

# MASTER AGREEMENT

*between*

BOARD OF TRUSTEES  
DARBY SCHOOL DISTRICT No. 9

*and*

DARBY FEDERATION OF TEACHERS  
MFPE



July 1, 2021- June 30, 2023

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**MASTER AGREEMENT**  
**DARBY SCHOOL DISTRICT NO. 9**  
*and*  
**DARBY FEDERATION OF TEACHERS**

**ARTICLE 1 - PURPOSE**

This Agreement is entered into between School District No. 9, Darby Montana (hereinafter referred to as the District) and the Darby Federation of Teachers, MFPE, NEA, AFT, AFL-CIO (hereinafter referred to as the Federation) pursuant to and in compliance with the Montana Public Employee 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 with respect to wages, hours, fringe benefits and other conditions of employment.

**ARTICLE 2 - RECOGNITION**

- A. Recognition: In accordance with the Act, the District recognizes the Darby Federation of Teachers, MFPE, as the exclusive representative of the teachers employed by the District. The Federation shall have those rights and duties as prescribed by the Act, or as described in this Agreement.
- B. The Appropriate Unit: The Exclusive Representative shall represent members of the appropriate unit which shall consist of all teachers of the District who are certified in Class 1, 2, 4, 5, or 6 as provided in Section 20-4-106, MCA, and whose position calls for or requires such certification and/or license, or those positions that have heretofore been included in the appropriate unit, but shall exclude the following: superintendent, principals, and supervisors as defined in Section 39-31-103, MCA, and all other employees.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- A. Inherent Managerial Rights: The Federation recognizes that the Board has the right to manage and conduct the operation of the District within its legal limitations and powers. The exercise of the foregoing powers and duties of the Board, the adoption of policies, rules and regulations and furtherance therewith shall be limited only by the specific and express terms of this Agreement and applicable laws of the State of Montana and the United States of America.
- B. Effects 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 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 that are not inconsistent with the terms of the Agreement. The parties further recognize that the 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 governmental agencies. Any provisions of this Agreement

found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without effect. The balance of the contract shall remain in force and effect for the duration of the contract.

- C. Termination of Nontenured Teachers: Nothing in this Agreement shall be used as a restriction on or prerequisite for the District's right to terminate nontenured teachers for any or no cause.

#### **ARTICLE 4 - SEVERABILITY**

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provisions under any circumstances is held invalid by a court of competent jurisdiction, it shall not affect any other provision of this Agreement or the application of any provisions thereof. In the event that any of the contract's provisions are declared invalid by a court of competent jurisdiction, the parties shall meet as soon as reasonably possible to negotiate a substitute provision.

#### **ARTICLE 5 - ABSENCES**

- A. Discretionary Leave: Teachers shall be credited with fourteen (14) days of discretionary leave at the beginning of each contract year. Leave days may be taken for any purpose, although leaves for reasons other than to do with illness or disability of the teacher or a member of the teacher's immediate family require advance permission, and cannot exceed five (5) consecutive work days. After a teacher has exhausted the fourteen (14) days of leave credited for a contract year, the teacher must use accumulated leave for any additional leave that is approved by the Administration. Leave will only be approved for sick days. Leave without pay is not available for teachers who have accumulated leave available to them. Teachers may accumulate 90 days for the term of this contract, and will be compensated for excess days at the rate of Seventy Five Dollars (\$75.00) per excess day upon application at the end of the contract year.
- B. A teacher using discretionary leave for illness or disability of the teacher or member of the teacher's immediate family will follow the procedure set out in this Article. Sick leave shall be granted for illness or disability of the employee or a member of the employee's immediate family (defined as the employee's spouse, child, sibling, parent on either side, grandparent or other household member), or quarantine.
  - 1. Teachers using sick leave will notify the building Principal or his/her designee no later than 7:00 am for a day's absence. In all circumstances as soon as the employee determines that he or she must be absent the employee will use the district's online program to enter their absence. In the event a teacher fails to enter an absence in the automated system the salary of any substitute shall be deducted from the salary of said teacher.
  - 2. Sick leave may be extended by the Board upon recommendation of the Superintendent for catastrophic illness.
  - 3. If a teacher is absent less than one-hour, no deduction shall be made.

4. If a teacher has a pre-scheduled medical or dental appointment, the building Principal or his/her designee shall be notified of such intent to be absent by the teacher no later than 3:30 p.m. of the day previous to the appointment, but in all circumstances as soon as the employee learns the date and time of the appointment.
  5. Teachers shall use their planning periods for instructional purposes. During such periods teachers shall not have to cover for a sick or absent teacher, nor shall a teacher have to accept a sick or absent teacher's students into his/her classrooms unless by mutual consent between the teachers involved or in the event the health or safety of the students is at risk, or in cases of an emergency.
  6. The District shall have the right to require a doctor's statement substantiating any sick leave taken by an employee if there is suspicion of abuse of Section B of this clause.
  7. Sick Bank – For the first ten years of employment, at the beginning of each school year each teacher may voluntarily contribute two days of his/her accumulated sick leave to a common bank administered by the Darby Federation of Teachers in cooperation with the administration. The Federation and the Administration has developed a protocol for the use of the sick bank and distribute that protocol to all teachers
- C. Bereavement Leave: Employees may use five days each year without loss of pay for bereavement involving the death of an immediate family member per B., above. Two days per year of accumulated sick leave credits may be used for bereavement involving members of an extended family.
- D. Long Term Leave: Employees may apply for additional lengths of leave.
- E. Professional Leave:
1. Each teacher shall be granted full salary when attending professional meetings for growth or endorsement.
  2. Professional Leave shall require the Superintendent's authorization in writing. Reimbursements shall be made only by receipt and shall include mileage per statute, the actual cost of lodging not to exceed the federal rate or the current state rate whichever is greater (MCA 2-18-501) per day, and meals if the teacher is required to stay overnight as follows:  
  
Breakfast = \$8.00      Lunch = \$10.00      Dinner = \$15.00  
  
The employee will pay for all meals while on professional leave, and then be reimbursed up to the approved amounts above upon submission of receipts. Upon request by an employee, the District shall assess if a grant authorizes and provides sufficient funds to reimburse an employee for the actual cost of lodging, and if so, the employee shall be so reimbursed.

F. Leave of Absence:

1. Tenured teachers shall be entitled to apply for a leave of absence, which shall be granted in the sole discretion of the Board of Trustees. The leave would only be considered for the purpose of additional training, travel, teaching, or other activity which would result in benefiting the teacher and Darby School District #9. The deadline for applying for this leave shall be March 1 of the school year prior to the leave. This leave shall be taken for no more than one full academic year. Leave may be taken for less than an academic year. Up to one year of leave accumulated is allowed any one teacher. Determination of such a leave shall follow the procedure of Section 3 of this clause.
2. During one school year, there shall be no more than one teacher in grades K-6 and nor more than one teacher in grades 7-12 taking leave. This section may be waived by the Board if it deems it appropriate to grant long-term emergency leave.
3. If more than one candidate in areas designated in Section 2 applies, selection of the final candidates shall be based on the need of the District and the teachers' time of service in the Darby System. A committee to select the final candidate for leave of absence shall be established, consisting of two teachers, two board members, and the Superintendent. The Superintendent shall act as chairperson and vote only in case of a tie vote.
4. The teacher shall not lose tenure, position on the salary schedule, or any other accrued rights while on a leave of absence.
5. The teacher taking the leave may return to the District the year following the leave, if they notify the Board of Trustees of this intent by March 1 of the year in which they are on leave.
6. The teacher taking the leave shall receive no compensation or benefits from the District.
7. Insurance application: A teacher on leave pursuant to this Article is eligible to continue to participate in the group insurance program if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the District the monthly premium in advance.

- G. Public Service Leave: Each teacher has the right, if the teacher so chooses, to become a candidate for public office and to serve in such elective office. Upon application, leave of absence, without pay, in order to run for or serve in public office, shall be granted. Upon return from public service leave, the teacher shall be restored to his/her former contract status. A written intention of desire to apply for public-service leave shall be submitted to the Superintendent at least six weeks prior to the onset of this leave. The expected date of return shall be indicated in writing on this notice, subject to change upon final results of the election. This leave shall not be applicable for more than four complete consecutive school years.

- H. Family and Medical Leave: The provisions of the Family and Medical Leave Act shall apply when an employee is absent due to a condition which qualifies under the Act, and an employee's accumulated sick leave credits will be used when such leave qualifies as sick leave.

## **ARTICLE 6 - MEETINGS**

- A. Extra Meetings: Mandatory meetings held outside of the regular school day shall be limited to emergencies and to handle matters which cannot reasonably be handled during the regular work day. If such a meeting is for professional growth, it will then be considered as professional leave and financed accordingly.
- B. Meet and Confer: Upon mutual consent, representatives of the District and representatives of the Federation shall meet and confer concerning matters of concern to the parties, if such matters are not covered by this Agreement.
- C. PIR Committee: A PIR Committee shall be established consisting of a representative from each the Elementary, Junior High and High School chosen by the Union, to propose suitable topics for PIR days and submit the proposals to the administration.

## **ARTICLE 7 - FRINGE BENEFITS**

- A. Insurance:
1. The District will contribute for each employee normally scheduled to work over 28.88 hours per week, up to \$660 per month (for each employee normally scheduled to work between 19.25 hours and 28.87 hours will be prorated to 75% of the amount), into a cafeteria plan, which amount will be distributed in accordance with irrevocable written instructions each participant delivers to the District Clerk at the beginning of the plan year, to a health insurance plan as mutually selected by the parties, reimbursement for medical expenses, and/or dependent care. Changes may only be made prior to subsequent plan years and in the event of qualifying changes in family status events.
  2. A qualified employee who is already covered by his or her spouse's insurance program may, by written notification to the District Clerk, decline to participate in the health insurance program only if the Clerk anticipates that an adequate number of the eligible employees will remain in the health insurance group and if the Darby Federation of Teachers has notified the District Clerk of its decision to allow the employee to decline participation. If participation falls below the minimum required number of participants, employees who opted not to participate after September 15, will be re-enrolled on a last out, first in basis at the next enrollment opportunity, until the participation rate reaches the number necessary to ensure the current group premium status. If a staff member is permitted to decline health insurance and the staff member is covered by a spouse's high deductible plan, the District agrees to

put an amount equal to 75% of the monthly premium for that staff member into a qualified Health Savings Account on behalf of the employee. Those employees who qualify for this payment beginning with the 2017-2018 contract year will be the last group of employees to whom this benefit shall inure. Beginning with the 2017-2018 school year, all new employees or employees who decline participation in the District's health plan shall not be provided the Health Savings Account benefit.

3. Should any competent jurisdiction inform the District that this agreement is in violation of any law or regulation, or that the tax free status of insurance premium contributions is in jeopardy, or that this agreement constitutes an "employee sponsored plan", the cash out option will be immediately terminated and the parties will promptly negotiate a replacement provision.
4. The health insurance plan shall be selected by the District Insurance Committee, which shall be composed of the Superintendent, a single representative each as selected by the non-organized staff, the Certified staff, and the Classified Staff. Decisions of the Committee cannot be implemented without affirmative votes by the Superintendent and representatives from the Certified and Classified staffs.

B. **Severance Pay:** A teacher who is retiring from the District and commits to retiring within their last year of service and has completed all of their contractual obligations shall have the ability to choose severance pay for Option 1, 2 or 3 with TRS. The District will pay the employer cost for Option 1 or Option 2, whichever the employee selects. The severance pay will amount to a maximum of 59 days of sick leave credits which the teacher had at the time of separation. The rate shall be determined by averaging the individual employee's daily rate of pay over the previous three years of employment and will be paid by July 10 of the year of retirement.

C. **Retirement Incentive:**

1. **Incentive:** On about February 15 each year, the District shall post the Board's decision about offering an incentive. If a plan is offered, the details of the plan shall also be posted. Staff interested in taking the incentive can apply in writing with seniority being the determining factor if more people apply than incentives are offered.

D. **Driving:**

1. **Use of personal vehicle:** An employee may use his or her personal vehicle when the District's vehicles are not available, or with prior approval of the Administration, in which case reimbursement shall be in accordance with 2-18-503, MCA.

E. **Lunch Time Supervision:** Teachers may supervise the lunchroom and the District will compensate the lunchroom supervisor the value of an adult meal on their lunch account. The union has the option to develop the lunchroom supervision schedule, or the administration will at their request.

F. **Preparation Time:** Each full-time teacher shall have at least two hundred twenty five (225) minutes preparation time per week. Exclusive of before and after the student day.



During preparation time, the teacher shall not be assigned students to supervise. Even though engaged in preparation, however, teachers remain obligated to involve themselves in school situations as the need arises. Part-time teachers shall have preparation time on a prorated basis, e.g., a .5 FTE teacher shall have one hundred twelve point five (112.5) minutes preparation time per week. Exclusive of before and after the student day. All teachers shall be at the school and on the job during their preparation time. Part-time teachers shall, in return for the granting of preparation time, perform pro-rate all teacher duties, including but not limited to class sponsorship, teachers' meetings, class meetings, and activity sponsorship.

- G. Playground Supervision: Playground supervision will be assigned by the Principal.
- H. Unassigned teachers may leave the grounds after properly notifying the office.
- I. Union Dues Checkoff: Teachers shall authorize, individually and voluntarily, the clerk to pay dues for professional organization membership which shall be deducted from the teacher's paycheck on a monthly basis

The Federation indemnifies and shall hold harmless the District from any suit alleging a violation of an employee's rights under the execution of this Section. Such indemnification shall include any fees, fines, reimbursements, damages and punitive damages, charges and reasonable attorney fees paid by the District in its defense.

- J. Pay Day: Each teacher shall receive their salary in twelve equal monthly installments. The first check will be issued in August, and teachers will receive a paycheck each month through July. Pay day shall be on the twentieth of each month. If the twentieth is on a Saturday, Sunday, or any State or Federal holiday, the teacher's check will be issued the last weekday preceding the twentieth.
- K. Part-time Teachers: Part-time teachers shall receive fringe benefits on a prorated basis.

## **ARTICLE 8 - BASIC COMPENSATION**

- A. Current Rates of Pay: The wages attached hereto shall be in effect only for the specified school years.
- B. Placement on the Salary Schedule:
  - 1. Initial Placement:
    - a. Experience: A newly hired teacher will be placed on an experience step on the salary schedule that recognizes up to seven years of other school systems recognized by the Montana Office of Public Instruction.
    - b. Education: A newly hired teacher will be placed on an educational lane that reflects the highest degree obtained at the time of initial employment plus credits earned after obtaining a teaching certificate. Applicable credits beyond those needed for a particular lane placement remain available for use for a lane change in the second year of employment only, after which they

shall not be recognized.

2. Movement:

- a. Experience: A teacher who actually works for at least 1050 contracted hours in any school year will advance one experience step, and no employee will advance more than two experience steps in any single year.
  - b. Education: To be recognized, credits must be:
    - (1) Earned after obtaining a teaching certificate; and
    - (2) In compliance with the rules prescribed by the Certification Department of the Montana Office of Public Instruction; and
    - (3) Only once for courses with the same number and title; and
    - (4) Only when the employee has by May 15 in the year prior to the year the movement will take place, issued to the Superintendent a written notice of the details of the intended movement.
    - (5) Teachers may advance only one (and two effective 2021-2022 only and those that have already started the two step process prior to this CBA) educational lane changes per year. If a M.A. is acquired without the equal credits to move to the BA+60 column, they will still be moved there, then in the succeeding year, moved to the MA column
    - (6) Accelerated Master's Program: Beginning in the 2021-2022 Contract up to two teachers per year may move directly on the salary matrix to the MA column upon achieving their Master's Degree. This degree and movement placement is contingent upon fulfilling both the academic requirements and Section B, 3 (Advanced Degree Program). Written Notice or intent to move shall be given by the May 15 in the year prior to application on the salary matrix.
  - c. Effective Date: Individual contracts will be modified to reflect qualified educational lane changes once each year effective at the beginning of the school year, providing a transcript of qualified credits is submitted to the Superintendent's office no later than October 1 of each year. If a transcript is not available by October 1, other satisfactory evidence of successful completion of the course will be accepted, pending receipt of the official transcript. Credit proof submitted after October 1 shall not be considered until the following school year. However, any pay adjustment shall not be made until the official transcript is received. The following formula shall be used in converting semester credits to quarter credits:  $\text{Semester credits} \times 1.5 = \text{Quarter credits}$ .
3. Advanced Degree Program: A teacher shall be paid on the masters degree educational lane or higher educational lane only if the degree program is approved in writing by the Superintendent and the teacher involved. Said written approval shall also contain a brief description of the degree program to be pursued.

- C. Pay Deductions: Whenever pay deduction is made for a teacher's absence, the annual salary divided by , or that number set down by the legislature, shall be deducted for each day's or one-half day's absence. If pay deduction involved is a P.I.R. day, such deduction shall be made at final payment, provided said day or days or one-half days are not made up. Duty days shall include P.I. and P.I.R. days.
- D. Working Days: The time the student day commences may vary according to the needs of the education program(s) of the District. The scheduling of school hours shall be designated by the Board of Trustees. Regardless of the time the student day commences, the working year for teachers shall equal 187 days with a minimum of 7 days to be P.I.R. days.
- E. P.I.R. Substitution: Teachers K-12 may substitute the final P.I.R. day on the preceding Saturday. The alternate P.I.R. day is allowable only with the Principal's approval and documentation. Teachers who are assigned by the District to attend conferences relative to their assignment may substitute for optional P.I.R. day(s) with the approval of the District.
- F. Teaching Assignments: Tentative teaching and extracurricular assignments shall be made no later than ten days prior to the end of the school year. Teachers shall be notified of subjects and grade levels concerning their tentative programs for the ensuing year.
- G. School Calendar: The district administration team will recommend a calendar for approval by the Darby School Board on or before the regular March Board Meeting.
- H. Career Increments:
1. Beginning the 16th year of service in the District, a teacher who has been 'frozen' for two school years shall be entitled to the following career increments: \$775 on the BA+60 column, \$950 on the MA column, and \$1175 on the MA+15 column.
  2. After receiving the career increment established in (1), above, for two school years, beginning on the third year the amounts shall be doubled.
  3. Career increments are applicable only to teachers who have achieved at least a BA + 60 or higher column and shall not be retroactive.
  4. Career increments shall not be awarded or continue to be paid if the teacher is awarded a step and/or lane movement, until the teacher qualifies or re-qualifies under 1, above.
- I. Part-time Teachers: Part-time teachers shall receive compensation on a pro rata basis for all pupil instruction days worked, and shall receive full compensation for all P.I.R. days worked.
- J. Adjunct teacher- An adjunct Teacher is someone who is hired by a school to teach but isn't a full member of the faculty. Adjunct teachers will be hired based on their education, experience and need by period per semester on an incremental basis. Adjunct positions are temporary, not used to take full-time employment from current full-time employees.
- K. Years of Credit: Teachers who work less than 1050 hours of the school year shall receive credit for experience on the salary schedule in relation to their FTE.

- L. **Lead Teachers:** Should the Board initiate such a program, tenured teachers in the District shall have the opportunity to apply for positions in the Lead Teacher Program. The superintendent can appoint non-tenured teachers as Lead Teachers as deemed necessary. Lead Teachers shall guide new teachers in the District to encourage rapid growth and develop a quality teaching staff. Lead Teachers shall be selected by the building Principal and the Superintendent. A mentor guide will be provided to both the lead teacher and the mentee. All of the steps in the guide must be completed in a timely manner. The building principal and/or superintendent will verify progress at each quarter. Upon completion of the Lead teacher guide, the Lead teachers shall be compensated at the rate of \$250.00 per semester Or (\$500/year). Teachers who split the Lead teacher duties will be compensated a partial rate based on their responsibilities and completion of the Lead teacher guide.
- M. **Supervision of Another's Class:** A teacher who during his or her preparation period supervises another teacher's class shall be paid \$10.00 per period for a maximum of two such occasions per week, when pre-approved by the principal.
- N. **SPED stipend:** Special education teachers shall receive a stipend up to \$1500.00 per each 1.0 FTE special education caseload. Special education teachers with less than 1.0 FTE special education caseload shall receive a scaled increment to the original stipend as designated by the superintendent.

## **ARTICLE 9 - EXTRACURRICULAR ASSIGNMENTS**

- A. **Contract:** Faculty members who assume extracurricular duties will be provided with an annual contract for such duties in conformity with the Master Agreement.
- B. **Extra-curricular Pay Schedule:** Extra-curricular pay schedule applies to services outside or beyond the regular school day.

## **ARTICLE 10 - GRIEVANCE PROCEDURES**

- A. **"Grievance" Definition:** A grievance shall mean a complaint by an employee that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. However, when the issue is an alleged violation of a statute or regulation which provides a complaint procedure, it is that procedure which will be used instead of this grievance procedure.
- B. **"Employee" Definition:** As read in this Article, the term "employee" shall mean an individual teacher, a group of employees having the same grievance, or the Darby Federation of Teachers.
- C. **Time Limitation and Waiver:** Grievance shall not be valid for consideration unless the grievance is submitted in writing to the building administrator, setting forth the facts and the specific provision of the Agreement allegedly violated, and the particular relief sought not

later than 20 school days after the date of the event giving rise to the grievance. 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. Should the District fail to respond within the appropriate time limit, the employee or Federation may advance the grievance to the next step in accordance with the appropriate time limits.

D. 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 arbitration.

E. Procedure:

Step 1: An employee and the Federation grievance committee Chair (if the employee so desires) shall first discuss the problem with the building administrator.

Step 2: If the matter remains unresolved after the discussion with the building administrator, the employee will submit the grievance in writing to the Superintendent, no later than 20 days after the date of the event giving rise to the grievance. The Superintendent may request a meeting with the employee and the Grievance Committee Chair prior to making his or her decision, but in any event, the Superintendent will not later than 15 school days after receipt of the grievance, render a decision in writing to the employee and the Federation.

Step 3: In the event a grievance shall not have been settled under step 2, the employee, with the assistance of the Grievance Committee Chair, shall submit the grievance to the District Clerk in writing not later than five school days from receipt of the Superintendent's response. The Clerk shall present the grievance to the Board Chair, who will schedule the grievance for the next regular meeting or call a special meeting. The employee will be notified of the Board's decision not later than ten days after the decision.

Step 4: In the event a grievance shall not have been settled under the procedure above, the Federation may proceed directly to arbitration, which shall be binding on both parties. Notice of intention to request submission to arbitration must be sent in writing from the Federation's representative to the District Clerk not later than five school days after receiving the decision of the Board.

F. List: The Board of Personnel Appeals shall, consistent with their policies and procedures, submit to the union and the Board a list of seven qualified, disinterested persons. Not later than ten school days from receipt of the list the parties shall select an arbitrator by each party alternately striking three names and the remaining name is the arbitrator. The party shall immediately notify the Board of Personnel Appeals of the name of the arbitrator and request him to immediately establish dates and places of hearing.

G. Expenses: 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. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs of the transcript. If both parties request transcripts, they share equally the cost.

- H. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through and statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of the arbitrator.

## **ARTICLE 11 - PROMOTIONS, VACANCIES, TRANSFERS, NEW POSITIONS**

Whenever the District decides to permanently fill a vacancy in the bargaining unit by other than an involuntary transfer or recall, notice of such vacancy shall be posted in the office of each school. The District shall review applications from bargaining unit members before any other.

- A. Voluntary Transfers: Each member of the teacher's bargaining unit who applies for an open position within the unit shall be considered for the opening. In the event such an applicant is not assigned to the open position, the District shall notify the applicant in writing of the reasons for the decision. When transfers within the District are determined, information regarding such transfers shall be posted on staff bulletin boards with sufficient detail on job description to allow qualified persons to volunteer for these changes.
- B. Involuntary Transfers: The District reserves the right to transfer teachers to other positions within the District. Prior to making such a transfer, the teacher(s) affected will be consulted and reasons shall be given for the transfer. The affected teacher(s) may request a meeting with the building administrator and superintendent. In situations where it is warranted volunteers may be sought.

## **ARTICLE 12 - TEACHER RIGHTS**

- A. Personnel Records: All official personnel records relating to teachers covered by this Agreement shall be located in the District Administration Office.
- B. Copies: Teachers shall be provided copies of all material of a derogatory nature which is placed in the teacher's file. Teachers will be required to sign such material as an indication that they have received the document. Teachers shall have the opportunity to place a written response to derogatory material placed in their file.
- C. Access: Upon request teachers shall be given access to all contents except confidential letters of recommendation contained in their personnel file.

- D. Appearances: Whenever a teacher is required to appear before the Board or its agents for an investigatory meeting and then when the teacher believes the information may be used against him or her, the employee will be notified in advance of the reason for the meeting and he or she may, in accordance with *Weingarten* and its progeny, exercise the right to have a representative present.
- E. Academic Freedom: Academic freedom is essential to the fulfillment of the education purposes of Darby Public Schools. When a teacher takes the following into account, the teacher has the right to protections from censorship:
1. The issue involved should pertain to the subject being taught and the course objectives. The nature of the instruction and the teaching methods used should be adapted to the developmental level of the students.
  2. Differing points of view should be considered.
  3. Opportunity should be provided for the development of critical thinking and the ability to distinguish between fact and opinion.
  4. The legitimacy of honest differences of opinion among individuals looking at the same evidence should be established.
  5. One's right to change his/her opinion should be respected.
  6. Pupils should be encouraged to withhold judgement until thorough study has been completed.
  7. Emphasis should be placed on the right and necessity of forming independent judgments based on reasoning and the full use of all available information.
  8. Teachers must approach issues in an impartial and unprejudiced manner and must refrain from using their classroom position to promote their own or any partisan view.

B. Darby Public Schools recognizes that students learn differently and that each teacher is encouraged to learn a variety of teaching styles and methodologies to more effectively serve the instructional needs of students with different learning styles.

### **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

- A. Discipline: Tenured teachers shall be disciplined only with just cause. Nontenured teachers shall be disciplined only when the District has reasonable cause and the decision of the Board of Trustees shall be final.
- B. Dismissal Under Contract: Teachers shall be dismissed only with just cause.
- C. Termination (nonrenewal): Tenured teachers will be terminated only with just cause. Nothing in this Agreement shall be used as a restriction on or a prerequisite for the District's right to terminate a nontenured teacher for any or no cause, it being understood that the first three years of employment constitutes a probationary period during which a nontenured teacher may be terminated at the discretion of the District.

### **ARTICLE 14 - TEACHER EVALUATION**

- A. Evaluation Report: At least once each year, after observing a teacher's or coach's performance, the evaluator will present an evaluation report to the teacher or coach, and the parties will discuss the evaluation. The teacher or coach may issue a written response to the evaluation, which will be filed in the employee's personnel file together with the evaluation. The Certified evaluation report may be revised or selected every three years by the District Evaluation Report Committee. This committee shall be composed of equal members between the elementary, junior high and high school certified employees and Darby Public Schools Administration. Decisions cannot be implemented without affirmative votes from all members of the committee.
- B. Complaints: Any complaint made to an administrator by a parent, student, or other person which may be used to evaluate a teacher, shall be called to the attention of the teacher. The teacher shall be provided an opportunity to respond to such complaints.

#### **ARTICLE 15 - SENIORITY, LAYOFF AND RECALL**

- A. Seniority: Seniority shall mean the total number of days on which a teacher has worked or been on a leave with pay status since the last date of hire with the District, including extra days but excluding extracurricular assignments. On or about December 1 of each year, the District will post a seniority roster which shall state for each tenured teacher the last hire date, the total amount of seniority, and the tenured teacher's endorsements. An employee may use the contractual grievance procedure to appeal any such information. Absent an appeal, the data will be deemed valid from that point forward and on all subsequent postings unless modified by mutual agreement of the District and the Association.
- B. Layoff: When the Board of Trustees determines the need for a reduction in the actual number of teaching positions, and after attrition and any reassignments the District may make, the District shall first reduce the number of nontenured teachers. A nontenured teacher may be bypassed in the event he/she is the sole possessor of the qualifications necessary for a remaining position. Should it become necessary to lay off one or more tenured teachers, the District shall lay off the least senior tenured teacher, unless such teacher is the sole possessor of the qualifications necessary for a remaining position.
- C. Recall: Tenured teachers shall be placed on layoff status for one calendar year from the date of layoff, during which time they shall be recalled to any open position the District intends to fill by other than transfer, and for which the laid off tenured teacher is qualified, in reverse order of layoff. The District shall recall a tenured teacher via return receipt mail addressed to the last known address, and the teacher shall accept the recall within ten calendar days of the posting of such notice. The teacher shall have 20 working days to return to work from the posting of the notice. Upon returning to work, the teacher will have restored his/her previously unused sick leave credits. A failure to comply with these requirements shall be deemed a resignation, except that if the recall is to a position which is at least one hour per day less than the teacher's last held position, the teacher may opt to remain on layoff status.



## ARTICLE 16 - DURATION


- A. **Term and Reopening:** This Agreement shall become effective on July 1, 2021 or upon final ratification, whichever comes later, and shall remain in effect through June 30, 2023. Should either party wish to negotiate a successor agreement, it shall in writing notify the other of its intent to negotiate not later than January 15 in the year the Agreement is scheduled to expire. The parties will promptly meet to negotiate over the effect of a significant change to a mandatory subject of bargaining, issued or made necessary as a result of the actions of the State or Federal government.
- B. **Full Agreement:** This Agreement constitutes a full and complete agreement between the District and the Federation representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreement practices, school policies, rules or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of the Agreement. Nothing in this Agreement shall be construed to prohibit the District from exercising all managerial rights and prerogatives defined in the Agreement, except insofar as such exercise would be in express violation of any term or terms of this Agreement.
- C. **Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except as provided for in the Severability Article of the Agreement, or unless mutually agreed upon by the Board and DFT.

*Executed this* 11 *day of* MAY, 2021

FOR: BOARD OF TRUSTEES,  
DARBY SCHOOL DISTRICT No. 9

FOR: DARBY FEDERATION OF  
TEACHERS, MEA/MFT

Date ratified: MAY 11, 2021

  
Board Chair

  
Clerk of the Board

Date ratified: MAY 11, 2021

  
Unit President

  
Unit Secretary

## APPENDIX A - SALARY SCHEDULE

YEAR: 2021 - 2022

BASE: \$ 32,456

	BA	BA + 15	BA + 30	BA + 45	BA + 60	MA	MA + 15
<b>0</b>	\$34,595	\$35,659	\$36,756	\$37,892	\$39,065	\$40,275	\$41,523
<b>1</b>	\$34,595	\$35,659	\$36,756	\$37,892	\$39,065	\$40,275	\$41,523
<b>2</b>	\$34,595	\$35,659	\$36,756	\$37,892	\$39,065	\$40,275	\$41,523
<b>3</b>	\$35,659	\$36,756	\$37,892	\$39,065	\$40,275	\$41,526	\$42,817
<b>4</b>	\$36,756	\$37,892	\$39,065	\$40,275	\$41,526	\$42,820	\$44,155
<b>5</b>	\$37,892	\$39,065	\$40,275	\$41,526	\$42,820	\$44,155	\$45,534
<b>6</b>	\$39,065	\$40,275	\$41,526	\$42,820	\$44,155	\$45,534	\$46,959
<b>7</b>	\$40,275	\$41,526	\$42,820	\$44,155	\$45,534	\$46,959	\$48,431
<b>8</b>	\$41,526	\$42,820	\$44,155	\$45,534	\$46,959	\$48,431	\$49,952
<b>9</b>		\$44,155	\$45,534	\$46,959	\$48,431	\$49,952	\$51,521
<b>10</b>			\$46,959	\$48,431	\$49,952	\$51,521	\$53,146
<b>11</b>				\$49,952	\$51,521	\$53,146	\$54,822
<b>12</b>				\$51,521	\$53,146	\$54,822	\$56,551
<b>13</b>					\$54,822	\$56,551	\$58,339
<b>14</b>					\$56,551	\$58,339	\$60,187
<b>15</b>						\$60,187	\$62,096
<b>16</b>						\$62,096	\$64,070
<b>17</b>							\$66,104

## APPENDIX A - SALARY SCHEDULE

YEAR: 2022 - 2023

BASE: \$ 34,078

	BA	BA + 15	BA + 30	BA + 45	BA + 60	MA	MA + 15
0	\$36,325	\$37,442	\$38,594	\$39,787	\$41,019	\$42,289	\$43,599
1	\$36,325	\$37,442	\$38,594	\$39,787	\$41,019	\$42,289	\$43,599
2	\$36,325	\$37,442	\$38,594	\$39,787	\$41,019	\$42,289	\$43,599
3	\$37,442	\$38,594	\$39,787	\$41,019	\$42,289	\$43,603	\$44,958
4	\$38,594	\$39,787	\$41,019	\$42,289	\$43,603	\$44,961	\$46,362
5	\$39,787	\$41,019	\$42,289	\$43,603	\$44,961	\$46,362	\$47,811
6	\$41,019	\$42,289	\$43,603	\$44,961	\$46,362	\$47,811	\$49,307
7	\$42,289	\$43,603	\$44,961	\$46,362	\$47,811	\$49,307	\$50,853
8	\$43,603	\$44,961	\$46,362	\$47,811	\$49,307	\$50,853	\$52,449
9		\$46,362	\$47,811	\$49,307	\$50,853	\$52,449	\$54,097
10			\$49,307	\$50,853	\$52,449	\$54,097	\$55,803
11				\$52,449	\$54,097	\$55,803	\$57,563
12				\$54,097	\$55,803	\$57,563	\$59,378
13					\$57,563	\$59,378	\$61,256
14					\$59,378	\$61,256	\$63,196
15						\$63,196	\$65,201
16						\$65,201	\$67,273
17							\$69,409

## APPENDIX B - EXTRACURRICULAR SALARY SCHEDULE

### 2021-2023 SCHOOL YEAR

STEP	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
0	3356	2415	1610	2443	1168	5295	403	267	318
1	3490	2518	1713	2580	1269	5432	457	304	318
2	3627	2619	1814	2717	1305	5568	512	336	318
3	3762	2722	1915	2851	1371	5705	567	370	318
4	3899	2823	2019	2988	1441	5840	621	404	318
5	4034	2926	2120	3123	1509	5975	708	439	318
6	4169	3028	2221	3259	1577	6111	729	472	318
7	4306	3128	2322	3396	1643	6247	784	506	318

A = High School Head Coach, Speech & Debate Advisor

B = High School Assistant Coach, Cheerleading Advisor

C = Junior High Head Coach

D = Pep Band Director

E = Junior High Assistant Coach, Yearbook Advisor, Concessions Manager, Drama Advisor (per production), Travel Club Advisor

F = Athletic Director, Adult Ed. Director

G = Student Council Advisor

H = Other Club Advisor, Destination Imagination Advisor

I = 8-12 Class Advisor (2 paid per class (9-12) (1 paid per 8<sup>th</sup> grade)

- B. The duties and positions listed on the extracurricular salary schedule are included solely for the purpose of indicating their associated compensation. The extracurricular salary schedule shall not be construed as a guarantee that the positions will be filled, nor that the programs will be continued. In the event that a sports program is discontinued and later reinstated, the District will notify the former coach or supervisor of the opening, provided that the District deems the coach's or supervisors past coaching performance satisfactory through the evaluation process. The District has the final discretion in filling extracurricular positions.
- C. Coaches of athletic activities will maintain their steps when they are assigned to a different position, including different sports, within the same school, and when moving to a different level in the same sport.