

**MASTER AGREEMENT**

**BETWEEN**

**BELGRADE BOARD  
OF**

**SCHOOL DISTRICT NO. 44**

**AND**

**BELGRADE EDUCATION ASSOCIATION  
REPRESENTING THE  
TEACHERS/EDUCATORS OF THE SCHOOL  
DISTRICT**

**Effective July 1, 2023  
Through June 30, 2025**

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# MASTER AGREEMENT

THIS AGREEMENT entered into this **13<sup>th</sup> of February, 2023** by and between the Board of Trustees, School District No. 44, of the City of Belgrade, Gallatin County, State of Montana, hereinafter referred to as the "Board or District," and the Belgrade Education Unit of the Montana Federation of Public Employees, hereinafter referred to as the "Association." This agreement shall be effective as of July 1, **2023** and continue in full force and effect until June 30, **2025**.

WITNESSETH: WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of School District No. 44 is their mutual aim and that the character of such education depends primarily upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Board has an obligation, pursuant to the Montana Public Employees Collective Bargaining Law of 1974, to negotiate with the Association as the representative of the bargaining unit with respect to wages, hours, fringe benefits, and other conditions of employment. In consideration of the following material covenants, it is hereby agreed as follows:

## ARTICLE I - RECOGNITION AND DEFINITIONS

### SECTION 1.1 - RECOGNITION

- 1.1.1 Exclusive Representative:** The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining concerning the wages, hours, fringe benefits, and other conditions of employment for all personnel certified in Class 1, 2, 4 or 5 as provided in Section 20-4-106 MCA or Class 6, 7 or 8 and whose position calls for or requires such certification except as noted in this section.

The appropriate unit shall include homebound teachers, summer school teachers, teachers on Special Assignment, speech pathologists, nurses, physical therapists, occupational therapists, school psychologists, social workers, media specialists and long-term substitute teachers teaching in the same position for thirty (30) or more consecutive days.

The appropriate unit shall exclude the superintendent, principals, assistant principals, directors, supervisors, classified employees and substitute teachers teaching in the same position less than thirty (30) consecutive days.

- 1.1.2 Right to Represent Others:** The Board hereby agrees to recognize the Association as the representative for professional employees that are employed under the District's Professional Employees Agreement.
- 1.1.3 Professional Employee Definition:** To be considered a professional employee, the employee must have, minimally, a Bachelor Degree for a professional area licensed by a State of Montana licensing board.

### SECTION 1.2 - DEFINITIONS

The following definitions shall be applicable to this Agreement:

- 1.2.1 Teacher:** Unless otherwise indicated the term "teacher" when used hereinafter in this agreement shall refer to all professional employees certified in Class 1, 2, 4, 5, 6, 7 or 8.

- 1.2.2** **Substitute Teachers:** All substitute teachers are specifically excluded from this agreement except those hired as permanent replacements for teachers who have resigned or for other reasons are no longer employed by the District.
- 1.2.3** **Long-term Substitute Teacher:** Substitute teachers hired in a position the District anticipates will last beyond 30 days shall be part of the bargaining unit and immediately placed in the appropriate lane at the entry level step on the certified salary schedule.
- 1.2.4** **Board or District:** For purposes of this Agreement, the term District or Board, shall mean the Board, the District, or its designated representative.
- 1.2.5** **Association:** For purposes of this Agreement, the term Association shall mean the Belgrade Education Unit of the Montana Federation of Public Employees, the MFPE, or its designated representative.
- 1.2.6** **Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the Montana Public Employees Collective Bargaining Law of 1974 or as amended.

## **ARTICLE II - ASSOCIATION AND TEACHER'S RIGHTS**

### **SECTION 2.1 - GENERAL RIGHTS**

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under Montana School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. Any violation of state law is a violation of this Agreement.

### **SECTION 2.2 - DISCIPLINARY ACTION**

- 2.2.1** **Tenured Teachers:** No tenured teacher shall be disciplined, reprimanded, reduced in rank of compensation, discharged, or deprived of any professional advantage without just cause. Any such actions asserted by the Board, or any agent or any representative thereof, shall be subject to the grievance procedure herein set forth.
- 2.2.2** **Non-Tenured Teachers:** Non-tenured teachers shall be considered to be on a three-year probationary status during which time they will receive a regular evaluation.

### **SECTION 2.3 - FINANCIAL INFORMATION**

- 2.3.1** **Information Requests:** The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District.
- 2.3.2** **Budget Participation:** The Association shall be given the opportunity to advise the Board with respect to mill levy proposals and construction programs, prior to their adoption by the Board.

### **SECTION 2.4 - ASSOCIATION BUSINESS**

All Association business related to negotiations will be conducted during or after working hours as agreed upon between the Association and Superintendent.

## SECTION 2.5 - USE OF FACILITIES

The Association and its representatives may use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. The Association will have the use of the individual school mail system, e-mail, and internet privileges for communications. The District is not obligated to transport the Association's mail from one school building to a second school building or to a second location. The Association will have use of bulletin boards to post notices of meetings. The above privileges are granted the Association provided they do not interfere with operations of the school. It is understood that the Association shall abide by all applicable state laws and regulations related to the control of campaign practices.

## SECTION 2.6 - ACCESS TO TEACHERS

The Association shall be given sufficient time, not to exceed one hour, on the agenda of the fall orientation program to explain Association activities, and shall have an opportunity at faculty meetings to present reports and announcements.

## SECTION 2.7 - PUPIL INSTRUCTION RELATED (PIR) DAYS

- 2.7.1 Definition:** Administrative Rules of Montana (ARM) 10.55.714 characterizes professional development for teachers. A key definition of staff development found in the rule states that professional development "...enables teachers to develop further experience in subject content, teaching strategies, uses of technologies and other essential elements in teaching to high standards." The District shall use this definition for development of its Annual Professional Plan as required by ARM 10.55.7124.

The local board of trustees shall establish an advisory committee to evaluate the school district's current school year professional development plan; and develop and recommend a plan for the subsequent school year.

- a) Pursuant to the aforementioned ARM a majority of the committee shall be teachers.
- b) Teachers will apply and be selected by the BEA board of directors.
- c) This group will meet regularly to develop and recommend the P.D. plan to the Board of Trustees for the subsequent school year.
- d) The calendar will include a minimum of seven (7) and maximum of ten (10) PIR DAYS.
- e) Committee shall consist of one board member, curriculum director, one principal, one teacher representative from each building.

- 2.7.2 MFPE Convention:** Pursuant to MCA 20-4-304, The Board shall close the schools of the District for the annual instructional and professional development meetings of teachers' organizations. A teacher may attend instructional and professional development meetings without loss of salary or attend other appropriate in-service training, as may be prescribed by the Board, without loss of salary. If a teacher does neither, he/she must not be paid.

- 2.7.3 Additional PIR Days:** All staff members are required to fulfill all PIR DAYS as adopted by the board in the school year calendar, of which two are MFPE convention days. Montana regulation (ARM 10.65.101) states that Pupil Related Instruction Days may be used for one or more of the following purposes in accordance with the regulations hereby established:

- a) Staff orientation held prior to the beginning of pupil instruction for the purpose of organization of the school year.
- b) Staff professional development programs scheduled during the year for



the purpose of improving instruction (ARM 10.55.714) shall include annual instructional and professional development meetings (MFPE). Staff may attend either the instructional and professional development meetings or attend the equivalent number of hours of other appropriate in-service training as prescribed by the Board. The Board shall not prescribe equivalent hours during time approved for Pupil Instruction (PI) funding.

- c) Parent-teacher conferences for the purpose of acquainting parents with the school and the progress of their children. This day may be divided into hourly increments so as to provide six (6) hours over two (2) days and may occur in addition to, but may not duplicate, a pupil instruction (PI) day. If a second parent teacher conference is not held, then the aforementioned hours and days will be made up through a PIR training to be held after school hours during a regular work week(s).
- d) Post-school record and report completion at the end of the pupil instruction year. This day may be divided so as to provide one-half day at the end of each semester or quarter.

The District shall use these guidelines for the development of its Annual Professional Plan.

**2.7.4 Substitution of Equivalent PIR Hours:** To the extent allowed by ARM 10.65.101, ARM 20-304, or the District's Annual Professional Plan, the following rules shall apply:

- a) A copy of the in-service/workshop you will be attending must be given to the building principal and prior approval attained.
- b) Must be held at times other than time allocated for Pupil Instruction (PI) Days.
- c) Registration and fees are your responsibility.
- d) Personal or discretionary leave may not be used to replace required PIR Days.
- e) Professional leave days do not qualify for substitution for MFPE.
- f) If these days are not fulfilled, your salary will be reduced by 1/187 for each day missed.
- g) Each course/activity must be a minimum of 6 hours to qualify for PIR substitution.
- h) Certified trade-out days must be completed by the end of the second day of the October MFPE conference of the school year where the trade-out occurred. Professional development days taken after the October MFPE conference days of the current school year may be applied to the upcoming school year. Certified trade-out is approved training in lieu of attending MFPE conference days.

## SECTION 2.8 - RIGHT TO REPRESENTATION

A teacher shall be entitled to have present, a representative of the Association during any required appearance before the Board or its agents.

## SECTION 2.9 – ASSOCIATION LEAVE

Association shall be credited with twenty (20) days of paid leave time to be used by employees who are Association officers or their designees at the discretion of the Association. Substitutes will be paid by the District for up to twelve (12) days, while the remaining eight (8) days will be paid by the local BEA/MFPE association. The BEA/MFPE association will decide who will be eligible for these days.

## SECTION 2.10 – BEA PRESIDENT RELEASE TIME

The president of the BEA shall have release time for the second half of the day.

If at the high school or middle school, this will include three (3) periods per day.

If at the elementary school the equivalent of three teaching periods per day, not to be less than 120 minutes.

The BEA president shall retain all pay and benefits of full-time employment.

A BEA president returning as a full-time teacher shall be entitled to return to a position for which they are qualified and endorsed with the District unless the position has been eliminated. If the position formerly occupied by the teacher returning from a leave of absence has been eliminated, the District will assign the returning teacher to a position for which the teacher is appropriately endorsed.

An existing BEA president must notify Human Resources no later than April 1<sup>st</sup> regarding their intent to return to full-time employment, resign or retire.

The Association agrees to provide 20% of the teacher's salary (excluding benefits) in the position of the BEA president.

### SECTION 2.11 - SUPERINTENDENT/TEACHER ADVISORY

In an attempt to improve communication and relationships between teachers and the Central Administration, the superintendent will meet quarterly (at a minimum) with a group of teachers selected annually by BEA representatives from each school to discuss issues of both the superintendent's and teachers' choosing.

## ARTICLE III - RIGHTS OF THE BOARD

### SECTION 3.1 - MANAGERIAL RIGHTS

- 3.1.1** **Rights Inherent in Law:** The Association and their representatives shall recognize the prerogatives of the Board to operate and manage District affairs in all such areas as provided for by Montana State Law.
- 3.1.2** **Policy Rights:** The Association recognizes the right of the District to execute policy as long as such policy is not specifically in violation of a provision of this Agreement, Montana law, or applicable rules and regulations of an agency or governmental unit having jurisdiction over the District.
- 3.3.3** **Other Rights:** The Association recognizes the right of the District to select textbooks and other teaching materials, after seeking the teacher's input, to be used in all courses of instruction, to establish and supervise curriculum, manner of instruction, class schedules, hours of instruction, days school shall be in session, physical plant and other facilities, except hereinafter set forth.

### SECTION 3.2 - BOARD AGENT

The Association shall recognize any agent of the Board selected to represent it in any matter covered by this Agreement as evidenced by a letter of appointment executed by the Board Chairman or the Clerk of the District.

### SECTION 3.3 - ASSURANCE OF RIGHTS

The management of the District and the direction of its employees is vested exclusively in the Board. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Board in accordance with such policy or procedure as the Board may determine. Management rights will not be deemed to exclude other management

rights not herein specifically enumerated. Nothing in this Article shall be interpreted to limit the rights of the Board as stated in MCA 39-31-303 (Management Rights of Public Employers).

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **SECTION 4.1 - DEFINITIONS AND INTERPRETATIONS**

The following definitions and interpretations apply to Article IV of this Agreement:

- a) A grievance is a claim by the Association or Board that there has been a violation of the Master Agreement. Board policies and district personnel practices that are not a subject of the terms and conditions of employment found in this Agreement are not grievable unless the employer has not adopted a process or policy for resolution of a dispute over adopted board policies or district personnel practices.
- b) An aggrieved person is a teacher, or the School Board member who claims to have been adversely affected under the terms of the negotiated agreement. The actual grievance can only be filed by the Association or Board.
- c) A day is any working day in which the District Office is open.
- d) In computing any period prescribed or allowed by procedures herein, the date of the act, event or default from which the designated period of time begins to run shall not be counted.
- e) The immediate supervisor is the administrator having immediate jurisdiction over the matter which gave rise to the grievance.
- f) The filing and service of any notice or document herein shall be timely if it is personally served or if it bears a postmark of the United States Postal Service within the time period.
- g) Both parties agree that the proceedings will remain as informal and confidential to the extent allowed by the law.

### **SECTION 4.2 - INFORMAL RESOLUTION**

Nothing contained herein will limit the right of any member of the Association or Board having a grievance to discuss and to attempt to solve the grievance at the appropriate level as long as the solution is consistent with the Negotiated Agreement, and both the Association and Board are provided with copies of the grievance.

### **SECTION 4.3 - FAILURE TO APPEAL**

Any grievance not appealed to the next level of the procedure within prescribed time limits shall be considered settled on the basis of the answer given at the preceding level.

### **SECTION 4.4 - WAIVER OF TIME FRAMES**

If the time frames pose a hardship because of time restraints, the parties may by mutual agreement in writing extend the time limits at any step.

### **SECTION 4.5 - GRIEVANCE PROCEDURE**

- 4.5.1 **Intent:** In order to provide a standard method of resolution of differences arising during the duration of the Agreement, the parties hereto shall make a determined effort to settle any issue arising in the interpretation of a specific provision of this Master Agreement by use of the grievance procedure herein set forth.
- 4.5.2 **Step 1:** If either party desires to present a grievance, it must be in writing and served upon the other party hereto either directed by mail or delivered personally citing the specific provisions of the subject agreement alleged to have been violated, and the relief sought. Such grievance must be served within twenty (20) days of the occurrence or of knowledge of the act or condition that is the basis of

the grievance, the grievant may file a grievance in writing with the immediate supervisor.

Service by mail shall be deemed accomplished when such grievance is posted in the mail. The party served must answer the complaint in writing and serve such answer in a similar manner within ten (10) working days after service of the grievance.

- 4.5.3 **Step 2:** If the grievance is not settled in this manner, it shall be presented to the Superintendent or the Association President, whichever is appropriate, in writing within ten (10) working days of the response Step 1. The parties shall meet prior to response by the Superintendent or the Association President, whichever is appropriate. The Superintendent or the Association President then shall respond within ten (10) working days from the time the grievance was presented.
- 4.5.4 **Step 3:** If no settlement is reached in Step 2, the grievance shall be presented in writing to the Board or the Association, whichever is appropriate, within ten (10) working days or at their next regularly scheduled meeting, whichever is greater. The Board or the Association shall respond in writing within ten (10) days from the meeting date the grievance is presented.
- 4.5.5 **Appeal Rights:** Grievances covered in Article 4.6.3 and appealed to that Section will proceed in the manner provided in that Section.

## SECTION 4.6 - ARBITRATION

- 4.6.1 **Submission to Arbitration:** If the Association and/or Board is not satisfied with the disposition of the grievance filed under Section 2.2, the grievance may be submitted to arbitration by the Association and/or Board.
- 4.6.2 **Mutual Agreement Required:** Items aside from Section 2.2 may only be arbitrated by the Arbitrator by mutual agreement of the Association and the Board.
- 4.6.3 **Exception to Section 4.5:** All grievances except those that go to binding arbitration will be settled by utilizing the procedures set forth in 4.4 and 4.5 and action at that level shall be final.

## SECTION 4.7 - SELECTION OF AN ARBITRATOR

- 4.7.1 **Montana Board of Appeals:** The Arbitrator shall be chosen by sending to the Montana Board of Personnel Appeals for a list of five (5) names. Names shall be stricken alternately until there is only one name remaining. In odd-numbered years, the Association's representatives must strike the first name. In even numbered years, the Board representative must strike the first name. The Arbitrator shall then consider the grievance and render a decision.
- 4.7.2 **Ruling Deadline:** Final determination of the Arbitrator shall be within twenty (20) days of the time the hearing is held. The determination shall be submitted in writing to the Board and Association.
- 4.7.3 **Finality of Ruling:** Determination of the Arbitrator is final and binding and not subject to review or approval of any governing body.
- 4.7.4 **Arbitrator Costs:** The fees and charges of the Arbitrator shall be shared equally by the parties.

## ARTICLE V - (Open for Future Use)

## ARTICLE VI - PROMOTIONS, VACANCIES, & TRANSFERS

### SECTION 6.1 - VOLUNTARY/INVOLUNTARY TRANSFER

- 6.1.1 Posting Certified Job Openings:** Certified job openings occurring during the school year will be emailed to all staff prior to outside publication.
- 6.1.2 Voluntary Transfers:** Teachers interested in transferring to a different position within the District, will be required to apply for the position via the District's application procedures.
- 6.1.3 Internal Recruitment:** Positions that become vacant during a school year, will be posted internally for District certified employees for a minimum of three (3) working days. Principals and Administrators may allow for a longer recruitment period. Vacant positions will be posted on the School District career page.
- 6.1.4 External Recruitment:** Current employees who apply for a position within the district when external recruitment exists, will be reviewed in a competitive manner in regards to all applicants for the position. A current employee must be qualified for the position in order to be considered for the vacancy.
- 6.1.5 "Qualified"** as used above, may consider the following factors:
- a) Certification Level and Endorsements
  - b) Licenses and Certifications
  - c) Educational Level
  - d) Additional professional development opportunities that may provide specified training toward the grade level/course of the vacancy;
  - e) Successful teaching experience and performance;
  - f) Specific skills or training desired or preferred for the position;
  - g) Ability to effectively work with students, grade level, staff and Administration;
  - h) Evaluation of the specific school or program needs;
  - i) Additional criteria will be included and defined on an as needed basis.
- 6.1.6 Evaluation of Internal applicants:** Internal applicants will not be evaluated or held to a higher standard than external applicants. All applicants must meet the application and qualification requirements for the position and the review of qualifications will be made in a fair, consistent and equitable manner.
- 6.1.7 Involuntary Transfer:** All persons affected by changes as a result of administrative transfer shall be invited to a meeting where the purpose and need for the transfer shall be explained. The persons in attendance shall be given the opportunity to record their preferences.

# ARTICLE VII - TEACHER DUTY DAY, WORK LOAD & PREPARATION TIME

## SECTION 7.1 – DEFINITIONS

For the purpose of clarifying Article 7, the following definitions shall apply:

- a) **Basic Teacher Workday** means the time needed to implement the basic teacher day. It begins with the teacher arrival time at the school building site and ends with the teacher departure time as assigned by the building principal.
- b) **Building Hours**: The specific hours at any individual building may vary according to the needs of the educational/extra-curricular program of the district. The specific hours shall be designated by the building principal and approved by the superintendent. All teachers are expected to abide by these hours unless a written variance form has been approved by the building principal.
- c) **Student Day** means the portion of the basic teacher day beginning with the time students generally arrive at the school building and ending with the time students generally leave the school building. These student starting and student ending times shall be assigned by the building principal.
- d) **Instructional Time** means the time spent teaching students a school subject or course that requires a certified teacher.
- e) **Preparation Time** means the time set aside within the student day where neither instructional nor non-instructional activities involving students are assigned to a teacher.
- f) **Class Size** has the meaning as found in Montana School Accreditation Standards.

## SECTION 7.2 - BASIC DAY

- 7.2.1** The basic teacher day shall be 7 hours and 30 minutes, excluding lunch, Monday through Thursday, and 7 hours on Friday.

## SECTION 7.3- RELATED ACTIVITIES

### **7.3.1 Additional Activities**

- a) In addition to the teacher workday teachers are obligated to participate in faculty meetings, department meetings, grade level meetings, parent conferences, in-service meetings and special education conferences. Faculty meetings will not begin before 7:30AM and will not go past 4:30PM and limited to two (2) 30-minute or one (1) 60- minute meeting per month, before or after school.
- b) Teachers are obligated to participate in one (1) Open House or Back-to-School night. Open House or Back-to-School night will not exceed one hour per year.
- c) Teachers are obligated to participate in parent-teacher conferences as specified by the district calendar. If they are unable to attend during the required/specified time, those conferences must be made up in accordance with administrative approval. Should a teacher exceed the required time designated for parent- teacher conferences (six (6) hours), that teacher will be compensated. With principal approval, for each hour over the maximum time required for parent-teacher conferences, a teacher will receive one (1) hour of additional pay pro-rated at their daily rate of pay.
- d) Teachers being awarded their first contract with the district will be required

to participate in New Teacher Induction prior to the start of the school year, (bringing the total days to 188).

- i. Remuneration for New Teacher Induction day can be traded out for one (1) day of the MFPE convention or equivalent CEUs.

**7.3.2 Conditional Obligation:** This Section applies only to additional activities that a teacher is obligated to attend. It does not apply to committee meetings that are composed of volunteer members.

## SECTION 7.4 - LUNCH PERIOD

Teachers shall have a duty free lunch period of 30 minutes.

## SECTION 7.5 - PREPARATION TIME

Within the student day, the following minimum preparation time shall be available for certified instructional staff:

- 7.5.1 Grade Kindergarten through Grade 4:** Instructional Staff shall be provided with a minimum of 60 minutes of preparation time within the student day. Any preparation time in excess of this time may be subject to reduction if an unexpected financial crisis occurs such as loss of mill levy, the financial demands of a negotiated settlement, and etc. with the resulting budget adjustments.
- 7.5.2 Grade Kindergarten through Grade 4 Specialists:** Preparation time may be scheduled using more than two blocks of times during the student day.
- 7.5.3 Grade 5 through Grade 8:** Instructional Staff shall be provided one preparation period within the student day.
- 7.5.4 Grade 9 through Grade 12:** Instructional staff shall be provided one (1) preparation period every other day if teaching the block schedule or every day if not teaching block schedule.

## SECTION 7.6 - CLASS SIZE

The District is committed to maintaining class sizes that are conducive to quality education.

- 7.6.1 Class Size Determination:** The district will use average growth rates when planning for class enrollments for the coming year. Hiring an additional teacher is preferable to other accommodations but the District has discretionary authority to hire or not hire after the adoption of the annual school budget at the August board meeting.
- 7.6.2 Compliance with Standards:** for Class Size Montana Standards for Accreditation will be the guidelines used for teacher staffing barring unexpected financial crisis such as loss of mill levy, the financial demands of a negotiated settlement, etc. and resulting budget adjustments. The District will forward to the Association any correspondence found in OPI's annual accreditation review relating to class size.
- 7.6.3 Equitable Class Size:** between Elementary School Buildings When elementary school buildings contain the same grade level, the District will strive to maintain equitable class sizes among these elementary grade levels. When determining equitable class size, consideration should include the number of ED/BD students currently in the school building.

## SECTION 7.7 - DUTY

- 7.7.1 Duty Free Aides:** Duty free aides for noon duty will be provided for all teachers (K-



4) except when extreme weather conditions require additional personnel for the supervision of students indoors.

- 7.7.2 Exception:** When indoor noon supervision is required, the combined (K-4) building principals and building representatives will determine the student supervision needs of the (K-4) buildings. Upon evaluation of the needs of school buildings, the combined committee will select names for the indoor noon supervision pool at each building site – i.e., hearing impaired specialist, speech specialist, chapter teachers, counselors, music, physical education, library, and classroom teachers shall share equally the responsibility for indoor noon supervision unless the certified teacher is assigned student instruction during the noon recess.
- 7.7.3 Assignment Rotation:** One day of supervision will be assigned to each member of the supervision pool before any member is assigned a second or third supervision day.
- 7.7.4 In Lieu Payment:** With the District's approval, any teacher may elect to be compensated on an "in-lieu-of" basis. For each twelve (12) supervision duties due to inclement weather, a teacher may elect to take one day of additional personal leave with a maximum of one (1) additional personal leave day per contract year at no cost to the teacher.

## SECTION 7.8 - PRIOR NOTICE

The duties of any teacher or the responsibilities of any position of the Belgrade unit shall not be substantially altered or increased without a prior meeting with the teacher. A representative of the Association, at the teacher's request, may accompany the teacher at this meeting.

## SECTION 7.9 – MENTOR PROGRAM

The District in conjunction with the Association will work jointly to continue to provide the opportunity for mentorship to teachers new to the district. 0-2 year teachers will be provided a mentor; (3+ year) teachers new to the district will be offered a mentor.

## SECTION 7.10 - SAFETY IN THE CLASSROOM

**7.10.1 Staff Protection:** The District recognizes its responsibility to support and assist staff with respect to the maintenance of control and discipline in the school setting. All students and staff deserve the right to work and learn in a safe environment. Staff will be offered access to prevention / de-escalation / safety training. All staff working with a student with known behavioral needs will be notified when placed in their classrooms.

**7.10.2. Relocation of Student:** Staff may temporarily exclude a student from class when the severity of behavior, or the disruptive effect of actions, impedes the learning or safety of the student or others that constitute Tier III behaviors. Tier III Behaviors are defined as illegal, physically dangerous, or demonstrate gross insubordination. In such cases, the staff member present will relay the details of the incident to the building principal or designee at the earliest opportunity and formally document the incident. The student may not return to the classroom until the principal or designee meets with the teacher (if possible), deems the student is ready, and the principal/designee communicates a return plan to the staff member.

**7.10.3 Student Aggression:** Any case of student physical and/or verbal aggression where a student caused, attempted to cause, and/or threatened to cause physical injury to another person shall be promptly reported to the building administrator or designee. Staff and/or student injury reports shall be completed for purposes of record keeping. Staff may



temporarily exclude the student from class. The building principal or designee shall promptly render all reasonable assistance, to include relieving a staff member for a period of time and involve law enforcement as warranted by the circumstances. Students will not be returned to the school or classroom setting until after a debriefing and return plan is discussed with the principal, student, staff member involved, parent/guardian of the child, and law enforcement when rendered necessary.

**7.10.4** Nothing in this section is intended to supersede the contents of a team-constructed positive behavior support plan.

## **ARTICLE VIII – SPECIALIZED TEACHERS**

### **SECTION 8.1 - SPECIAL ELEMENTARY TEACHERS**

The Board will work toward the goal of employing a sufficient number of specialized elementary teachers to teach all physical education and music classes.

### **SECTION 8.2 - SPECIAL EDUCATION TEACHERS CASE MANAGEMENT TIME**

**8.2.1 Definition:** Time set aside in the student day that special education teachers dedicate to IEPs; Special Education meetings; testing and evaluations; parent communication; and collaboration with general education teachers, outside providers and/or related service providers.

**8.2.2 Grade Pre-Kindergarten through Grade 4:** Special Education Staff shall be provided with a minimum of 225 minutes of case management time within the student day per week. (225/week.) Case management time for part time special education staff shall be prorated.

**8.2.3 Grade 5 through Grade 12:** Special Education Staff shall be provided one case management period within the student day. Case management time for part time special education staff shall be prorated.

**8.2.4** In the event that the District is not able to fill the FTE required to provide case management time, the case management time as defined in 8.2.2 and 8.2.3 will be compensated at the teacher's daily rate of pay.

### **SECTION 8.3 - SPECIAL EDUCATION STIPENDS**

The District recognizes the difficulty in hiring special education teachers and the importance of retaining quality special education teachers in required programming. The District will provide stipends to qualified individuals.

**8.3.1** Licensed Special Education teachers assigned to high intensity center-based Special Education Programs shall be paid an additional \$2000 stipend every year to be prorated based on FTE.

**8.3.2.** Licensed Special Education teachers assigned to a Special Education Resource classroom shall be paid an additional \$1000 stipend every year to be prorated based on FTE.

**8.3.3.** Stipend assignments will be determined by the Director of Student Services.

## ARTICLE IX – LEAVES

### SECTION 9.1 - DISCRETIONARY LEAVE

**9.1.1 Definition:** Discretionary Leave means all regularly employed teachers shall earn Discretionary Leave at the rate of three (3) days per school year. These days may be used for personal business or illness. The intent of Discretionary Leave is:

- a) To provide teachers with three (3) days of paid leave while recognizing the importance of teacher presence in classrooms and the District's calendar.
- b) To give administrators the ability to manage the workforce in their buildings over the course of the school year and within the District's calendar.
- c) To acknowledge teachers as professionals who can make their own choice about how to distribute their Discretionary Leave days.
- d) To assist teachers in understanding that responsible use of Discretionary Leave may be a benefit upon retirement.
- e) At year end all unused Discretionary Leave will revert back to Sick Leave.

### SECTION 9.2 - PERSONAL LEAVE

**9.2.1 Definition:** Personal leave is defined as a planned absence and does not include sick leave, emergency leave, or professional leave. Three (3) days are earned annually, accumulated to eight (8) days for Plan B and five (5) days for Plan A. Any Plan A teacher carrying over more than five (5) days into next fiscal school year will be paid the balance in September at the rate of regular substitute pay.

**9.2.2 Leave Maximum for a Teacher:** Up to six (6) consecutive days (personal/discretionary) may be granted by the District with a minimum of three (3) days prior written request. The total personal leave days approved may not exceed eleven (11) personal leave days per contract year. At the teacher's request, any unused days will be compensated at the year's end at the regular substitute pay (this excludes substitutes hired during a strike or other non-regular activity.)

**9.2.3 Response Time:** The leave will be granted or denied within one (1) day of the request. The day of submission is not counted for the one-day response time.

**9.2.4 Maximum Approved for the District:** The number of staff allowed the use of personal leave on any one (1) day will be determined by the Building Principal and/or Administration

**9.2.5 Emergency Leave:** One (1) additional personal leave day may be granted by the building principal in times of emergency with the teacher paying the substitute by reimbursing the District for the substitute pay. The teacher may elect to pay the substitute by authorizing the District to deduct the substitute pay from the teacher's gross salary .

**9.2.6 Appeal Process:** If the employee's personal/emergency leave request is denied, the employee shall have the right to appeal the decision to the superintendent. Such letter of appeal must state the teacher's rationale for the appeal and must be filed within five (5) working days of the notice of denial. The superintendent shall respond to the teacher's appeal of the denial within five (5) working days.

## SECTION 9.3 - SICK LEAVE

### 9.3.1 Definition

Sick leave may be used for the following reasons:

- a) Personal illness, injury, medical disability, paternity, maternity, and/or maternity-related disability;
- b) Parental leave immediately following your child's birth or placement for adoption;
- c) Quarantine resulting from exposure to a contagious disease;
- d) Medical, dental, or eye examination or treatment;
- e) Care of or attendance to an immediate family member for medical reasons. The term "immediate family" means the employee's or the spouse's, child, brother, sister, parent, aunt, uncle, grandchildren and grandparent.
- f) Care of or attendance to significant others may be granted at the discretion of the District for serious illness or injury to significant others, based on what is reasonable for each specific situation.

**9.3.2 Accrual Rate:** Sick leave of ten (10) days annually accumulating to one hundred and thirty (130) for Plan B and one hundred (100) for Plan A. Additional Days At the discretion of the Board, teachers may be granted additional days beyond their accumulated number of sick leave days in time of emergency.

**9.3.3 Approval Process:** If the employee's sick leave request is approved by the principal, the sick leave will be credited against his or her sick leave. If the employee's sick leave request is denied, the employee shall have the right to appeal the decision to the superintendent and then the chairperson of the school board. All requests for sick leave shall be recorded on a District approved online system prior to or after the sick leave.

**9.3.4 Sick Leave Misuse:** Using sick leave for any reason not identified in this Section is considered an abuse of sick leave. Persistent or patterned misuse of sick leave may also be considered an abuse of sick leave. Abuse of sick leave may be cause for dismissal and forfeiture of cash compensation for unused sick leave.

**9.3.5 Excess Days Conversion:** After a teacher has accumulated one hundred and thirty (130) days for Plan B and one hundred (100) days for Plan A of sick leave, the teacher will be reimbursed at the end of the school year for their excess unused sick leave days at the rate of regular substitute pay (this excludes substitutes hired during a strike or other non-regular activity). Any Plan A teacher carrying over more than one hundred (100) days into next fiscal school year will be paid the balance in September at the rate of regular substitute pay.

**9.3.6 Accumulated Sick Leave Payment for Plan A:** Upon leaving the District, teachers shall receive a lump sum for accumulated sick leave payment equal to twenty percent (20%) of accumulated sick leave, based upon the daily rate of the last contract year.

## SECTION 9.4 – SICK LEAVE DONATION

**9.4.1 Requests:** When a teacher has used up all his/her sick leave, discretionary leave and personal leave and the teacher, teacher's spouse, parents and/or teacher's children (natural, foster, or step) is sick, other teacher(s) on staff may donate up to an aggregate total of thirty (30) sick leave days to the teacher per ask per school year by notifying the Sick Leave Committee in writing. The committee shall consist of H.R. Director, Association President, Building Principal, and an

Association Building Rep. from a building other than that from which the teacher is employed.

- a) Requests for donations can be made up to two (2) weeks prior to exhausting all leave balances.
- b) There will be a two-week deadline for donors to turn in donations to the office.
- c) All donated days will be numbered in the order received.
- d) One (1) day will be taken from each donor before any donor is deducted a second or third day.
- e) All donated days will remain anonymous to the recipient.
- f) All unused days will be returned to the donor at the end of the leave.
- g) Any Recipient may only have two (2) asks per school year for a total of 60 days

- 9.4.2 Discretion:** For extreme situations, the Superintendent or Board Chair has the discretionary authority to waive the requirement that a teacher must use up their accrued sick leave to qualify for sick leave donation. Teachers donating sick leave days shall acknowledge that they are aware that the teacher receiving the sick leave donation is not out of accrued sick leave.

## SECTION 9.5 - LEAVE OF ABSENCE

- 9.5.1 Approval:** At the discretion of the Superintendent a leave of absence will be granted for up to 3% of the teachers for up to one year to full- time employees without pay after seven (7) years or the equivalence of seven (7) full years of continuous service in the school system - first applied, first granted within a school year. A teacher granted leave of absence shall retain sick leave and retirement benefits and may participate in the District's health insurance and/or Life Insurance plan at his or her own expense.
- 9.5.2 Return from Leave of Absence:** A teacher returning from a leave of absence shall be entitled to return to a position for which they are qualified and endorsed, with the District unless the position has been eliminated. If the position formerly occupied by the teacher returning from a leave of absence has been eliminated, the District will assign the returning teacher to a position for which the teacher is appropriately endorsed. Teachers on leave must notify Human Resources no later than **March 1** regarding their intent to return, resign or retire. Failure to notify H.R. by the deadline, will be considered abandonment of the position.
- 9.5.3 Deadline Exception:** After July 15, a teacher's request for a leave of absence for upcoming contract year/semester shall be at the discretion of the District. However, another opportunity is available for a leave of absence starting at the end of the first semester of the current contract year. A request for a second semester leave of absence must be submitted prior to **November 1** of the contract year. A request submitted after **November 1** shall be at the discretion of the District.
- 9.5.4 Maximum Leave:** A teacher shall not be entitled to more than one leave of absence during their term of employment with the District. At its discretion, the Board may approve additional leaves of absence

## SECTION 9.6 - EDUCATION SABBATICAL LEAVE

- 9.6.1 Request:** Teachers issued their seventh (7th) consecutive contract may give written notice to the Superintendent of intent to take sabbatical leave prior to **March 1**. The teacher giving the earliest notice of intent will be granted sabbatical leave provided they are qualified to take sabbatical leave under this article. If two (2) teachers give

notice of intent to take sabbatical leave on the same day, the teacher with the most seniority will be granted the sabbatical leave provided the teacher is qualified under the provisions of this article. If the first qualified sabbatical applicant on the list does not take the sabbatical leave when offered, that teacher shall go to the bottom of the sabbatical list. The second and subsequent applicants for sabbatical leave will be notified of the sabbatical leave opportunity. The second and subsequent applicants for sabbatical leave will not move to the bottom of the list if they reject such sabbatical opportunities. If upon exhausting the list of individuals applying for sabbatical leave and sabbatical leave available, the Superintendent will notify staff that a sabbatical leave is available to anyone who qualifies.

**9.6.2 Purpose:** Sabbatical leave shall be granted for the purpose of accredited study or fieldwork directly related and essential in classroom instruction. The teacher on sabbatical leave for study shall carry at least twelve (12) quarter (or eight (8) semesters) hours of credit each quarter or its equivalent as designated by the Dean of the Graduate School or subject area department head and approved by the Belgrade Board of Trustees.

**9.6.3 Eligibility:** A teacher who has completed seven (7) consecutive years in the Belgrade Public School System is eligible for sabbatical leave for a period of one (1) or two (2) semesters within the school year. A teacher who has been granted sabbatical leave shall not be eligible for further educational sabbatical leaves.

**9.6.4 Compensation:** A teacher on sabbatical leave shall be paid one-half (1/2) his/her regularly scheduled salary. Payment of this amount is to be made in two (2) installments.

- a) A total of two-thirds (2/3) to be paid in equal monthly payments for the period of the leave.
- b) One-third (1/3) to be paid at the end of the first pay period of the first year following the sabbatical leave.
- c) The teacher shall enter into a contract with the Board which states that if, through his/her own choice, he/she does not return as an employee of the District, he/she shall be obligated to reimburse the District for the gross amount of salary paid to him/her while on leave (plus interest at the rate of ten per cent (10%) per annum on the unpaid balance). Interest shall accrue from the first day of the contract year for which the teacher was to have returned. Any teacher on sabbatical leave for the purpose of work who received pay for the work shall have that amount deducted from his/her salary payments. The contract shall also contain the following: Jurisdiction and enforcement of this sabbatical contract is assigned to the State District Court of Gallatin County. The Court has the authority to grant relief the Court sees fit including but not limited to: court costs, attorney fees, and judgments.

**9.6.5 Non-Forfeiture:** A teacher granted sabbatical leave shall retain sick leave and retirement benefits.

**9.6.6 Continuity of Insurance:** A teacher granted sabbatical leave may maintain health and hospital, term life insurance, etc., provided the amount of the premium for the term of leave is remitted to the business office prior to beginning of the leave or unless individual arrangements are made with the insurance carrier. Upon return to the District, this amount shall be refunded to the teacher.

**9.6.7 Step Advancement:** The year, which a teacher is on sabbatical leave, shall not be counted as teaching experience for purposes of advancement on the salary schedule.

## SECTION 9.7- MATERNITY LEAVE/ADOPTION (Also see FMLA Board Policy)

- 9.7.1 Access to Sick Leave:** The pregnancy/adoption or related disability shall be treated as a temporary disability with all accumulated sick leave privileges available to the teacher.
- 9.7.2 Continuity:** The commencement or duration of leave, extension, accrual of seniority, and other benefits or privileges - protection under health or temporary disability plans - shall apply in the same conditions as operative under other disability leaves.

## SECTION 9.8 - LEGISLATIVE LEAVE

Legislative leave shall be available to a teacher who has been elected or appointed as a Legislator in the Montana House of Representatives or Senate. The length of a legislative leave will be commensurate with the legislative session, including any extensions or special sessions that may be imposed. Subject to the insurance policy and carrier, during a legislative leave, a teacher may purchase the District health insurance.

## SECTION 9.9 - BEREAVEMENT LEAVE

- 9.9.1 Eligibility:** Employees shall have the right to bereavement leave for up to five (5) days per death at the employee's discretion. Utilized days shall be deducted from the employee's accumulated sick leave. Bereavement leave that exceeds five (5) days must be approved by the building administrator.
- 9.9.2** For each day of approved bereavement leave, the teacher's accrued sick leave days shall be reduced by one (1) day.

## SECTION 9.10 - JURY DUTY

Upon completion of jury duty, employees deliver their jury duty pay to the District. If a juror is dismissed before his/her regularly scheduled lunch, he/she is obligated to report to work no later than the beginning of the building's afternoon session and if he/she fails to do so shall not be paid for the afternoon portion of the workday. If the employee is serving jury duty outside of Belgrade, within one-half (1/2) of a shift of the completion of the jury duty and verification of the same, the employee will report to work.

## SECTION 9.11 - SERVICE OF SUBPOENA

A teacher who is served a subpoena may request to be granted the day or days necessary to appear without any deduction or loss of basic leave allowance if the subpoena is the result of the teacher performing his/her assigned job tasks for the District. Granting of this request is at the complete discretion of the District. Any compensation received, relating to the subpoena, shall be remitted to the District minus travel reimbursement.

## SECTION 9.12 - UNPAID LEAVE

- 9.12.1 When granted:** At the discretion of the District, teachers may be granted unpaid leave. Unpaid leave may be granted only when the other leave provisions of this Article are inapplicable.
- 9.12.2 Pay Deduction:** Unpaid leave shall be deducted at the rate of 1/187 of the teacher's individual contract salary for each day of such leave.
- 9.12.3 Minimum Leave Granted:** Unpaid leave, if granted, will be in units of a full day or a half-day.

- 9.12.4 Approval Process:** Initially, the employee shall submit the request for an unpaid leave to the principal. If the employee's unpaid leave request is denied, the employee shall have the right to appeal the decision to the superintendent and then the chairperson of the school board.
- 9.12.5 Extra Duty Assignments:** Approved unpaid leave for an extra duty assignment shall be prorated separately.

## SECTION 9.13 - RECORD KEEPING

The appropriate leave request shall be entered into the District leave balance system. Precluding errors that can be documented, changes in leave coding requested by the employee need to be rectified by the Business Manager within 45 days of original leave day.

## SECTION 9.14 - LIMITED LEAVE DAYS

Both the Association and the District recognize that quality instruction is best achieved by professional, licensed staff, and acknowledge the importance of each instructional day. We agree that being present during these times is critical.

- 9.14.1** Personal Leave days may not be taken during the first five or last five instructional days of the school year.
- 9.14.2** Personal Leave days may not be taken the work day immediately preceding or following a holiday, vacation, or extended school break as defined by the District calendar.
- 9.14.3** Personal and Discretionary Leave days may not be taken on PIR days.
- 9.14.4** Extenuating circumstances requiring the use of personal leave during these days must be submitted via a written request (i.e. email) to the Building Principal, Superintendent and Human Resources Director with as much advance notice, as possible, for consideration of approval. The Superintendent or Human Resources Director will approve or deny the leave. The request must specifically state why the employee wishes to use his/her personal leave days.
- 9.14.5** The use of discretionary leave during these periods is strongly discouraged and will be revisited as part of the next negotiations.

# ARTICLE X FRINGE BENEFITS

## SECTION 10.1 - GENERAL BENEFITS

- 10.1.1** **Availability:** Insurance benefits of Family Health, Family Dental, Family Optical, and Term Life will be provided by the District for all certified employees subject to the limits of the policy and/or carrier.
- 10.1.2** **Combining Entitlements Prohibited:** No teacher may combine any portion of the premium and/or District monies with another teacher or employee to purchase one policy. If there is dual coverage, the insurance carriers decide which policy is the primary policy.
- 10.1.3** **Continuity of Coverage:** The level of coverage will remain the same unless specifically agreed upon through the collective bargaining process.
- 10.1.4** **Selection:** All insurance program carriers shall be selected by the Board



after consulting the Association. A committee comprising of all the employee groups receiving the district health insurance shall meet as needed to review and make recommended changes to the insurance policy/plans. The committee shall include but not be limited to teachers, classified, administrators...the committee shall be made up of approximately 15 members with each group being allocated a representative based on the proportional total of members taking insurance. For example, if 100 individuals are taking health insurance and 65 of those are teachers, the teachers would be eligible to have 65% of the 15 members of the committee (65% of 15 = 9.75 so with rounding 10 members).

- 10.1.5** **Maximum District Contribution:** School District #44 will pay towards the premium as stated in Item A for the two-year period of the current contract. The participating employee will pick their level of coverage - single, two- party, and parent with children, or family. For the two-year period the District will pay up to, but not to exceed the following:

#### Item A

Level of Coverage	Up To But Not Exceed
Single Party	\$480.00/month or \$5,760.00/contract year
Two Party	\$661.00/month or \$7,932.00/contract year
Parent With Child	\$640.00/month or \$7,680.00/contract year
Family	\$782.00/month or \$9,384.00/contract year

- 10.1.6** **Liability Limitation:** The District's only obligation hereunder is to pay over to the insurance carrier the appropriate premium, contributions and withholdings. The District is not the insurance provider and shall not be liable for any claims, for non-payment for claims or failure to provide coverage of benefits.
- 10.1.7** **Excess Benefits:** Any District contribution remaining after being applied to benefits found in Item A shall be non-transferable to any other benefit and shall be forfeited.
- 10.1.8** **Group Term Life Insurance:** The District shall provide district paid group life insurance coverage in the amount of \$25,000 for each school year for each teacher.

## SECTION 10.2 - CONTINUITY OF ELIGIBILITY

Teachers retiring or leaving from the system will be allowed to participate in the group insurance benefits at their own expense unless the insurance carrier prohibits this post- service participation.

## SECTION 10.3 - RETIREMENT INCENTIVE BENEFITS

This section of the Agreement contains three alternate plans that provide severance benefits to a teacher or an early buyout of any individual benefit. The plans are mutually exclusive. That is, an eligible teacher covered by this Agreement cannot participate in more than one of the alternate plans.

- 10.3.1** **Creditable Service:** For the purpose of determining years of creditable service under this Section, credible service shall mean the number of years credited to a teacher's TRS account for which contributions have been received as required by statute or rule.
- 10.3.2** **Plan A (New Plan):** A teacher with less than ten (10) years of TRS creditable



service on July 1, 2004 shall be eligible for only Plan A. For an eligible teacher, the District shall contribute one (1) and ¼ percent of a teacher's annual basic salary, as determined by teacher Salary Schedule, to a tax-deferred annuity plan if the teacher matches the contribution.

The teacher may elect to participate or not to participate during any contract year. However, written notice must be received by the district office prior to July 1 of the ensuing contract year of the teacher's intent to change their participation status. The Association shall select and inform the District of any new annuity products chosen. A new company selected for the annuity product must have a minimum of five (5) teachers that are subscribers.

Any teacher that qualifies for Plan B (old plan) may choose to participate in Plan A instead of Plan B. However, such election to participate in Plan A shall be irrevocable and permanent once made. Benefits under Plan A shall be earned as of the month the election letter is received and no benefits shall be retroactive.

- 10.3.3 Plan B (Old Plan):** A teacher with ten (10) or more years of TRS creditable service on July 1, 2004 may select Plan B. Since there are eligibility criteria for Plan B, selecting to participate in Plan B does not automatically make the teacher eligible for Plan B benefits. Plan B is comprised of the following two (2) components:

*Component 1: Longevity Related:* Upon retiring or leaving the District, teachers shall receive a longevity payment equal to thirty-five percent (35%) of their final year's salary (including stipends pay) if the teacher meets the following eligibility criteria:

The teacher's actual letter of resignation must be received no later than April 1 of the calendar year the teacher terminates employment

If unforeseeable and extreme events, make it necessary for a teacher to retire or resign from District service after the April 1 deadline found in Subd. 1(b), he/she may also submit a hardship petition to a Longevity Payment Committee (LPC) for exemption from the deadline.

On receipt of a hardship petition, the Chair of the Board and the President of the Belgrade Education Association shall mutually select the members of the LPC and convene a meeting. The findings of the LPC shall be final and not grievable under any other provision of the Agreement.

*Component 2: Accumulated Sick Leave Payment:* Upon retiring or leaving the District, teachers shall receive a lump sum for an accumulated sick leave payment equal to twenty percent (20%) of their accumulated sick leave, based upon the daily rate of last year's contract, if the teacher meets the following eligibility criteria:

- a. The teacher has accrued fifteen (15) years of creditable service with the Belgrade School District and a minimum of twenty-five (25) years of creditable service under the Montana Teacher Retirement System (TRS), or the teacher has accrued at least twenty (20) years of creditable service under TRS with the Belgrade School District.
- b. The teacher's actual letter of resignation must be received no later than **April 1st** of the calendar year the teacher terminates employment.

*Window of Opportunity:* In order to receive the Plan B Severance Benefit, the teacher must submit a letter of resignation within a “window of opportunity”. The “window of opportunity” shall be no later than the school year that he/she has earned thirty-five (35) years of TRS creditable service.

The written resignation must be effective for next contract year. Failure to resign shall result in the loss/waiver of this Plan B Severance Plan. At the discretion of the Board, the Board may approve an extension of the “window of opportunity” for a teacher. The Association has the right to exempt up to ten (10) teachers from the original group of teachers that qualified for Plan B (Old Plan) from the “window of opportunity” eligibility requirement.

- 10.3.4 Acknowledge of Receipt:** All notices, letters, and/or applications shall be mailed (postmarked) to the Superintendent’s Office or hand delivered to the Superintendent’s Office.
- 10.3.5 Benefit Limitation:** This section of the Agreement constitutes all monetary entitlements available to teachers on retirement or leaving the District that are not required by law. If a teacher elects to apply the amount received under Plan B (Old Plan) of this Section to TRS Option 1 to enhance their retirement benefits, the District shall not be required to pay any additional employer contribution to TRS greater than that required under Plan B (Old Plan) if any additional employer contribution required by Option 1 cannot be charged to the Retirement Fund.
- 10.3.6 Incentive for Early Notice:**
- a. An employee certified by the Office of Public Instruction (OPI) shall be eligible for an early notice incentive amount equal to \$400 if the qualified employee submits a letter of resignation prior to February 1 of the current school year. Such resignation must be effective at the end of the school year in which it was submitted.
  - b. The stipend shall be paid on March 10<sup>th</sup> upon approval of the resignation by the Board.
  - c. This stipend is in addition to any other severance benefits for which the certified employee may be eligible but is available only one time per employee.

## SECTION 10.4 - PART-TIME

- 10.4.1 Definition:** A part-time employee is any employee hired for a position by the District for less than a full day, less than a full school year, and/or less than full activity.
- 10.4.2 Deadline:** When part time is requested by an employee, the Superintendent will consider each request on an individual basis with final approval by the Board of Trustees. The request must be made in writing to the Building Principal or Supervisor by **April 1st** of the school year preceding the school year the part time request takes place.
- 10.4.3 Proration:** Part-time employees shall receive wages and fringe benefits on a prorated basis according to the percentage of the school day, school year, and/or activities they work provided the employee is eligible for the benefits as stated in other sections of this agreement.

- 10.4.4 PIR Days:** Part-time employees will participate in all PIR & PLC days (prorated) and faculty meetings as required by the Building Administration. Part-time teachers will receive prorated pay for all PIR & PLC days they are requested to attend beyond FTE.

## **SECTION 10.5 - FRINGE BENEFITS LIMITATION**

The fringe benefits described in this Article or other parts of this Master Agreement constitute the only fringe benefits guaranteed over the duration of this Agreement.

# **ARTICLE XI - PAYROLL DEDUCTIONS**

## **SECTION 11.1 - DUTY TO REPRESENT**

The Association, as the exclusive representative of all the members of the appropriate unit, will represent all teachers, Association members and non-members, fairly and equally. No teacher shall be denied Association membership because of race, creed, color, sex, or age.

## **SECTION 11.2 - MEMBERSHIP DEDUCTIONS**

- 11.2.1 Association Members:** The Board agrees to deduct membership dues from the salaries of Association members as authorized by the recognized collective bargaining unit. Notification that payroll deduction is desired must be made by October 1.
- 11.2.2 Notification:** It is the duty of the Association to obtain written authorization for the deduction of the Association membership dues.

## **SECTION 11.4 - VOTING ON RATIFICATION**

Only Association members (MFPE/BEA) shall be allowed to vote on ratification of all contracts negotiated by the Bargaining Unit.

## **SECTION 11.5 - HOLD HARMLESS**

- 11.5.1 Indemnification:** The Association will indemnify, defend and save the Board and the District harmless against any and all claims, demands, or suits made or initiated against the District or the Board including judgments, court costs, attorney's fees and other costs in defense thereof, resulting from any application or non-application of this Article or any other membership dues or representation fees provisions of this Agreement. While assuming no liability, the district reserves the right to participate in its own defense at its own cost.
- 11.5.2 Grievances:** Prohibited Disputes regarding membership between an individual employee(s) and the Association may not be processed through the grievance procedure found in this Master Agreement.

## **SECTION 11.6 - ADDITIONAL PAYROLL DEDUCTION**

The Board agrees to deduct, from the salaries of its certified staff, deductions for tax-sheltered annuities and insurance benefits, and other district approved financial institutions.

# **ARTICLE XII – COLLECTIVE BARGAINING**

## SECTION 12.1 - COLLECTIVE BARGAINING PROCEDURE

- 12.1.1 Initial Meeting:** The initial meeting of the Board and the Association may be called by either party. The format and guidelines for this process will be determined by both parties at the first meeting.

## SECTION 12.2 - COLLECTIVE BARGAINING COMMITTEE

- 12.2.1 Good Faith Bargaining:** This committee, comprised of the Association and School Board units, agrees to work in good faith toward the development of a fair and equitable agreement.

## SECTION 12.3 - NEGOTIABLE ITEMS

Both parties agree that all negotiable items have been discussed during the gaining process leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent. In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an agreement is reached.

## SECTION 12.4 - AGREEMENT DISTRIBUTION

The District agrees to provide an electronic copy of the ratified Master Agreement to all teachers.

## SECTION 12.5 - SCHOOL CALENDAR

Teachers will be given the opportunity for input for planning each school year calendar.

## SECTION 12.6 - AGREEMENT ALL-INCLUSIVE

This instrument contains all provisions of the Agreement between the Board and the Association on all matters negotiable for agreement under the Montana Public Employees Collective Bargaining Law of 1974.

## SECTION 12.7 - SAVINGS & SEVERABILITY CLAUSE

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or applicable State or Federal regulations or rules, then such provision or application of this Agreement 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.

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid; it shall not affect any other provisions of this Agreement or the application of any provision thereof. If such invalid provision(s) exist which are contrary to law, at the request of either party, negotiations shall immediately commence and agreement shall be reached in order to alter said sections providing the benefits according to the intent of the parties unless the actual intent is contrary to the law.

## SECTION 12.8 - MUTUAL AGREEMENT TO RENEGOTIATE

Both parties agree that all terms and conditions of this Agreement are effective for the duration of two contract years.

## SECTION 12.9 - REOPENER BY MUTUAL AGREEMENT

Matters relating to the terms and conditions of this Agreement may be reopened for

negotiations during the term of this Agreement if mutually agreed to by the Association and the Board.

## **ARTICLE XIII - PROFESSIONAL COMPENSATION AND PROFESSIONAL DEVELOPMENT**

### **SECTION 13.1 - BASIC SALARY SCHEDULE**

- 13.1.1 Applicable Salary Schedule:** The basic salaries of teachers covered by this Agreement are set forth in Appendix "A"
- 13.1.2 Schedule Subject to Renegotiation:** Such salary schedules shall remain in effect during the designated period.
- 13.1.3 Prior Experience:**
- a) The District will grant a maximum of five years of previous teaching experience to newly hired teachers. Teachers with 0-1 years of teaching experience will be placed on Step 2, two years on Step 3, three years on Step 4, four years on Step 5, and 5 or more years will be placed on Step 6.
  - b) In some circumstances, a maximum of ten (10) years of previous teaching experience, up to a maximum Step 11 may be granted where extreme shortage exists in hard-to-fill certified areas. Hard-to-fill certified positions are defined as positions that require specific expertise or experience that narrows the application pool. Such placements are not typical and will be limited to situations in which the District is having difficulty filling a position. This limitation may be waived partially or totally, in order to assure the District of the highest quality instruction possible. These exceptions must be approved by the Board and will be made with extreme discretion. The superintendent shall notify the Association before making a recommendation to the Board to hire any teacher given more than five (5) years of teaching experience. The notification shall include information that supports the rationale that the hiring is for a hard-to-fill certified area or is necessary to assure the highest quality instruction possible.
  - c) A teacher who resigns their position and separates their employment for a period of 6 months or more and is then rehired by the district will be considered a NEW hire.
  - d) Only one vertical step down will be made in any one (1) year on the salary schedule in this contract as printed and signed by both parties. Teachers frozen (no vertical cell movement down) for more than one year, shall only receive one cell movement down when they make a lane change. (Example: Teacher "X," with twenty (20) years' experience is on BA+0 and frozen at Step 11, wants to move to BA+15. The teacher's correct cell is BA+15 and Step 12.)
- 13.1.4 Credit for Step Advancement:** Teachers who are hired after the school year has begun will be given credit for a full year's teaching experience for salary advancement purposes if they teach one hundred (100) days or more during that year.
- 13.1.5 Prior Notice of Intent to Change Lanes:** Teachers must notify the HR office on or before **March 1<sup>st</sup>** of any anticipated lane changes for the subsequent school year.

## SECTION 13.2 - LANE ADVANCEMENT

### 13.2.1 Requirements

- a) Any course credits and Continuing Education Units (CEUs) used for advancement on the salary schedule beyond BA/BS must be earned after the BA/BS that qualified the employee as a teacher.
- b) Any course credits and CEUs used for advancement on the salary schedule beyond MA/MS Degree must be earned after the MA/MS is achieved.
- c) For credits or CEUs to apply to lanes beyond the BA or BS lane, they must be earned after the earning of the BA or BS degree and appropriate licensure.
- d) Between the BA+0 and the BA+30 lanes, fifteen (15) semester graduate hours shall be required to move to the next lane (column) on the salary schedule.
- e) Between the MA+0 and the MA (+Max Credits) lanes, eight (8) semester graduate hours shall be required to move to the next lane (column) on the salary schedule.
- f) Continuing Education Units (CEUs) earned prior to employment with the Belgrade School district are up to the discretion of the Curriculum Director and may be substituted for a maximum of three (3) semester credits necessary to qualify for each lane change.
- g) All course credits and CEUs need to be germane to the teaching assignment.
- h) One (1) graduate semester credit shall be considered equivalent to 15 continuing education units.
- i) Ten (10) semester graduate credits shall be considered equivalent to fifteen (15) quarter graduate credits.
- j) CEUs from clinical workshops, such as ASHA sponsored, may be approved to substitute for graduate credits with the prior approval of the immediate supervisor. Such approval is at the discretion of the District.
- k) CEUs earned on a contracted day using professional leave cannot be used for lane advancement.
- l) Credit for advancement on the salary schedule may be granted for certified staff teaching specialty areas such as Agriculture, FCS, Business or Industrial Technology (CTE) at the rate of one-semester credit for every fifteen hours of approved training/education provided by an accredited training institute or program.

**13.2.2 Lane Advancement Restriction** A teacher shall not advance more than one (1) lane progression in any one (1) school year. An exception will be made upon completion of an approved Master Degree program. A teacher shall be eligible for placement on the MA lane of the salary schedule even if he/she advances more than one lane progression.

### 13.2.3 Minimum M.A./M.S./Ed.S/Ed.D/PHD Degree Requirement

- a) An advanced degree must be in the field of Education and completed through an accredited institution of Higher Learning, as recognized by the Office of Public Instruction (OPI) for certification.
- b) All teachers must submit a request for approval of their Advanced Degree program on a District provided form to assure their selected MA/MS degree program will qualify for the lane advancement on the salary schedule. This form is to be turned in to the Directors of Curriculum and Human Resources.

- c) If the request for approval is denied by the Curriculum Director, it may be appealed to the Superintendent. The teacher will be able to appeal the Superintendent's decision to the Board with the results being final.
- d) Teachers achieving their Education Specialist (Ed.S) degree or an equivalent degree in the field they are employed will receive an annual stipend of \$1000, to be terminated on completion of a Doctorate Degree.
- e) Certified employees achieving their Doctorate (PHD), Educational Doctorate (Ed.D), or an equivalent degree in the field that they are employed shall receive a \$2,000 annual stipend.

**13.2.4 Effective Date:** Individual contracts will be modified to reflect qualified lane changes once every year effective at the beginning of the school year providing that a transcript listing qualified credits is submitted to the District's business office no later than September 1 of each school year. Courses not completed on September 1 shall not be considered until the following school year. If a transcript is not available by September 1, other satisfactory evidence of successful completion of the course by September 1 will be accepted pending receipt of the official transcript. However, any pay adjustment shall not be made until the official transcript is received. Such pay adjustment shall be effective the month after the official transcript is received and be retroactive to the start of the contract year.

**13.2.5 Intent to Change Lanes:** Teachers must notify the HR office on or before **March 1<sup>st</sup>** of any anticipated lane changes for the subsequent school year. Prior to September 1st of each school year, a teacher must provide the District Human Resources office with the required compilation of transcripts and CEU documents with a summary of qualifying credits to support the lane change.

**13.2.6 Notification:** The District shall give written notification to each teacher in the bargaining unit of the teacher's lane and step placement and salary for teaching duties for the forthcoming school year. Such notification shall be given to the teacher no later than September 20th of each school year or, if an Agreement is being negotiated, within thirty (30) days of ratification of the Agreement.

**13.2.7 Prior Approval Recommended:** For credits and continuing education units to be recognized for lane advancement on the salary schedule, the credits and continuing education units must be germane to the teaching assignment or an anticipated teaching assignment. It is strongly suggested to obtain a written pre-approval from the Curriculum Director prior to taking specific additional coursework or training for lane advancement purposes. A teacher who takes additional training or course work without obtaining pre-approval takes said course work at his or her own risk without guarantee of salary advancement.

## SECTION 13.3 - EXTRA DUTY SCHEDULE AND PAY

**13.3.1 Stipend Amount:** Extra duty pay as set forth in Appendix "B" and "C" shall be in addition to the basic salary.

**13.3.2 Qualifier:** The amounts shown for extra duty assignments in Appendix B and C do not obligate the District to actually schedule the student or educational activity. In addition, the number of employees, if any, selected for an extra duty activity is at the discretion of the District.

**13.3.3 Longevity Factor:** The District reserves the right to give credit for years of applicable service outside the District for a specific student activity.

- a) Experience credit is based on three categories for each program area. They are: Head position, High School Assistant (9-12), and Elementary (K-8).



- b) Longevity experience can be carried down within a program area, but not up. Example: A head coach experience is counted for someone wishing to serve as an assistant coach or elementary coach in the same program. Elementary and Middle school experience is only accumulated for the elementary longevity category and will not apply at the high school level.
- c) Experience is granted only within the assignment for each specific program area (Example: A golf coach with 10 years of in-district service in that position, but with no Football Coaching experience is hired to be a Football Coach. For the Football assignment, he or she would have 0 (zero) years of in-district experience.)
- d) Experience will not be specific to gender. Example: A person who is the Girls' assistant basketball coach for four years, then moves to assistant Boys' basketball for one year, would accumulate five years of assistant basketball coaching.

**13.3.4 National Board Certified Teacher or Counselor:** The District shall pay a teacher or counselor an annual stipend of \$2,500 for the life of the certificate of a District and National Board of Professional Teaching Standards certified employee. The following District criteria must be met for a teacher or counselor to be eligible for the annual stipend:

- a) The Field of Certification must be approved by the District.
- b) The teacher or counselor certification as a National Board Certified Teacher or Counselor must be renewed before the expiration period. Failure to renew the certification shall result in the cancellation of the annual stipend.
- c) A teacher or counselor may choose to use any of the work completed to obtain National Board Certification for a lane change on the salary schedule, or for this stipend, but not both.

**13.3.5 National Certification:** The District shall pay an annual stipend of \$2,500 for the life of the certificate of a certified employee who holds the following certificates:

- a) Occupational Therapists
- b) School Psychologists
- c) Speech Language Therapists
- d) BCBA
- e) Orientation and Mobility
- f) Physical Therapists

**13.3.6 Committee:** An extra duty stipend committee consisting of 3 BEA representatives (one from High School, one from Middle School and one from Elementary); BEA president; the High School or Middle School Principal, the High School AD; and two school board members will meet prior to November 30th of each year and again prior to March 30th of each year to review any new stipends or placements.

## SECTION 13.4 - EXTENSION OF REGULAR CONTRACT

Counselors, special education teachers, EL teachers, specialists (OT, PT, SLP, and school psychologists), and nurses may be allowed up to five (5) extra days beyond the normal contract year pending the approval of the building principal and/or department director. Any additional extra days must be approved by the direct supervisor on an as needed/requested basis. Approved extra days will be paid at the employee's daily rate of pay.



## SECTION 13.5 - SALARY PAYMENTS

Each teacher will receive his/her contract salary in twelve (12) payments. The last three (3) checks of the year shall be distributed on the last working day of the school year for teachers.

## SECTION 13.6 – SCHOOL YEAR AND CONTRACT DAYS

- 13.6.1** The Belgrade School District #44 School Board retains absolute and complete authority to set the number of days in the school year as limited and outlined in Montana School Law.  
[https://leg.mt.gov/bills/mca/title\\_0200/chapter\\_0010/part\\_0030/section\\_0010/0200-0010-0030-0010.html](https://leg.mt.gov/bills/mca/title_0200/chapter_0010/part_0030/section_0010/0200-0010-0030-0010.html)
- 13.6.2** Remuneration for school days in excess of one hundred eighty-seven (187) will be the result of the negotiations between the Board or its designees and the Association.
- a) Teacher compensation for days other than those listed in this CBA are the prerogative of the School Board.
  - b) Teachers being awarded their first contract with the district will be required to participate in New Teacher Induction prior to the start of the school year, (bringing the total days to 188). Remuneration for New Teacher Induction day can be traded out for one day of the MFPE convention or equivalent CEUs.

## SECTION 13.7 - STAFF DEVELOPMENT

- 13.7.1 Teacher Retraining:** In order to provide appropriate educational programs for students, the district may find it necessary to retrain a teacher in a subject area for which the teacher is not currently licensed. If a teacher complies with a district initiated teacher-retraining request, the superintendent is authorized to approve some or all of the following as appropriate:
- a) District payment or reimbursement of the tuition for all courses required by the college for state licensure for subject area sought by the district.
  - b) District payment or reimbursement of room and board for all courses required by the college for state licensure in the subject area sought by the district or a stipend amount equivalent to the room and board charge for each day of classroom attendance.
  - c) Use of a district owned vehicle for travel to the campus or mileage reimbursement, whichever is more appropriate.
  - d) Advancement for all credits earned in the pursuit of the licensure subject area regardless whether the credits are graduate or undergraduate.
  - e) At the discretion of the Curriculum Director and/or the Superintendent, for District-directed initiatives (such as RTI, MBI etc.) appropriate, ongoing professional development will be provided at no cost to the teacher. All such trainings are for the purpose of providing quality instruction to teachers and are intended to be of the highest quality possible.
  - f) At the discretion of the Curriculum Director and/or the Superintendent, for Advanced Placement (AP) teachers, training will be provided through the geographically nearest College Board-sponsored offering under one of two circumstances:
    - i. The AP Exam has been revised, or,
    - ii. A new teacher has been assigned to teach an AP course.
    - iii. If a teacher chooses to attend a College Board-sponsored training at greater cost or distance, they will be reimbursed

at a flat rate which is calculated based on the nearest offering and,

- iv. Current teachers will be sent to refresher training on a scheduled rotation of five (5) years as budget allows.
- v. Additional teachers will be sent for training as budget allows.

g) This section applies only to teacher retraining or teacher education activities that are initiated or requested by the District. Approval of credits for lane advancement under other sections and/or subdivisions of this Agreement do not constitute a district-initiated request for this section.

**13.7.2 Undergraduate Credits:** Undergraduate courses not previously used for a lane change and germane to the teaching assignment may be reimbursed at \$80 per semester hour credit if not used for lane advancement. All such courses must be approved in advance by the District.

## SECTION 13.8 – EDUCATIONAL PROJECT RATE

The educational project rate found in Schedule C is intended to be used for special educational project work requested by the District. The use of the extra-compensation is at the complete discretion of the District. The following guidelines apply to the education project pay:

- a) The educational project work to be compensated shall be in addition to the work for which the District has already compensated the employee with an annual salary.
- b) The educational project work to be compensated must be requested and approved by the superintendent prior to the work being performed.
- c) Failure to gain prior approval from the superintendent for proposed educational project work shall invalidate any potential claim against the District.

## SECTION 13.9 - PART-TIME SUBSTITUTION:

The following rules shall apply to certified employees covered under this bargaining agreement who substitute for an absent teacher during their preparation time and/or regular duty assignment:

- 13.9.1** The building principal must request and approve the substitution work. Substitution is defined as taking on additional students or covering a class. However, the assignment is voluntary.
- 13.9.2** The substitution work must be during a time block that the absent teacher is scheduled to instruct students and who is using leave for their absence.
- 13.9.3** All certified employees covered under this bargaining agreement performing substitution work shall be compensated at either: the hourly rate equal to that of a certified substitute teacher or on an "in-lieu-of" basis as defined below. The hourly rate shall be equal to 1/6 the prorated daily rate of pay of a certified teacher substitute and will be paid out the month after the substitution work was completed.
- 13.9.4** With the Supervisor's approval, any 5-12 certified employees covered under this bargaining agreement may elect to be compensated on an "in-lieu-of" basis. For each six (6) classroom hours of part-time substituting, the certified employee may elect to take one day of additional personal leave up to a maximum of three (3) additional personal leave days per contract year at no cost to the employee. This leave may be added to the individual's personal leave pool.
- 13.9.5** With the Supervisor's approval, any K-4 certified employees covered under this bargaining agreement may elect to be compensated on an "in-lieu-of" basis.

Certified employees covered under this bargaining agreement can earn compensation by taking on additional students or covering a classroom if they do not have their own classroom. After the equivalent of the addition of one whole class for one whole day of coverage, an employee can earn an additional personal leave day up to a maximum of three (3) personal leave days per calendar year at no cost to the employee. If an employee takes 1/3 additional students from an absent teacher 3 times, that employee can elect to earn one additional personal leave day. This leave may be added to the individual's personal leave pool.

## **ARTICLE XIV - STAFF EVALUATION**

### **SECTION 14.1 - UNIFORM SYSTEM**

The District will maintain a uniform evaluation instrument for all certified employees and the right to develop uniform evaluation instruments for individual groups of the bargaining unit. The District will seek input from a committee affected by an evaluation instrument before implementation or changing of same. The committee will consist of a select group of teachers/specialists chosen by the BEA and members of District leadership selected by the Superintendent.

### **SECTION 14.2 – REQUIREMENTS**

Except as provided in this Article, evaluation and evaluation procedure shall be a matter of District policy and shall not be a part of this agreement. Employee evaluations will be subject to the following process:

- 14.2.1 Assumptions:** All ratings and remarks on the evaluation instrument must be substantiated by direct observation and/or investigation.
- 14.2.2 Prior Knowledge:** Teachers will be aware of evaluation instruments to be used prior to the evaluation.
- 14.2.3 Evaluation Instruments:** Evaluation instruments will not change except under the provision stated in Section 14.1.

### **SECTION 14.3 – OVERVIEW**

Teachers shall be evaluated consistent with the following:

- 14.3.1 Conference:** The evaluator will hold a conference with the teachers within two (2) weeks following any formal observation. A copy of the observation report will be provided to the teacher within two (2) weeks of completion of the observation.
- 14.3.2 Personnel File:** Evaluation reports to be placed in the teacher's permanent file shall be discussed between the teacher and the evaluator and shall be signed by the teacher to signify his/her notification that the item will be placed in the file. The teacher shall be provided a thirty (30) calendar day opportunity to write a rebuttal to the evaluator's conclusions to be attached to the evaluator's report. The teacher shall receive a copy of the final document.
- 14.3.3 File Access:** Each teacher shall have the right, upon request, to review his/her personal file. A representative of the Association may accompany the teachers in this review. No item shall be placed in a teacher's file without notification.
- 14.3.4 Prior Knowledge:** All formal observations shall be conducted openly and with

the teacher's full knowledge and awareness.

- 14.3.5 Continuous Evaluations:** Evaluation will continue regularly throughout the teacher's service, although the supervisory burden will naturally be greatest in the earlier years of teaching service. It is the expectation of the District that building principals routinely observe all teachers' instruction on an annual basis. The non-tenure teacher and any teacher on probation must be observed a minimum of twice yearly and receive a comprehensive annual evaluation. Tenured teachers will continue to improve their instructional and leadership skills through annual goal- setting that includes descriptions of how the teacher/educator will seek continued improvement. The principal and/or supervisor will work closely with the educator to establish projects, leadership opportunities and/or strategies for continued growth in the profession or to determine that the educator is interested in pursuing the traditional evaluation process. This process may replace the traditional observation/evaluation procedure for not more than three (3) consecutive years. The principal may invoke the traditional observation/evaluation procedure at any time deemed necessary. The traditional procedure for a tenured teacher will minimally include one observation and the summative evaluation.

## SECTION 14.4 – CAMERAS IN INSTRUCTIONAL SPACES

- 14.4.1** Surveillance cameras and related equipment shall not be used in instructional spaces during instructional time without the knowledge of the teachers in the areas and of the Union.
- a) An exception is reasonable suspicion of criminal misconduct or illegal activity as determined by the Superintendent, Human Resources, Union Representation, and the District's Attorney.
- 14.4.2** The primary purpose of surveillance cameras is to secure the buildings. Surveillance equipment is not meant to observe employee performance.
- 14.4.3** In the event surveillance cameras are installed in student instructional areas, the following procedures shall apply:
- a) Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct, student misconduct or security violations or incidents.
  - b) If the review of data reveals alleged incidents of employee misconduct, the Employee and a BEA representative may review the data depicting the alleged employee misconduct with Administration. Any discipline that may be imposed against the Employee as a result of the misconduct investigation shall be in accordance with the applicable provisions of the Collective Bargaining Agreement and/or District policy.

## ARTICLE XV - CURRICULUM STUDY COMMITTEE

### SECTION 15.1 - PROCEDURE FOR SUGGESTED CURRICULUM AND INSTRUCTION

A curriculum study committee shall assist the Curriculum Coordinator with the research, study, planning, and suggestions in regard to anticipated changes in curriculum. The membership on this committee will be flexible depending on the areas being studied.

### SECTION 15.2 – RECOMMENDATIONS

The committee will make firm recommendations to the appropriate Administrator, School Board, and Association members on revisions in the curriculum and instruction.

## **ARTICLE XVI - DEPARTMENTAL AND GRADE LEVEL RESPONSIBILITIES**

### **SECTION 16.1 - DEPARTMENT HEADS AND GRADE LEVEL REPRESENTATIVES**

- 16.1.1 Subject Areas:** Department heads shall be selected for Language Arts, Foreign Language, Mathematics, Fine Arts, Career/Technology Education, Social Studies, Health Enhancement, Student Counseling, Special Education, and Science for the high school and middle school.
- a) Department heads will be selected by a method mutually agreed to by the building staff and building principal.
  - b) Department heads must have a minimum of three (3) years teaching experience in their subject area.
- 16.1.2 Grade Level Representatives:** Representatives shall be selected for each grade level in every elementary administrative unit in the District. Representatives will be selected by a method mutually agreed to by the building staff and building principal. Representation needs may change based on the priority set by the building or district in supporting student achievement.
- 16.1.3 Monthly Meetings:** Department heads and representatives will meet with the building principal each month. The meetings shall be used to discuss educational and administrative issues that relate to the education programs, student activities, or faculty concerns appropriate for the administrative unit.
- 16.1.4 Minimum Membership:** There will be at least three (3) member teachers in each department unless approved by the superintendent.
- 16.1.5 Stipend Amount:** The amount of a stipend paid to a department head or representative shall, generally, reflect the number of faculty members represented.
- 16.1.6 District Building Members:** Other department heads or grade level representatives not found above may be created by the superintendent on an as needed basis.

## **ARTICLE XVII - REDUCTION IN FORCE**

### **SECTION 17.1 – PROCEDURE**

In the event the District determines it necessary to reduce staff, the provision of this Article shall apply.

### **SECTION 17.2 – EFFECT**

Nothing in this Article shall be construed to limit the authority of the District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff. Therefore, such actions shall not be subject to the grievance procedure provided in this Agreement. A teacher, however, may grieve concerning the establishment of his/her seniority date, or the order of layoff as provided in this Agreement. It is further understood and agreed by the parties that the termination of teachers is governed by Montana Statutes and nothing herein shall be construed to modify or limit, the District's statutory rights or the Teacher's statutory rights as provided by Montana Law.

## SECTION 17.3 - DEFINITIONS

- 17.3.1 Teacher:** The term teacher used herein shall refer only to tenured teachers, regularly employed at least half time by the District.
- 17.3.2 Qualified:** Qualified means a tenured teacher who is certified by the State Office of Public Instruction for a position established by the District, and who has taught in such subject Matter category for at least one semester while a member of the staff of the District. Qualified also means a teacher who has worked or taught a semester or more in the District in a subject not requiring a specific teaching certificate
- 17.3.3 Subject Matter:** Subject matter shall mean such categories as are determined by the State Office of Public Instruction for certification purposes.
- 17.3.4 Days:** Days means teacher duty days, unless otherwise stated.

## SECTION 17.4 - SENIORITY

- 17.4.1 Seniority** shall mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the District including an authorized leave of absences allowed by the District pursuant to this Agreement.
- 17.4.2 Probationary teachers** shall not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to a teacher's first day of continuous service. Continuous service shall include a teacher who is under contract for more than ninety (90) days in a single school year. Long-term substitute service under contract, immediately prior to regular contract service, shall be counted toward a teacher's seniority.
- 17.4.3 Continuous Service:** In determining the list of seniority, an employee whose employment has been legally terminated by resignation or terminated but whose employment was subsequently reinstated without interruption, shall be deemed continuous service.
- 17.4.4 Maintain Seniority:** Certified teachers employed by the District in professional positions outside the teacher's unit, i.e., administrators, shall maintain seniority in the teacher's unit consistent with total administrative and teaching service in the District, provided the administrative employee is qualified and certified as described herein.
- 17.4.5 Layoff:** In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by the lowest folio number (number used by OPI to register a teacher's certification) of a teacher's educator license – i.e., the lowest folio number shall have the highest seniority.

## SECTION 17.5 - SENIORITY LIST

- 17.5.1** On or about December 1st of each school year, the District shall compile a seniority list, (by date of employment, name and current assignment), to be prepared from its records. It shall send an electronic copy to all certified employees.
- 17.5.2** Any person whose name appears on such list, and who may disagree with the findings of the District, and the order of seniority on said list, shall have fourteen (14) days from the date of dispersal, to supply written documentation,

proof, and request for seniority change, to the District Office. The Association shall approve or disapprove any such change in the Seniority List.

**17.5.3** Within fourteen (14) days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list, and make such changes as the District deems warranted. The final seniority list shall thereupon be prepared by the District, and shall be sent as an electronic document out to certified staff members. Such a list shall be binding on the District and all teachers shown thereon. Each year, thereafter, the District shall cause such a seniority list to be updated. Such list shall govern the application of Reduction in Staff until this Article is thereafter revised.

**17.5.4** Any person disagreeing with the final seniority list, prepared pursuant to 17.5.3, above, may pursue the matter through the Grievance Procedure provided by Article 4.

## **SECTION 17.6 - VOLUNTARY LAYOFF**

Senior teachers may accept voluntary layoff during a period when the District is placing tenured teachers on layoff. Teachers accepting voluntary layoff will, as do all teachers on layoff, continue to accrue seniority. Voluntary layoff shall be for a period of the succeeding school year unless altered by mutual agreement. Teachers wishing to be recalled from voluntary layoff for the next school year shall give the District Office written notice of this intention by the preceding February 1st.

## **SECTION 17.7 - ORDER OF LAYOFF**

Qualified teachers shall be placed on layoff in inverse order of seniority. The District retains, consistent with the provisions of this Agreement, the right to assign teachers to positions for which they are certified.

**17.7.1** In the event of a staff reduction, tenured teachers shall not be placed on layoff if there is a probationary teacher employed in a position requiring the same certification.

**17.7.2** If the determined reduction is not accomplished by 17.7.1 hereof, then the District may place on layoff tenured teachers in order of inverse seniority within certification and qualification as defined in this Article.

## **SECTION 17.8 – RECALL**

**17.8.1** No new teacher shall be employed by the District in a position for which a tenured teacher is licensed. Tenured teachers shall first be recalled to vacant positions in inverse order from that in which said teacher was placed on layoff, providing that such teacher possess necessary certification for the position.

**17.8.2** When placed on layoff, a teacher shall maintain a current address with the District and if a position becomes available for the teacher on layoff, the District shall provide written notice by Registered Mail, Return Receipt Requested. If, after five (5) days from the date of sending the Registered Letter, the District is unable to effect delivery of a Registered Letter, Return Receipt Requested, at the last address left with the District, the District shall send a notice by Certified Mail, and the fourteen (14) day period provided herein, shall commence running at the time the notice by Certified Mail is sent.

The teacher shall have fourteen (14) calendar days from the date of receipt of such notice to accept re-employment. Failure on the part of the teacher to

accept re-employment within fourteen (14) calendar days of receipt of recall notice, or failure of the teacher to report for duty within thirty (30) days of the receipt of recall notice, shall constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.

- 17.8.3** Re-employment rights shall automatically cease thirty (30) months from the date of layoff and no further rights to reinstatement shall exist.

## **SECTION 17.9 – REALIGNMENT**

Nothing in this Article shall require the District to reassign a senior teacher to a different teaching field in which they are licensed to accommodate the seniority claims of a junior teacher nor shall it require the District to assign a senior teacher to a substantially different grade level assignment.



## ARTICLE XVIII: ACKNOWLEDGMENT OF RATIFICATION

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

### FOR BELGRADE SCHOOL DISTRICT NO. 44:

Frank Stock, Chair of the Board



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### FOR BELGRADE EDUCATION ASSOCIATION:

Rebecca Croghan, Association President



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This Agreement was ratified by the local unit of the Belgrade Education Association on this 3<sup>rd</sup> of February, 2023, and by the Board of Belgrade School District No. 44, on this 13<sup>th</sup> of February, 2023.

## APPENDIX A: CERTIFIED PAY MATRIX

Belgrade School District							
Certified Pay Matrix FY2023 – 2024 (as agreed upon)							
Each cell of the FY2022-2023 Matrix Received an Increase of \$1000 & Cell BA 2 is at \$40K							
	BA	BA+15	BA+30	MA	MA+8	MA+16	MA+24
Step	Salary	Salary	Salary	Salary	Salary	Salary	Salary
2	\$40,000*	\$40,768	\$42,090	\$43,263	\$44,270	\$44,992	\$45,538
3	\$40,637	\$41,954	\$43,318	\$44,471	\$45,508	\$46,252	\$46,814
4	\$41,819	\$43,178	\$44,584	\$45,715	\$46,783	\$47,549	\$48,128
5	\$43,038	\$44,439	\$45,890	\$47,050	\$48,096	\$48,886	\$49,482
6	\$44,295	\$45,740	\$47,236	\$48,316	\$49,449	\$50,262	\$50,877
7	\$45,592	\$47,082	\$48,625	\$49,676	\$50,843	\$51,680	\$52,313
8	\$46,929	\$48,467	\$50,058	\$51,076	\$52,278	\$53,140	\$53,792
9	\$48,308	\$49,894	\$51,536	\$52,519	\$53,756	\$54,645	\$55,316
10	\$49,731	\$51,367	\$53,060	\$54,004	\$55,279	\$56,194	\$56,886
11	\$51,198	\$52,885	\$54,631	\$55,534	\$56,848	\$57,790	\$58,502
12		\$54,452	\$56,253	\$57,110	\$58,463	\$59,434	\$60,167
13		\$56,067	\$57,922	\$58,733	\$60,127	\$61,127	\$61,882
14		\$57,734	\$59,649	\$60,406	\$61,841	\$62,870	\$63,649
15			\$61,428	\$62,128	\$63,606	\$64,666	\$65,468
16			\$63,263	\$63,902	\$65,424	\$66,516	\$67,342
17			\$65,155	\$65,729	\$67,297	\$68,422	\$69,272
18				\$67,610	\$69,226	\$70,385	\$71,261
19					\$71,212	\$72,406	\$73,308
20					\$73,259	\$74,488	\$75,418
21						\$76,633	\$77,590
22						\$78,842	\$79,828
23						\$81,117	\$82,133
* cell was adjusted up to \$40,000 for recruiting in 2023							

**Fiscal Year 2022-23**

- Each cell in the Fiscal Year 2020-21 Certified Pay Matrix will receive an additional \$1,000 and no percentage increase.
- The first cell on the matrix was increased to \$40,000.

<b>Belgrade School District</b>							
<b>Certified Pay Matrix FY2024 – 2025 (as agreed upon)</b>							
<b>Each cell of the FY2023-2024 Matrix Received an Increase of \$1000</b>							
<i>*Contingent on the passage of the May 2023 general fund mill levy at both HS and Elementary</i>							
	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+8</b>	<b>MA+16</b>	<b>MA+24</b>
<b>Step</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>
<b>2</b>	\$41,000	\$41,768	\$43,090	\$44,263	\$45,270	\$45,992	\$46,538
<b>3</b>	\$41,637	\$42,954	\$44,318	\$45,471	\$46,508	\$47,252	\$47,814
<b>4</b>	\$42,819	\$44,178	\$45,584	\$46,715	\$47,783	\$48,549	\$49,128
<b>5</b>	\$44,038	\$45,439	\$46,890	\$48,050	\$49,096	\$49,886	\$50,482
<b>6</b>	\$45,295	\$46,740	\$48,236	\$49,316	\$50,449	\$51,262	\$51,877
<b>7</b>	\$46,592	\$48,082	\$49,625	\$50,676	\$51,843	\$52,680	\$53,313
<b>8</b>	\$47,929	\$49,467	\$51,058	\$52,076	\$53,278	\$54,140	\$54,792
<b>9</b>	\$49,308	\$50,894	\$52,536	\$53,519	\$54,756	\$55,645	\$56,316
<b>10</b>	\$50,731	\$52,367	\$54,060	\$55,004	\$56,279	\$57,194	\$57,886
<b>11</b>	\$52,198	\$53,885	\$55,631	\$56,534	\$57,848	\$58,790	\$59,502
<b>12</b>		\$55,452	\$57,253	\$58,110	\$59,463	\$60,434	\$61,167
<b>13</b>		\$57,067	\$58,922	\$59,733	\$61,127	\$62,127	\$62,882
<b>14</b>		\$58,734	\$60,649	\$61,406	\$62,841	\$63,870	\$64,649
<b>15</b>			\$62,428	\$63,128	\$64,606	\$65,666	\$66,468
<b>16</b>			\$64,263	\$64,902	\$66,424	\$67,516	\$68,342
<b>17</b>			\$66,155	\$66,729	\$68,297	\$69,422	\$70,272
<b>18</b>				\$68,610	\$70,226	\$71,385	\$72,261
<b>19</b>					\$72,212	\$73,406	\$74,308
<b>20</b>					\$74,259	\$75,488	\$76,418

21						\$77,633	\$78,590
22						\$79,842	\$80,828
23						\$82,117	\$83,133

## APPENDIX B: ANNUAL EXTRA DUTY SCHEDULE

### Appendix B: Annual Extra Duty Schedule

		Index	Base Salary
		1	\$41,000
High School			
Level		Index	Base Salary
XXXX	Athletic Trainer (Year Round)	0.581	\$25,717
	(Index factored of base MA)	(MA)	
1	Basketball Head Coach	0.175	\$7,175
	Football Head Coach		
2	Cross Country Head Coach	0.156	\$6,396
	Soccer Head Coach		
	Softball Head Coach		
	Baseball Head Coach		
	Track Head Coach		
	Volleyball Head Coach		
	Tennis Head Coach		
	Wrestling Head Coach		
	Speech and Debate Head Coach		
	Cheer (Fall/Winter) Head Coach		
	High School Choir Director		
	High School Band Director		
	High School Orchestra Director		
3	Golf Head Coach	0.122	\$5,002
	Swim Head Coach		

	FFA Fall/Winter	0.122	\$5,002
	FFA Spring/Summer		
	Prostart		
4	Basketball Assistant Coach	0.102	\$4,182
	Cross Country Assistant Coach		
	Football Assistant Coach		
	Golf Assistant Coach		
	Soccer Assistant Coach		
	Softball Assistant Coach		
	Baseball Assistant Coach		
	Strength & Conditioning Coach (Fall, Winter, Spring)		
	Track Assistant Coach		
	Volleyball Assistant Coach		
	Wrestling Assistant Coach		
	Speech and Debate Assistant Coach		
	Tennis Assistant Coach		
	Cheer Assistant Coach (Fall/Winter)		
5	Theater Director (per production)	0.097	\$3,977
6	Special Olympics (not MHSA)	0.078	\$3,198
7	BPA	0.053	\$2,173
	FCCLA		
	NHS		
	Robotics Club Advisor		
	Key Club Advisor		
	Sports Broadcasting Club		
	Academic Olympics		
	Flute Choir		
	Marching Band		
	Rock Orchestra		
	Pep Band		
	Chanson		
	Azules		

	Theater Tech Director (per production)	0.053	\$2,173
	Theater Music Director (only during musicals)		
	Science Olympiad		
	Student Council Advisor		
	Color Guard Coach (Fall & Winter)		
	Panther Perk Advisor (Fall, Winter, Spring)		
	Concessions Advisor (Fall, Winter, Spring)		
	Dance Team Advisor		
8	Class Sponsor 11th	0.039	\$1,599
	Writing Center Coordinator		
9	Class Sponsor 12th	0.024	\$984
	Spanish Club Advisor		
	French Club Advisor		
	Annual Club Advisor		
	HOSA Advisor		
	Art Club Advisor		
10	Intramurals: Co-Rec1	0.014	\$574
	Intramurals: Co-Rec1		
	Intramurals: Co-Rec3		
11	Link Crew (Max of 4 Advisors)	0.005	\$205
		Index	Base Salary
		1	\$41,000
<b>Middle School</b>			
Level		Index	Base Salary
1	7/8 Football Coach	0.073	\$2,993
	7/8 Volleyball Coach		
	7/8 Cross Country Coach		
	7/8 Basketball Coach		
	7/8 Wrestling Coach		
	7/8 Track Coach		
2	Theater Director	0.055	\$2,255

3	5/6 Volleyball Coach	0.047	\$1,927
	5/6 Basketball Coach		
4	Speech/Debate	0.042	\$1,722
	Student Council Advisor (one per grade)		
	Science Olympiad		
	Science Bowl		
	Builders Club		
	Band		
	Choir		
	Orchestra		
5	5/6 Track Days	0.008	\$328
<b>Elementary</b>			
Level		Index	Base Salary
1	K-4 Music	0.032	\$1,312
<b>Longevity Factor</b>			
	<b>Years Relevant Experience</b>	<b>Factor</b>	
	0-3	1	
	4-7	1.04	
	8-11	1.08	
	12-15	1.13	
	16+	1.18	
	Base salary x index x longevity factor = Pay		

### APPENDIX C: DISTRICT-DIRECTED ACTIVITIES

High School	Stipend
Department Heads --Annual Stipend	Base Stipend: \$700
	plus \$200/teacher over 3 (including dept head)
	Stipend capped at \$2100
CTE Organizational Efforts:	\$356
(each 1.0 FTE CTE teacher, capped at 10 FTE)	

Middle School	
Department Heads--Annual Stipend	Base Stipend: \$500
	plus \$100/teacher over 3 (including dept. head)
	Stipend capped at \$1200
Middle School Teacher Leaders (Pod Leaders)	\$800
District Wide	
Board Approved District Initiatives (Committees)	
<i>Committees held outside of contract hours and set by the Superintendent.</i>	
	\$800
*EPT (1 stipend/building)	
Teachers on Special Assignment	
Level One (administrative)	\$6,000
Level Two (Instructional)	\$4,000
National Board Certified Teacher or Counselor	\$2,500
National Certification for:	
*Occupational Therapists	
*School Psychologists	
*Speech Language Therapists	\$2,500
*BCBA	
*Orientation and Mobility	
*Physical Therapists	
Education Specialist (Ed.S) or equivalent degree	\$1000
Doctorate (Ph.D) or Educational Doctorate (Ed.D) <del>\$2000</del> iuyzpx\$nikvi	\$2000
Hourly Rates (Pay)	
Driver's Education	\$34.00
Education Project Rate	\$27.00
Summer School Rate	\$30.00

## APPENDIX D: MOUs and ongoing discussions

### LEVY EFFORT COMMITTEE

Both parties agree to work together in an effort to put forward and educate the public on upcoming operational levies, beginning February 2021.