fifteen (15) days after acceptance of recall or on the first day of job assignment, whichever occurs latest.

6. Effect:

Nothing in this Article shall be construed to limit the number of Staff, the establishment and priority of programs, or the right to reduce Staff.

ARTICLE 13 & 13A
GRIEVANCE AND UNIFORM COMPLAINT PROCEDURES

13 GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A grievance may be defined as a claim of violation, misinterpretation, or inequitable application of established terms of this negotiated agreement.

2. An aggrieved person is a person or a group of persons asserting a grievance. The aggrieved person may file a grievance only on the terms of the negotiated agreement.

3. A party in interest is a person or group of persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

4. Grievance arbitration shall be only on the terms of the negotiated agreement and be final and binding upon both parties.

B. PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE:

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

2. In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school term, the aggrieved person and the Board shall mutually reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

3. LEVEL ONE: A Staff member with a grievance shall first discuss it with the Director with the objective of resolving the matter informally within ten (10) school days of the occurrence of the alleged grievance.

4. LEVEL TWO: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) school days after a decision by the Director or within fifteen (15) school days after the grievance was delivered to the Director, whichever is sooner, file by registered letter the grievance with the Management Board.

5. Within ten (10) school days after receiving the grievance the Management Board shall call a meeting with the aggrieved person for the purpose of resolving the grievance. Such resolution shall be in writing.

6. LEVEL THREE: Grievance Arbitration

    a. If the disposition of the grievance is not satisfactory, the grievance may be submitted before an impartial arbitrator. The aggrieved person shall give the Director written notice of his/her intention to submit the issue(s) to arbitration within twenty (20) days of receipt of the Board's decision at Level Two or expiration of the time lines specified in Level Two.

    b. Within ten (10) days after such notice of submission to arbitration, a request for a list of arbitrators may be made to the Board of Personnel Appeals by the Board Chairman and the aggrieved person.

    c. Within five (5) days of receipt of the list each party shall alternately strike names from the list of arbitrators. The name remaining shall be the arbitrator.

d. The arbitrator shall consider the grievance and have all necessary authority to render a full and effective decision that shall be final and binding upon the parties. The arbitrator cannot modify the terms of the agreement.

e. 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.

D. RIGHTS OF STAFF MEMBERS:

No reprisals of any kind shall be taken by the Board or by the Director against any party in interest or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS:

1. Forms for the submission and recording of formal grievances shall be readily available to all Staff members. The decisions and appeals through all levels of the grievance procedure shall be recorded on these forms.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Failure by the appropriate party to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the appropriate party may appeal it to the next level. This shall not negate the obligation of either party to respond in writing at each level of this procedure. Time limits provided herein may be extended by written mutual agreement by the parties at that step.

4. Should a grievant allege the same violation of contract to any outside authority the grievance should be deemed moot.

13A UNIFORM COMPLAINT PROCEDURE

The Board establishes the Uniform Complaint Procedure as a means to address complaints arising within CMLRCC. This Uniform Complaint Procedure is intended to be used for all complaints except those involving challenges to educational material and those governed by a collective bargaining agreement. (See Board Policy 1700 series)

ARTICLE 14
PROFESSIONAL GROWTH AND CONDITIONS OF EMPLOYMENT

A. Staff members can access a hard copy or electronic copy of the CMLRCC Policy Manual through the Business Office.

B. In the policy manual, an evaluation policy and discipline policy will be included. Staff will meet with the Director to agree upon the tools for evaluations and progressive discipline. Evaluation tools will differ from position to position throughout CMLRCC.

C. The salary schedule will not reduce the salary for any Staff member in the system below the salary being paid to the Staff member at the time of the adoption of this schedule.

D. The salary increments in the schedule represent increases that the Staff member who demonstrates professional growth and development commensurate with his/her years of experience and training may expect.

1. New employees will be offered up to 10 years of transferable years of experience with initial placement on the salary schedule at up to Step 10.

2. New employees will qualify for a recruitment and retention bonus. To qualify, new employees must be entering their first contract with the Cooperative. The bonus will total $7,000 to be paid out over three years: $3,000 the first contract year, $2,000 the second contract year and $2,000 the third contract year.

3. The payments will be made in two lump sums per year, one at the beginning of the contract and one mid-year. The director has discretion to decide when the two lump sums will be paid out. The payment will only be paid for years that the employee is employed; if his/her employment ceases, the recruitment/retention bonus will cease. If an employee does not fulfill his/her contract the employee is responsible for paying back any bonus received for that contract year.

E. Training for which credit is granted on the Teacher/Non-specialist salary schedule must be part of a university or college approved, planned program.

1. Master's Program: Upon completion of a master's degree, a Staff member attains further advancement on the salary schedule by taking either graduate or undergraduate courses.

2. Fifth Year Program: Course work is to be approved by the institution that will recommend for the Class 1 certificate.

3. Fifth Year: When another endorsement to the certificate is not desired, but the Staff member wishes to improve his/her teaching at the current instructional level, a letter indicating that the Staff member has been admitted to the fifth year program from the institution is a substitute for that planned program.

4. Recognition of the fifth year on the salary schedule is defined as a planned program mutually agreed upon between the Staff member, the Director, and the college/university.

5. For the purposes of these schedules, a quarter shall consist of fifteen-quarter hours or ten semester hours training in the Staff member's field or Board-approved field and the number of credits will be accepted based on college transcripts.

6. In moving from one preparation column to another, a Staff person will move to the next column and down one step. Column advancement is based on semester credits.

7. Staff who have attained the final step in their perspective column or the final step on the Specialist pay scale shall receive a longevity stipend in the amount of one thousand five hundred dollars ($1,500).

8. Staff may request, in writing, a salary advancement in the amount from two hundred ($200) dollars up to five hundred ($500) dollars in one hundred ($100) increments to be drawn against his/her September paycheck. This written request must be submitted to the payroll office within the first three days of the work year.

9. The Board will reimburse Staff up to one hundred dollars ($100) per year for dues in a professional organization related to their positions. A receipt for the dues/fees paid must be presented for reimbursement.

10. The Board will pay the cost of the staff member's Montana professional license as related to their position.

F. All certified/licensed Staff must obtain the required credits to renew and maintain licensure in the State of Montana for their profession.

G. For the purpose of advancement on the teacher/non specialist salary schedule:

1. One (1) graduate quarter credit shall be considered equivalent to ten (10) Office of Public Instruction (OPI) Recertification Renewal Units or 1.0 (10 hours) American Association of Occupational Therapists Units, or 1.0 (10 hours) American Speech Language and Hearing Association Continuing Education Units or ten (10) Montana Speech and Hearing Association Renewal Units.

2. One (1) graduate semester credit shall be considered the equivalent of fifteen (15) OPI Recertification Renewal Units, 1.5 (15 hours) American Association of Occupational Therapists or 1.5 (15 hours) American Speech Language and Hearing Association Continuing Education Units or fifteen (15) Montana Speech and Hearing Association Renewal Units.

H. CEU's and Renewal Units may be used toward column advancement on the salary schedule scale when the following conditions are met:

1. CEU's and Renewal Units are earned on the Staff member's own time and cost. Credits earned that are paid for by CMLRCC are not eligible for salary schedule movements.

2. Transcripts of CEU's and Renewal Units earned will be provided to the Director on the same timeline as those for college or university transcripts.

3. CEU's and Renewal Units must be approved by OPI, ASHA, MSHA, or AOTA respectively and by the CMLRCC Director.

I. Continuing Education Units and Renewal Units may be used for advancement on the salary schedule to move from BA to BA+30 and from MA to MA +30. A Staff person cannot advance to the master's degree level on CEU's and/or Renewal Units alone. The person must earn a master's degree from a certified college program.

J. On or before the first day of work, the Staff member shall provide written notice of credits earned to the business office. An official transcript must be received in the business office within sixty (60) calendar days after the Staff member begins to perform his/her services.

K. Should the Staff member fail to meet the requirements as set forth in this article, the salary increment for the ensuing year shall be withheld and no further increment shall be given until the requirement has been met.

L. Should the salary increment be withheld for failure to meet the requirements, when the requirements are then met, further progress on the salary schedule shall begin where increments were withheld and continue at the rate of one step per year.

M. Master's degree status, additional training beyond a master's degree and fifth year status will be recognized only if obtained in the candidate's professional field or Board-approved field and if granted by an accredited college or university. The Board will grant a Staff member a hearing if another field is desired.

NOTE: Maximum salary shall be interpreted to mean the last salary step in each preparation column as adopted for CMLRCC.

ARTICLE 15
SEVERANCE PAY

After eight (8) consecutive years in CMLRCC, a Staff member who terminates employment shall be paid a lump sum payment equal to twenty-five percent (25%) day's salary for each day of accumulated sick and/or discretionary leave up to one thousand three hundred twenty (1320) hours. Accumulation of sick leave for this purpose shall be considered from the date July 1, 1973. Payment shall be made by September 1 of the ensuing year. Payment shall be based on the salary at time of termination of employment. In the event of death, after eight (8) years' service but before the time of retirement, this severance allowance shall be paid to the estate of

the Staff person. It is possible to receive the maximum payout of one thousand two hundred (1200) accumulated sick hours plus one hundred twenty (120) current discretionary leave hours for maximum payout of one thousand three hundred twenty (1320) hours for a full time employee.

ARTICLE 16
RETIREMENT/RESIGNATION

A Staff member, who, for any reason, intends to resign or retire, is encouraged to indicate his/her plans in writing to the Board at as early a date in the school year as plans may become firm and the decision to leave CMLRCC is made. Resignations occurring before the end of the school year require a release by the Board and must be considered on an individual basis. Letters of resignation shall be submitted through the Director.

A retirement incentive will be provided for Staff leaving CMLRCC. To qualify for consideration, the retiring employee must have twenty-five years of eligible service, as defined under Teachers Retirement System (TRS) regulations. In addition, the employee must have spent his/her final 12 years (or the equivalent of 12 years for those working less than 1.0 FTE) in the employ of CMLRCC.

A ten thousand dollar ($10,000) retirement benefit will be offered to one (1) Staff member who elects to retire at the conclusion of the school year. A Staff member who qualifies and wishes to apply for this benefit must make his/her intention known to the CMLRCC Board prior to the February board meeting of the retirement year.

LIQUIDATED DAMAGES

A staff member not facing discipline or discharge from the Central Montana Learning Resource Center Cooperative (CMLRCC), Lewistown, Montana will be released from their contract provided the staff member makes payment for liquidated damages to CMLRCC prior to release on the following schedule:

1. The Staff member shall provide a minimum of two (2) weeks (14 calendar days) notice, if the staff member fails to provide a minimum of two (2) weeks advance notice, the staff member's release date (last day of employment-date of separation) will move forward to provide two (2) weeks' notice on the following schedule.

2. A staff member wishing to be released from this contract before June 30th pays no liquidated damages.

3. A Staff member wishing to be released from this contract from June 30, through July 31, will **pay 5%** of base salary as liquidated damages.

4. A Staff member wishing to be released from this contract after August 1st and/or during the school year will **pay 10%** of base salary as liquidated damages.

5. The parties agree that CMLRCC will suffer damages that are impractical or extremely difficult to determine in the event the employee breaches this contract by leaving his or her employment with CMLRCC prior to the conclusion of the term of this contract. The following liquidated damages are intended to reimburse CMLRCC for those impractical or extremely difficult to determine costs.

6. Jurisdiction and enforcement of this provision is through the 9th District Court, Fergus County, Lewistown, Montana, with the staff member being liable for all fees under the above schedule, court costs, interest, reasonable attorney fees of the school district and other actions the court deems appropriate. The court also has jurisdiction to award interest on any amount due and other actions the court deems appropriate.

7. The staff member may use the appeal process for the liquidated damage if they have good cause. This will be determined on a case by case basis. The staff member needs to bring an appeal to the director. If the director feels there is "good cause" the director will bring it to the board and it will be voted on at that time.

If the above conditions have been met, the Board shall accept the resignation of a staff member under contract and shall not attempt to have the teacher's or specialist's certification revoked or suspended.

ARTICLE 17
SUPERVISION STIPEND

Staff members who supervise an intern who is employed by the Cooperative and who is logging hours toward licensure/certification will receive a stipend of $1,500 at the end of the contractual year. For this purpose, "Intern" is defined as those completing a Clinical Fellowship Year (CYA), a Speech Language Pathology Assistant (SLPA), School Psychology Intern, and Certified Occupational Therapy Assistant (COTA). In the event that multiple Staff members are supervising the same intern, the stipend will be split equally among the supervising Staff members. The stipend will be paid only in the event that another agency, such as a university graduate program, is not paying a similar stipend to the Staff member for supervising the intern.

ARTICLE 18
EFFECT OF AGREEMENT

A. This instrument contains all provisions of agreement between the Board and the Staff on bargained matters for agreement under the Laws of Montana.

B. Unless changed by this agreement, previously bargained items shall remain in effect for the duration of this agreement. All provisions of this agreement shall become effective on July 01, 2022, following ratification by a majority of the Staff and approval by the Board and shall continue in effect through June 30, 2024.

C. This agreement constitutes Board policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as board policy.

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

E. All existing CMLRCC policies involving terms and conditions of employment in effect in CMLRCC at the time this agreement becomes effective shall remain in effect for the duration of this agreement.

F. If any existing provision of this agreement or any application of the agreement to any Staff member or group of Staff members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

   Copies of this agreement shall be prepared at the expense of the Board within thirty (30) days after both parties have ratified the agreement.

G. It is further understood that all CMLRCC cost items of this agreement are subject to the receipt of local, state and federal funds by CMLRCC.

CENTRAL MT LEARNING RESOURCE CENTER

Non Specialist/Teacher

STEP	BA	BA+10	BA+20	BA+30 5TH YEAR	MA
0	1.0000	1.0200	1.0400	1.0600	1.1000
1	1.0250	1.0455	1.0660	1.0865	1.1270
2	1.0500	1.0710	1.0920	1.1130	1.1540
3	1.0750	1.0965	1.1180	1.1395	1.1810
4	1.1000	1.1220	1.1440	1.1660	1.2080
5	1.1250	1.1475	1.1700	1.1925	1.2351
6	1.1500	1.1730	1.1960	1.2190	1.2621
7	1.1751	1.1985	1.2220	1.2455	1.2891
8	1.2001	1.2240	1.2480	1.2719	1.3161
9	1.2251	1.2495	1.2740	1.2984	1.3431
10	1.2501	1.2750	1.3000	1.3249	1.3701
11	1.2751	1.3005	1.3260	1.3514	1.3971
12	1.3001	1.3260	1.3520	1.3779	1.4241
13	1.3251	1.3515	1.3779	1.4044	1.4511
14	1.3501	1.3770	1.4039	1.4309	1.4782
15	1.3751	1.4025	1.4299	1.4574	1.5052
16		1.4280	1.4559	1.4839	1.5322
17		1.4535	1.4819	1.5103	1.5592
18		1.4790	1.5079	1.5368	1.5862
19		1.5045	1.5339	1.5633	1.6132
20		1.5300	1.5599	1.5898	1.6402

CENTRAL MT LEARNING RESOURCE CENTER

Non Specialist/Teacher

July 1, 2022 - June 30, 2023

Current 36392

STEP	BA	BA+10	BA+20	BA+30 5TH YEAR	MA	
0	36,392	37,120	37,848	38,576	40,031	
1	37,302	38,048	38,794	39,540	41,014	Special Education Teacher
2	38,212	38,976	39,740	40,504	41,996	SLPA-L
3	39,122	39,904	40,686	41,468	42,980	Behavior specialist
4	40,032	40,832	41,632	42,432	43,963	Adap PE
5	40,942	41,760	42,578	43,396	44,946	
6	41,852	42,688	43,524	44,360	45,929	
7	42,762	43,616	44,470	45,324	46,911	
8	43,672	44,544	45,416	46,288	47,895	
9	44,582	45,472	46,362	47,252	48,878	
10	45,492	46,400	47,308	48,216	49,861	
11	46,402	47,328	48,254	49,180	50,844	
12	47,312	48,256	49,200	50,144	51,827	
13	48,222	49,184	50,146	51,108	52,810	
14	49,132	50,112	51,092	52,072	53,793	
15	50,042	51,040	52,038	53,036	54,776	
16		51,968	52,984	54,000	55,759	
17		52,896	53,930	54,964	56,742	
18			54,876	55,928	57,725	
19			55,822	56,892	58,708	
20				57,856	59,691	

CENTRAL MT LEARNING RESOURCE CENTER
SPECIALIST SALARY

STEP	
0	1.0000
1	1.0000
2	1.0250
3	1.0500
4	1.0750
5	1.1000
6	1.1250
7	1.1500
8	1.1750
9	1.2006
10	1.2269
11	1.2538
12	1.2813
13	1.3094
14	1.3381
15	1.3734
16	1.4094
17	1.4462
18	1.4838
19	1.5223
20	1.5615
21	1.6017

CENTRAL MT LEARNING RESOURCE CENTER
July 1, 2022 - June 30, 2023

Current	52000

STEP		
0	50,000	
1	52,000	
2	53,300	
3	54,600	
4	55,900	
5	57,200	Speech/Language Pathologists
6	58,500	School Psychologists
7	59,800	Occupational Therapist
8	61,100	Licensed Clinical Professional
9	62,433	Counselors (LCPC)
10	63,798	
11	65,195	
12	66,625	
13	68,088	
14	69,583	
15	71,416	
16	73,288	
17	75,202	
18	77,158	
19	79,157	
20	81,200	
21	83,287	

CENTRAL MT LEARNING RESOURCE CENTER
Non Specialist/Teacher

STEP	BA	BA+10	BA+20	BA+30 5TH YEAR	MA
0	1.0000	1.0200	1.0400	1.0600	1.1000
1	1.0250	1.0455	1.0660	1.0865	1.1270
2	1.0500	1.0710	1.0920	1.1130	1.1540
3	1.0750	1.0965	1.1180	1.1395	1.1810
4	1.1000	1.1220	1.1440	1.1660	1.2080
5	1.1250	1.1475	1.1700	1.1925	1.2351
6	1.1500	1.1730	1.1960	1.2190	1.2621
7	1.1751	1.1985	1.2220	1.2455	1.2891
8	1.2001	1.2240	1.2480	1.2719	1.3161
9	1.2251	1.2495	1.2740	1.2984	1.3431
10	1.2501	1.2750	1.3000	1.3249	1.3701
11	1.2751	1.3005	1.3260	1.3514	1.3971
12	1.3001	1.3260	1.3520	1.3779	1.4241
13	1.3251	1.3515	1.3779	1.4044	1.4511
14	1.3501	1.3770	1.4039	1.4309	1.4782
15	1.3751	1.4025	1.4299	1.4574	1.5052
16		1.4280	1.4559	1.4839	1.5322
17		1.4535	1.4819	1.5103	1.5592
18		1.4790	1.5079	1.5368	1.5862
19		1.5045	1.5339	1.5633	1.6132
20		1.5300	1.5599	1.5898	1.6402

CENTRAL MT LEARNING RESOURCE CENTER
Non Specialist/Teacher
July 1, 2023 - June 30, 2024

Current 36938 2%

STEP	BA	BA+10	BA+20	BA+30 5TH YEAR	MA	
0	36,938	37,677	38,416	39,154	40,632	
1	37,861	38,619	39,376	40,133	41,629	Special Education Teacher
2	38,785	39,561	40,336	41,112	42,626	SLPA-L
3	39,709	40,503	41,297	42,090	43,625	Behavior specialist
4	40,633	41,444	42,257	43,069	44,622	Adap PE
5	41,556	42,386	43,217	44,047	45,621	
6	42,480	43,328	44,177	45,026	46,618	
7	43,404	44,270	45,137	46,004	47,615	
8	44,327	45,212	46,098	46,983	48,614	
9	45,251	46,154	47,058	47,961	49,611	
10	46,175	47,096	48,018	48,940	50,609	
11	47,099	48,038	48,978	49,918	51,607	
12	48,022	48,980	49,938	50,897	52,605	
13	48,946	49,922	50,898	51,875	53,602	
14	49,870	50,864	51,859	52,853	54,600	
15	50,793	51,806	52,819	53,832	55,598	
16		52,747	53,779	54,810	56,595	
17		53,689	54,740	55,789	57,593	
18			55,700	56,767	58,591	
19			56,660	57,746	59,588	
20				58,724	60,586	

CENTRAL MONTANA LEARNING RESOURCE CENTER
SPECIALIST SALARY
July 1, 2023 - June 30, 2024

STEP	
0	1.0000
1	1.0250
2	1.0500
3	1.0750
4	1.1000
5	1.1250
6	1.1500
7	1.1750
8	1.2000
9	1.2250
10	1.2500
11	1.2750
12	1.3000
13	1.3250
14	1.3500
15	1.3800
16	1.4100
17	1.4408
18	1.4723
19	1.5045
20	1.5375
21	1.5713

CENTRAL MT LEARNING RESOURCE CENTER
July 1, 2023 - June 30, 2024

Current	55000	
STEP		
0	50000	
1	55,000	
2	56,375	
3	57,750	
4	59,125	
5	60,500	
6	61,875	Speech/Language Pathologists
7	63,250	School Psychologists
8	64,625	Occupational Therapist
9	66,000	Licensed Clinical Professional
10	67,375	Counselors (LCPC)
11	68,750	
12	70,125	
13	71,500	
14	72,875	
15	74,250	
16	75,900	
17	77,550	
18	79,241	
19	80,974	
20	82,747	
21	84,562	

Appendix 2

CENTRAL MONTANA LEARNING RESOURCE CENTER COOPERATIVE
ALTERNATIVE WORK SCHEDULE AGREEMENT

The Collective Bargaining Committee adopted the alternative work schedule as policy beginning with the 2009-2010 school year. The decision to request working on the alternative schedule remains the prerogative of the Staff member.

Staff members who are interested in the alternative work schedule must request the form from the Director. Prior to approval, the Director will consult with administrators in the schools served and determine whether the proposed schedule is in the best interests of the students, schools, and CMLRCC.

The Alternative Work Schedule form must be submitted to the Director prior to the September board meeting.

Name: _____

Schools Served:

_____

_____

_____

I understand the alternative work schedule is a forty (40) hour workweek, and falls under the requirements of CMLRCC Board Policy and the 2022-2024 CMLRCC Collective Bargaining Agreement.

The schedule will be as follows:

Monday through Thursday	7:30 a.m. to 4:30 p.m.	30 minute lunch
Friday	7:30 a.m. to 11:30 p.m.	

I also understand that, after the Director has approved my request and I choose to work on the alternative schedule, I will be required to remain on the schedule for the duration of the 2022-2024 school years.

_____ _____

Staff Member's Signature Date

☐ Approved ☐ Not Approved

_____ _____

Director's Signature