

COLLECTIVE BARGAINING AGREEMENT

Between

**BOARD OF TRUSTEES
Great Falls School District No. 1 & A**

and

**GREAT FALLS EDUCATION
ASSOCIATION**

**School Years
2023-2025**

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NEGOTIATED AGREEMENT
between
THE BOARD OF TRUSTEES OF SCHOOL DISTRICT No.1 and A
and
THE GREAT FALLS EDUCATION ASSOCIATION

ARTICLE 1 - DEFINITIONS

- A. **ASSOCIATION:** The Great Falls Education Association
- B. **BOARD:** The Board of Trustees of Great Falls Elementary School District No. 1 and Great Falls High School District A or their designated agents or representatives.
- C. **AGREEMENT:** The Negotiated Agreement entered into and formally ratified by the Association and the Board.
- D. **DISTRICT:** The term "District" shall refer to what is commonly known as the Great Falls Public Schools.
- E. **APPROPRIATE UNIT:** The Appropriate Unit shall consist of all employees of the Board who are licensed or whose positions require such licensure as provided in Section 20-4-106 and 20-4-111 MCA. (2023)

The Appropriate Unit shall exclude: superintendents, executive directors, administrative assistants, directors, assistant directors, principals, associate principals, supervisors, consultants, coordinators, and those positions as listed in the separate Appendix A attached hereto. (2023)
- F. **TEACHER:** Unless otherwise specified, the term "teacher" as used hereinafter in this Agreement shall refer to an employee within the Appropriate Unit as defined in Section 1.E of this Article.
- G. **COLLECTIVE BARGAINING ACT:** The Collective Bargaining for Public Employees Act, Sections 39-31-101 through 39-31-409, MCA.
- H. **SUPERINTENDENT:** The term "Superintendent" shall refer to the chief administrative officer of the Board or to the Superintendent's designee.
- I. **AGGREGATE ENROLLMENT:** Average daily enrollment of student days =Sum (Day 1:Day 90)/90.
- J. **STANDARDS OF ACCREDITATION OF MONTANA SCHOOLS**
 - Grades K-2 20 students
 - Grades 3-4 28 students
 - Grades 5-12 30 students

ARTICLE 2 - RECOGNITION OF REPRESENTATIVE

- A. **RECOGNITION:** The Board recognizes the Association as the exclusive representative of the employees in the Appropriate Unit for the purposes set forth in the Collective Bargaining Act.

ARTICLE 3 - RIGHTS OF THE BOARD

- A. **MANAGEMENT RIGHTS:** It is understood and agreed that all functions, rights, powers, or authority of the administration of the District which are not limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the provisions of this Agreement. Neither this Agreement nor the act of meeting, conferring, and negotiating shall be construed to be a delegation to others of the policy-making authority of the Board, which authority the Board specifically reserves unto itself. The management of the

District and the direction of its employees are vested exclusively in the Board in all such areas but not limited to the following:

1. Direct employees covered by this Agreement;
2. Hire, retain, promote, transfer, suspend, discharge, and assign employees;
3. Relieve employees from duty because of lack of work or loss of revenue;
4. Establish, modify, delete, and enforce reasonable rules and regulations;
5. Determine the method, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the right to designate the work to be performed by the District or others and the places and the manner in which it is to be performed.

ARTICLE 4 - ASSOCIATION RIGHTS

A. NON-JEOPARDY AND RIGHT TO ORGANIZE: It shall be the right of teachers to join and support the Association for the purposes of negotiating with the Board of Trustees, or its duly selected representative, with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing, maintaining, protecting, and improving educational standards and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining Act. The Board agrees that it shall not deprive any teacher of the rights conferred by this Agreement or the Collective Bargaining Act.

B. INFORMATION:

1. The Board recognizes the necessity for the Association to have in its possession information to maintain the Agreement and prepare for negotiations; therefore, upon written request to the Office of the Superintendent, one copy of the materials listed below will be furnished to the Association by the Board at no cost within ten days of the receipt of the request, provided such materials are available.
 - a. Final General Fund Budgets
 - b. Annual Report of District Clerk
 - c. Fall Report of Licensed Personnel
 - d. Agenda and Minutes of Board Meetings
 - e. Administrative Regulations
 - f. School Census Reports
 - g. Names, Addresses, Phone Numbers, and Salaries of Teachers
 - h. any other information required by law
2. The Association, upon written request to the Superintendent or designee, shall also be furnished information or access to information that is of a public nature and is available. For such information the Board may, at its option, charge the Association for the cost of preparing or providing copies of the information.

C. ASSOCIATION ACCESS TO BUILDINGS

1. Upon notification to the building principal or supervisor, the duly authorized representatives of the Association and its respective affiliates may transact official Association business on school property at reasonable times, provided that there is no disruption of the educational process or of a teacher's assigned duties. It is the responsibility of the above-mentioned representatives to report their presence to the office of the building principal or supervisor before their conference with any teacher.
2. Upon request to and approval by the building principal or supervisor, Association meetings may be conducted on school property at reasonable times and hours, provided such meetings or building use do not interfere with the education process, which includes duty day, or normal school functions. Denial may be made if requests for meetings are considered excessive. Denial may be made for reasons of proper commitment of the facilities requested or previously scheduled faculty meetings. If the time requested is during a time when no custodial staff is on duty in the requested school or where such use will cause overtime for the custodial staff, the Association will have the option of changing the time or paying a charge for usage that is consistent with Board policy.
3. It is understood that the Board may grant the Association additional access from time to time to teachers during the teacher's duty day.

D. COMMUNICATION

The Association shall have the right to use the District email, inter-school mail facilities, and school mailboxes, provided that this does not interfere with or interrupt normal school operations. The School District will not be responsible if GFEA, Local 7583, mail is inadvertently not delivered. School mail may not be used by the Association for the purpose of supporting/opposing or informing its members about any ballot issue or candidate for public office. All mail sent by the exclusive representative shall be clearly identified as being issued by the GFEA, Local 7583. The Association shall have exclusive use of some portion of a bulletin board, if existing, in a teacher use area. (2017)

E. PAYROLL DEDUCTIONS:

1. Dues Check Off: The District shall deduct from the salaries of teachers such monies annual unified membership dues of the National Education Association/American Federation of Teachers, MFPE, and GFEA Local 7583 Union as well as other Union contributions as individually authorized by the employee using the Union's continuing membership and dues deduction authorization form as submitted by the union or employee to the District. (2021)

Commencing in September and each month thereafter, the District shall deduct in equal installments the monies that are so authorized. New authorizations when received by the District during the school year will be deducted prorata in equal installments to the end of the school year. (2021)

Authorization: Any authorization for additional deductions for the Association must be signed by the individual teacher and delivered to the District, and shall become effective between the date the signed authorization is received by the District and two months thereafter. The basic Association fee deductions authorized by the individual contract shall remain in force for the term of the individual contract. Any additional deduction authorization shall be terminated between the date of receipt of a signed notice to terminate from the individual teacher, and two months thereafter. Requests for termination of Association fee deduction should be directed to the Association. (2021) (2023)

2. Transmittal: The District shall transmit all deducted monies, along with a list of names for whom deductions are made, to the party designated by the Treasurer of the Exclusive Representative on a monthly basis.

Hold Harmless Clause: The Association agrees to indemnify and hold harmless the District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of this Agreement between the parties for dues deductions. This provision is not intended to absolve the District of any errors that it may make prior to transmittal of funds to the Exclusive Representative. (2021)

3. All members of the Association shall be allowed to vote on all contract ratification and strike authorizations. (2019)
4. Payroll deductions may also be available for other purposes upon written application by the individual teacher and upon written authorization of the Board.
5. An individual teacher may initiate and/or change payroll deductions at no charge to the teacher if the changes and/or initiations are submitted together during September. Credit union changes and/or initiations are extended to October 7. After that date it is understood that the Board may charge a \$5 fee for initiating and/or changing a payroll deduction. Exception: No fee will be charged for United Way or Appropriate Unit or statutorily required deductions.

F. ASSOCIATION PRESIDENT'S LEAVE

The Board shall grant, upon written request from the Association by June 1 of the year prior to the leave, release time with pay to the president of the Association for the duration of the ensuing school year, provided a qualified teacher replacement is available. The Association shall pay the president's salary and fringe benefit costs. The president shall retain all other benefits of employment, and, if offered a contract following the presidential leave, shall be entitled to the former position held provided it still exists. If the position no longer exists, the president shall be entitled to reassignment to a position approximately the same grade level or subject area held at the time the leave was first requested or to a position for which the president is qualified. By virtue of the office, the president shall have substantially greater experience and qualification to be employed by the Board during the term of the leave provided the Board receives notification of the president's election prior to the action by the Board on a reduction in force. This section shall not be construed or applied so as to vest a non-tenured Association president with seniority rights superior to those of a tenured employee.

G. ASSOCIATION NEGOTIATION COSTS:

When the Board and the Association mutually schedule negotiations during the duty day, any teacher who participates in said negotiations shall suffer no loss of pay or other benefits. The Association shall reimburse the Board for the cost of a hired substitute teacher for each absence under this provision.

H. ASSOCIATION AFFILIATE MEETINGS:

1. Teachers elected or appointed to serve as official representatives of the Great Falls Education Association, MFPE, American Federation of Teachers, or the National Education Association may be permitted attendance at necessary state, regional, and national meetings in performance of their official duties for the purpose of conducting internal business without loss of pay or other benefits; however, if the absence is granted, the Association shall reimburse the Board for the cost of a substitute teacher for each day a teacher is absent whether or not a substitute is hired. Total number of days allowed under this provision shall not exceed ninety-three (93) days per school year and shall not exceed five days per individual per month nor nineteen days per individual per school year. An additional ten (10) days will be allowed during years in which the Association and District conduct bargaining.
2. Requests for absence to serve as an official representative should be submitted at least two weeks in advance. Such applications for absence shall be on the proper District form and shall be approved by the Association prior to being submitted to the Board.

I. REPRESENTATION ON COMMITTEES:

1. The Association shall recommend up to twice the number of teacher representatives needed for any District committee, which has teacher members. This listing shall be submitted within fifteen school days of receipt of request, or the Association shall forfeit its right to recommend teacher representatives as it relates to that particular request.
2. The Board, or their designee, shall choose members of the District committees. (2023)
3. After Committee members have been chosen, the Board shall publish a list in the Newsbits and/or on the District website. (2023)

J. SCHOOL CALENDAR COMMITTEE:

1. A committee composed of three teachers, three administrative personnel, three classified personnel, and three parents will be appointed by the Superintendent for the purpose of submitting recommendations for the proposed school calendar to the Superintendent of Schools by January 1. The teaching personnel shall be selected from a representative list of six names of teachers submitted by the Association within twenty-one calendar days of receipt of the request or the Association shall forfeit its right to recommend teacher representatives on the Calendar Committee.
2. A proposed calendar(s) will be presented to the teachers by the Superintendent of Schools for the teachers' review prior to the presentation of the calendar to the Board by the Superintendent.
3. The school calendar is set by the Board.

ARTICLE 5 - TEACHER RIGHTS

A. TEACHER PERSONNEL FILES:

1. Teachers shall have the right, upon written request, to review the contents of their personnel file, except for the confidential items received by the Board prior to the teacher's employment. The teacher may be accompanied by a representative if desired. One copy of any materials placed in the teacher's file following employment by the Board will be made available to the teacher without cost upon written request.
2. The teacher will be notified of all additions to his/her personnel file with the exception of:
 - a. Items received from or requested by the teacher or items where the teacher has been given a copy.
 - b. Items bearing the teacher's signature.
 - c. Items pertaining to licensure, course work, or summaries of earned credits.

3. All items in the teacher's file shall be identified as to the source.
4. The teacher shall have the right to answer any material filed, and his/her answer shall be reviewed by the Human Resources Director and attached to the file copy.
5. If any administrator or supervisor other than the Human Resources Director and his/her staff or the teacher's attorney-in-fact requests the right to see a teacher's personnel records, the name of the person(s) making the request and the date the request was granted will be recorded and placed in the teacher's personnel file.

B. PROTECTION OF TEACHER RIGHTS:

1. Any formal complaint or criticism concerning a teacher deemed by an administrator to justify investigation or action of any nature shall be brought to the attention of the teacher involved. When deemed appropriate by the administrator or teacher involved, a conference(s) shall be scheduled involving the concerned parties. Parties to the conference(s) may, at their option, have Association representatives present. In no case will a written report be made or will any entry be made in a teacher's personnel file or any formal disciplinary action be taken as a result of a complaint or criticism until the above procedures have been followed, it being understood that the Superintendent may take such action as necessary where the health, welfare, or safety of students or other persons may be in jeopardy.
2. The Board shall give reasonable support to teachers in the discharge of their duties in accordance with Board policies and state statutes.
3. No teacher shall suffer discrimination in respect to employment in the District based on age, sex, race, creed, marital status, religion, political activities or lack thereof.
4. No teacher shall be formally disciplined or reprimanded, reduced in compensation, suspended or terminated without just cause. Nothing herein shall be construed to infringe upon or restrict the Board's right to decline to renew the contracts of teachers in accordance with the applicable laws, it being understood that the Board shall not base its decision of non-renewal upon arbitrary or capricious grounds. This clause does not apply to extra or co-curricular or department head positions.

C. MATTERS OF MUTUAL INTEREST: Nothing contained in this Agreement shall be construed to prevent Board members, administrative employees of the Board, and teachers from considering or discussing any matter of mutual interest. However, this is not to be construed so as to lessen any teacher's right to join or assist the Association in collective bargaining. Any changes or modification to this Agreement shall be made only through collective bargaining and agreement in the manner provided by the Collective Bargaining Act.

D. TEACHER RECOMMENDATIONS: The Board, while retaining the right to make the final decision in the following matters, agrees to continue and encourage the practice of considering, prior to final adoption, the recommendations of teachers or District committees as to the selection of texts, the improvement of curriculum, the adoption of new courses, the selection of instructional equipment and supplies, and other budgetary items and matters pertaining to the educational program of the District.

ARTICLE 6 - HOURS AND OTHER CONDITIONS OF EMPLOYMENT

A. TEACHER LICENSURE: As per MCA 20-4-101 and MCA 20-4-201, only a person who holds a valid Montana teacher or specialist license may be employed by a District as a teacher. Teachers must renew their license every five years and it must be renewed prior to the first day of school after the date of expiration. A contracted teacher with an expired license will not receive a paycheck until he/she becomes licensed. Should such a teacher become licensed after the start of the school year, he/she will receive a retroactive paycheck as per predetermined payroll deadlines. If the teacher does not provide evidence of license renewal within the first 35 school days, the District may take action to dismiss the teacher for breach of contract. (2011)

B. DUTY DAY FOR TEACHERS:

1. The regular duty day for teachers shall not exceed eight hours per day, including the lunch period, for not more than 187 contract days. If the lunch period is longer than thirty minutes, duty may be assigned to affected teachers. There shall be no additional pay for time until the teacher has exceeded eight hours in the duty day, not to include time spent in activities outlined in Section 3, below. The scheduling of school hours and employee duty day shall be the exclusive decision of the Board. In the event that state funding provides for additional school days, teachers will be compensated at their daily rate.

2. On the last school day preceding Labor Day, State Teachers' Convention, Thanksgiving, Christmas, Presidents' Day, Easter, and Memorial Day, teachers who do not have assigned District responsibilities shall be released from duty at the end of the individual building's regular student school day. The only exception shall be a PIR day immediately preceding Labor Day weekend.
3. Teachers shall not receive extra compensation for PTA meetings, student-related educational conferences, departmental and faculty meetings, open houses, from time to time special programs, which involve student participation, or activities for which teachers volunteer. To the extent practical, departmental and faculty meetings will be contained within the regular duty day, it being understood that extensions beyond the regular duty day may sometimes be necessary.
4. In the event a hazardous, unsafe, or unsanitary condition exists within a school, making it necessary to dismiss students, teachers will not be required to remain in the building but may be reassigned to other instructional activities.

C. **PARENT CONFERENCES:** When parent conferences are required by the Board, teachers shall be granted time free from student contact for the purpose of conducting such parent conferences.

D. **DUTY-FREE PERIODS:**

1. Each teacher shall have no less than a thirty-minute uninterrupted, duty-free lunch period unless the interruption is agreed to by the teacher or an emergency arises. Except in the case of an emergency, the teacher may leave his/her respective building during the lunch period, providing the office of the principal has been notified.
2. Each classroom teacher shall have preparation time during the teacher's duty day to be used for purposes of independent planning or preparation unless an emergency arises. Nothing herein shall prohibit the teacher from using a reasonable portion of this time for a break. It is understood that from time to time building activities may prohibit scheduling this daily preparation time. (2014)
 - a. At the senior or middle school levels the preparation time shall be one regular class period.
 - b. At the K-6 levels the preparation time shall be no less than thirty (30) minutes in length and shall not include the thirty minute duty-free lunch period nor the one-half hour before or after the students' regular school day. No variation may occur without mutual agreement of the teacher and the administrator. Upon mutual agreement, a preparation period may be eliminated one day and added to another day within the same week.
3. All K-6 teachers shall receive a fifteen-minute break in the morning and the afternoon during their student contact day unless a 45-minute preparation period is provided during that time. (2011)
4. A teacher shall not be required to remain with his/her class when it is receiving instruction or supervision from another licensed person unless the teacher is an integral part of the particular project or lesson to be presented as previously requested by the teacher. Such release time shall be used in accordance with Section 2, above.

E. **QUARTERLY EARLY OUTS**

One student early out day will be given at the end of each quarter to provide time for teacher preparation.

F. **PART-TIME TEACHERS AND LESS THAN FULL-YEAR TEACHERS:**

1. Part-time teachers shall not be used to replace full-time teaching positions except under extenuating circumstances or under a job-sharing contract with the mutual agreement of the affected teacher(s). It is understood that a teacher may elect to have an Association representative present during District conferences related to job-sharing positions. The Association and the Board shall mutually agree to all terms of the job-sharing contract that are addressed in the Negotiated Agreement.
2. A teacher contracted to provide services for less than a normal duty day of the regular full-time teacher shall be classified as a part-time teacher.
3. Less than full-year teachers are those teachers who are employed for the regular duty day but who begin work after the initial day of the regular school year.
4. Part-time teachers and less than full-year teachers shall be paid according to their placement on the appropriate Teacher Salary Schedule commensurate with their training and experience. Said salary shall be pro-rated to the portion of their regular duty day and/or to the proportion of their regular contract year.

5. FTE Matrix

FTE	Teaching Periods	Prep Periods	Duties	Hours in the Day
.2	1	.2	0	1.5
.4	2	.4	0	3
.5	----	.5	.5	3.75
.6	3	.6	.6	4.5
.8	4	.8	.8	6
1.0	5	1	1	7.5

*Anything more than half time needs 9 hours of PIR. 6 of one; 3 of the other.

Prep periods in high school = 50 minutes

.6 or .8 duties could include lunch duty or ISS supervisor (to relieve ISS teacher for lunch) (2014)

G. EVALUATION OF TEACHER PERFORMANCE:

1. The parties agree that the primary objective of the program to evaluate teacher performance is to improve the quality of instruction. Further, the parties recognize the importance and value of the procedure for assigning and evaluating the progress and success of both non-tenured and tenured teachers.
2. Evaluation of teacher performance shall be done by the principal or assistant principal or the supervisor of the appropriate area and must be based on his/her own observations. Other personnel may be used to evaluate teacher performance when agreed to by the teacher.
3. All teachers during their first eight weeks of each school year shall be oriented to the evaluation procedures and criteria upon which they will be formally evaluated and who may observe and evaluate their teaching performance. If the teacher is contracted after the first eight weeks of the school year, an orientation to the evaluation process will take place prior to the first observation. (2009)
4. Prior to the first observation of the school term a pre-conference shall be held between the evaluator and the teacher to apprise the evaluator of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be evaluated. Subsequent pre-observation conferences may be held at the discretion of the evaluator.
5. Each formal written evaluation of a teacher's performance shall be preceded by an observation of at least one hour or the duration of a particular teaching period, but not for more than two hours duration. Variations in these times shall be mutually agreed upon by the teacher and evaluator.
6. Other than the post-observation conference, which shall be conducted in conjunction with the discussion of the formal written evaluation, other observations of the teacher may be followed by a personal conference between the teacher and the evaluator for the purpose of discussing the observation.
7. The evaluator shall not unduly interfere with the normal teaching-learning process while observing.
8. A copy of the formal written evaluation of the teacher's performance shall be given to the teacher and a conference held between the teacher and the evaluator within ten school days of the final classroom observation on which it is based. If the teacher believes the evaluation is incomplete or inaccurate, the teacher may submit objections in writing, which shall be attached to the file copy of the evaluation report. However, the contents of formal evaluation of teacher performance shall not be subject to the Grievance Procedure.
9. If an evaluator finds a teacher needing additional development and growth, he/she shall set forth the specific ways in which the teacher is to improve and possible assistance to be given by the administrator or other staff members. Progress or lack of progress in any specific deficiencies shall be addressed by the evaluator in subsequent evaluations.
10. The performance of non-tenured teachers shall be formally evaluated during each year as a non-tenured teacher.
11. A reasonable effort will be made to formally evaluate the performance of each tenured teacher annually, but at least once every five years. Requests for an evaluation by a tenured teacher will be given special consideration.

12. All formal evaluation of performance of a teacher shall be conducted openly and within the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

H. STUDENT DISCIPLINE:

1. The parties recognize that part of the teacher's responsibility is to maintain control and discipline of students. The Board further recognizes its responsibility to give support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom and school in accordance with established Board policies, administrative regulations, building procedures and state statutes; however, the Board shall not be obligated when any disciplinary actions employed by any teacher is contrary to law, Board policy, or administrative regulations.
2. The Board shall set all policies on matters of discipline. A team, minimally consisting of building administrators and teachers, shall develop disciplinary procedures for their respective buildings that are consistent with state statutes, Board policies, and administrative regulations. These disciplinary procedures shall be completed or updated and reviewed by each faculty prior to a date established by the principal. These shall be distributed to students, teachers, and parents no later than October 1 of each year, and it shall be the responsibility of the administration and teachers to enforce these policies, regulations, and procedures.
3. The District and Association shall work together to promote a safe work environment including the right to be free from violent behavior or threatening violent behavior. (2019)

When an offense, persistent misbehavior, or the disruptive effect of misbehavior makes the continued presence of a student in the classroom intolerable, the student may be referred by the teacher to the principal or his/her designee for disciplinary action. In such case, an account of the problem or incident will be communicated as soon as feasibly possible, given instructional and safety responsibilities, by the teacher to the principal or his/her designee. The communication should include what previous corrective action, and/or parent communication if any, has been taken by the teacher. The principal or his/her designee shall communicate the disposition of the referral as soon as feasibly possible given administrative and safety responsibilities.

In cases when the disruptive effect of the student's behavior is so extreme as to preclude the instructional process, the teacher shall immediately communicate the need to remove the child temporarily from the classroom until such time as the student, teacher, and principal or other appropriate authority, resolves the situation. (2009)

I. CLASS SIZE

1. All decisions on teacher-student ratios and class size shall be made by the Board of Trustees.
2. In the event of a substantial loss of revenues or substantial impact of students to the District or any attendance area thereof, this section shall be immediately opened to be re-bargained.
3. Teachers who are assigned classes in which the total aggregate enrollment (Article 1 – Definitions) exceeds current minimum State Standards (Standards of Accreditation of Montana Schools, 10.55.712 and 10.55.713 – Article I - Definitions) shall be compensated for each student or major fraction thereof in excess of the said standards for each class. The rate for part-time kindergarten classroom teachers shall be \$60 per semester for each student or major fraction thereof in excess of the said standards. The rate for full time kindergarten teachers shall be \$120 per semester for each student or major fraction thereof in excess of the said standards. The rate for elementary teachers in grades 1-6 shall be \$120 per semester for each student or major fraction thereof in excess of the said standards. The rate for middle school and high school classroom teachers shall be \$40 per semester for each student or major fraction thereof in excess of said standards. To be eligible for payment, the total aggregate enrollment shall be submitted to the Human Resources Manager by the teacher within seven calendar days after the completion of the semester and shall be computed by dividing the Aggregate Days Belonging in each semester of the regular school term by the number of Pupil Instruction (PI) Days in each semester of the regular school term. Other Days (OD) and Pupil Instruction Related (PIR) Days are not calculated in this computation. The building principal shall verify and sign all requests for overload payments.
4. Where maximum numbers within a particular building, subject area, or grade level must exceed state standards, reasonable effort(s) will be made to distribute excess students among the teachers assigned to that grade level or subject area.

J. PROFESSIONAL DEVELOPMENT:

1. The professional development program should provide for the needs of teachers at all levels of experience and compliment implementation of District programs. Teacher needs and recommendations shall be solicited prior to the initial planning and will be considered for decisions on professional development.

2. All full-time teachers, tenured and non-tenured, are required to have 18 hours PIR training throughout the current school year to comply with the provisions of MCA 20-1-304. At least six (6) of those hours shall be District Directed, as decided upon by the PIR committee, (as indicated in the PIR catalog). PIR hours for less than full-time or full-year teachers are prorated. Failure to complete the required number of PIR hours will result in a loss of pay equivalent to the hours not completed (7.5 hours = 1 full day lost pay). (2011) (2023)
3. Non-tenured teachers will be required to attend staff development prior to the beginning of the contracted school year, depending on available funds. Mandatory first, second, or third year teacher training does not count for District Directed PIR. (2009) (2011) (2012) (2017)
 - a. First year teachers will attend mandatory New Teacher Training not to exceed five (5) days and will have the following options:
 - May be paid hours at the non-student contact rate as outlined in Article 8, Section S, or;
 - May receive PIR credit (not to exceed 12 hours) or
 - May receive a combination of the two.
 - b. Depending on available funds, additional training will be required for 2nd and 3rd year teachers not to exceed three (3) days and will have the following options:
 - May be paid hours at the non-student contact rate as outlined in Article 8, Section S, or;
 - May receive PIR credit (not to exceed 12 hours) or
 - May receive a combination of the two.
4. Tenured teachers may elect to attend professional development outside the contracted school year.
5. Teachers affected by excess enrollment, Article 6, Section I, 2-3, will be paid the hourly rate as per Article 8, Section S.
6. When a conference, meeting, or professional development session is scheduled at the option of the Board or administration during the duty day, the teachers involved shall suffer no loss of pay or other benefits.
7. College courses in and of themselves are not eligible for PIR credits. However, staff may concurrently enroll in college credits being offered at a workshop or conference they are attending for PIR or Pay as outlined in Article 8, Section N, 7. (2011)

K. ASSIGNMENTS AND TRANSFERS:

1. **Definitions:**
 - a. **Opening or New Position:** A position created by retirement, resignation, indistinct transfer, classroom closure, or addition needed by enrollment. (2023)
 - b. **Reassignment** is the movement to a different position within the same building. (2023)
 - c. **Voluntary Transfer** (in district process) is the movement of a teacher to a different building which the teacher has applied. (2023)
 - d. **Involuntary Transfer** is the movement of a teacher to a different building for which the teacher has not applied. (2023)
 - e. **Vacancy** is any teaching opening or new position in the District which has not been filled by the reassignment of employees. (2023)
2. **In-building Reassignment and Involuntary Transfer:**
 - a. Prior to a position being offered to teachers outside of the building where an opening occurs, building administration will inform all current building staff of any openings within their building via email. (2023)
 - b. Teachers desiring to fill an open position in their building shall request consideration, verbally or in writing, for an opening to the building principal, who will make the decision. (2023)
 - c. Reassignment or involuntary transfer is the first step to fill an opening for the school year. (2023)

- d. The District will attempt to give each continuing teacher who has a change of assignment a notification of class and/or subject assignment and the building assignment for the forthcoming year prior to the last day of school.
 - e. The building administrator will notify the affected teacher verbally prior to reassignment. Should the teacher request their notification of reassignment in writing, the building administrator will oblige.
 - f. If an involuntary transfer is made, the teacher will be notified both verbally and in writing and the Association will be notified in writing. (Email is considered written notification.) (2023)
 - g. If the teacher feels as though their concerns have not been adequately addressed by the building administrator, they may request a meeting with the Executive Director or Human Resources Director and may have an Association representative present. (2019) (2023)
 - h. The assignment of teachers shall be made by the Board in conformity with the terms of this Agreement.
3. Compensation for reassignment or involuntary transfer:
- a. For an in-building room change, the teacher will be compensated for up to six (6) hours at non-instructing hourly rate. (2019)
 - b. For a building change, the teacher will be compensated for up to twelve hours at non-instructing hourly rate. (2019)
4. **Voluntary Transfer** (In-District Process)
- a. Whenever vacancies occur for the upcoming school year during the regular school year prior to the last day of school, the Board shall advertise the position(s) on the Great Falls Public Schools Human Resources website, www.gfps.k12.mt.us and notify teachers of the postings in the weekly Newsbits or distributed to all teachers for three (3) workdays. (Example: posting vacancies on Friday and closing on Tuesday). This provision shall not apply to teaching or new positions of less than one (1) year. (2014) (2019) (2023)
 - b. Requests by a teacher for a Voluntary Transfer to a specific vacancy shall be made in writing on the standard form furnished by the Board. The application shall set forth the reasons for the transfer, the school, grade, or position sought, and the applicant's experience and qualifications, including licensure and endorsements.
 - c. A request for transfer shall be made prior to the closing date.
 - d. If the Board elects to fill a vacancy occurring during the year on a temporary basis rather than by transfer, that position shall be reopened to teachers employed in the District before the close of the current school year and shall be available under this transfer provision for the ensuing school year.
 - e. The vacancy shall include a specific description (grade and/or subject area in the various buildings) of the position(s) to be filled, the necessary minimum qualifications, and the date applications are to close. (2014) (2023)
 - f. Each current teacher who meets the minimum qualifications advertised shall be granted an interview. Requests for transfer shall be acted upon before assignment of any new teachers to the school system. Requests for transfer from teachers already employed by the Board shall take precedence over applicants new to the District when the qualifications of the applicants are substantially equal. For the purposes of this Section, "qualifications" shall include the professional and personal qualifications of the applicant(s), as well as the applicant's experience. Requests shall be considered for vacancies, which may arise during the summer months when regular school is not in session. (2023)
 - g. Opportunity to transfer may be denied to a teacher who is on an improvement plan. (2021)
 - h. Within ten (10) working days of receipt of the written denial of a voluntary transfer, the teacher may request the specific reasons for the denial in writing. Within ten (10) working days of the receipt of the request, the administrator shall respond in writing. In the event a team was involved in the consideration, care shall be taken to incorporate the rationale from each team member. Arbitration of this Section shall be limited to allegations of an arbitrary or capricious decision by an administrator(s), and the arbitrator shall not substitute his/her judgment for that of the administrator(s).

L. VACANCIES AND NEW POSITIONS:

1. Whenever vacancies occur, they shall be posted on the Great Falls Public Schools Human Resources website, www.gfps.k12.mt.us. Vacancies or unfilled positions that occur after the last day of school until one week before the first day of New Teacher training will be posted on the GFPS website. The posting of these vacancies is not required to meet the conditions of L.4. However, applications by current District employees will receive an interview. (2014) (2019) (2021) (2023)
2. The notice of vacancy shall include a specific description of the position(s) to be filled, the necessary minimum qualifications, and the date applications are to close.
3. No permanent assignment shall be made until a vacancy has been advertised for three (3) working days; however, nothing shall prevent the Board from making interim appointments in cases where time is a critical factor.
4. Any vacancy, which occurs during the school year, may be filled on a temporary basis but shall be re-advertised as a vacancy for the next school year.
5. The Board may elect to advertise positions in the District which are part-time, co-curricular, extracurricular, vacancies or new positions of less than one (1) year, or positions which do not meet the definition as described in Section 1, above.

M. REDUCTION IN FORCE:

1. A Reduction in Force and the term "layoff" as used herein shall mean any suspension from employment arising out of a reduction in the teacher work force of the District, and shall be separate and distinct from the terms retirement, resignation, non-renewal, discharge, dismissal, or termination.
2. Grades 7-12 and Grades K-6 shall be considered as separate units for purposes of this section so that the layoff procedure with respect to one such unit shall not apply to other units.
3. Non-tenured teachers shall be excluded from this Reduction in Force provision.
4. If the layoff affects a particular educational program or unit, layoffs will be confined to personnel employed in such program or unit. However, nothing shall be interpreted or applied so as to prohibit the Board from assigning laid off personnel to positions in other units or programs, for which they are qualified, held by less senior teachers.
5. Definition - Seniority shall be defined as the total length of continuous service, including full credit for service of less than a full duty day or service of less than a full contract year, if a teacher has signed a contract for the ensuing school year with the District. Seniority shall accrue from the date of employment. Seniority will not be broken by approved leaves of absence. Seniority will not be broken by employment by the Board in a position outside the appropriate unit if the Board required certification/license for employment in that position. In the event of identical dates of employment, those holding advanced preparation as of November 15, 1985, shall have precedent. In the event of both identical dates of employment and advanced preparation, rank shall be determined by lot. This order once established shall not change. Teachers hired after November 15, 1985, shall accrue seniority solely by date of hire.
6. Loss of Seniority - A teacher shall lose his/her seniority for any of the following reasons:
 - a. if a teacher is dismissed and not subsequently reinstated.
 - b. if a teacher retires.
 - c. if a teacher resigns.
 - d. if a teacher overstays a leave of absence without obtaining an extension of the leave.
 - e. if a teacher declines an offer of recall to the previous-held positions or an equivalent position.
7. Seniority List - A seniority list shall be prepared by the Board at least once a year not later than January 1. Needed corrections to this list shall be presented to the Board in writing prior to January 20. All uncontested data will be considered accurate from that point and for subsequent years. Corrections after this date may be made only with the written agreement of the Board. A copy of this list shall be provided to the Association and shall be available in all buildings for review during regular working hours.
8. When a reduction in force takes place, the least senior teacher shall be laid off first, provided that the least senior teacher does not have experience and qualifications that are substantially greater than a more senior teacher

does. If the less senior teacher has such experience and qualifications, a more senior teacher shall be laid off first.

9. Recall:

- a. Grievance rights for violation of recall shall exist for up to twenty-one months from the last day of work, but in no event can a grievance be filed beyond the time limits established for Level 1 of the Grievance Procedure if the aggrieved party becomes aware of the occurrence of the grievance, or, with reasonable diligence, should have become aware of the occurrence of the grievance.
 - b. When recalling to the former teacher's District assignment, the most senior teacher shall be the first recalled, provided that a less senior teacher does not have experience and qualifications that are substantially greater than the more senior teacher does. In such event, the less senior teacher shall be recalled first.
 - c. When recalling to a teaching position other than the previous District assignment, the most senior teacher must have experience and qualifications that are substantially greater than all other personnel.
 - d. The Board shall give written notice of recall from layoffs by sending a registered or certified letter, return receipt requested, to said teacher at the teacher's last known address. The teacher's address as it appears on the Board's record shall be conclusive when used in connection with layoffs, recalls, or other notices to the teacher. It shall be the responsibility of each teacher to notify the Board of any changes of address. If the Board is not able to cause delivery of the notice of recall within fifteen days of the date that such notice was sent, it shall result in forfeiture on the part of the teacher to any further rights to reinstatement.
 - e. The teacher on recall who signs a contract with another school district shall notify the District immediately or shall forfeit all rights to recall.
 - f. If the District has knowledge that any teacher on recall is under contract with another school district, the District is under no requirement to offer a contract to a teacher on recall unless the District has received notice that the other employer is aware of the possibility of recall to District employment, and the other employer has agreed to release the teacher upon recall by the District.
 - g. If a teacher declines or does not accept an offer of recall to the previous-held position or an equivalent position within seven days of the notice of recall, it shall result in the forfeiture on the part of the teacher to any future rights of recall under this article.
10. The Board shall be the sole determinant of: the number of teachers employed in each school program(s); the continuation, elimination, or modification of each school program(s); and of the quality of each school program(s).
11. The arbitrator shall not have the power to modify, add to, correct, or substitute his/her judgment for that of the Board unless the record of the arbitration hearing clearly demonstrates that the Board acted in an arbitrary and capricious manner.

N. TRANSPORTATION OF STUDENTS

No employee will be mandated to transport students in their personal vehicle. When transportation is required by the District and the employee chooses to use their own vehicle, they must be in compliance with the appropriate District Form and will be reimbursed as appropriate per policy. Note: Applicable policy/form subject to change. In the event of a policy change, 90 days advance notice shall be provided. (2019)

O. EMPLOYEE AND STUDENT SAFETY

The District reserves the right to request the immunization status or records of teachers in an effort to keep teachers, students, and other employees safe. (2019)

ARTICLE 7 - TEACHER LEAVES

A. SICK LEAVE/SICK LEAVE BANK:

1. Teachers shall be allowed to use accumulated sick leave, without loss of pay, for absences from regularly contracted teaching duty due to personal or family illness or physical disability. The District may also discuss the use of sick time with a teacher if necessary. In these instances, the teacher may exercise their Weingarten rights.

Teachers contracted for the summer months shall earn and be entitled to use accumulated sick leave benefits. (2019)

2. Any absence by a teacher resulting from bodily injuries suffered directly from an assault on a teacher while performing contracted duties in accordance with Board policies and state statutes will not be deducted from the teacher's contracted salary for a total of 60 absences from work, if related to the injury. Administration may require documentation. The value of all benefits paid to the teacher during this period from all other eligible sources shall be deducted from contracted salary and benefits or repaid to the Board upon receipt. The assault shall be immediately reported to the building administrator and central administration, and a formal complaint may be filed with the proper legal authorities. Any benefits inappropriately paid under this provision shall be repaid to the Board, and the Board's cost of collection shall, if overpayment was caused by teacher action or inaction, be added to the cost of reimbursement. (2016)
3. Each teacher will be credited with ten (10) days of sick leave on the first contracted day of the school year. The teacher who does not complete contract obligations will be liable to the district for sick leave paid beyond the employee's entitlement. Employment for less than 187 full-time duty days or employment for more than 187 full-time duty days shall earn or accrue sick leave on a proportionate basis to the 187 full-time duty day contract. [This shall not increase, decrease, or affect anything regarding long-term substitute teachers.] (2012) (2023)
4. For purposes of severance, unused sick leave is cumulative to a maximum of 187 days.
 - a. However, sick leave may be accumulated without limit for purposes outlined in Article 7 Section A, paragraph 1. The record of an employee's sick leave accrual shall be kept in the business office. Deductions shall be made from this account when the employee is absent under the sick leave provision, and additions are made to this account in accordance with the established schedule. The number of accumulated days of sick leave shall be indicated in each regular paycheck.
 - b. Upon retirement from the district, a teacher with 187 days of unused accumulated sick leave will be compensated \$50 for each day of credit beyond the scheduled 187 days. The teacher may elect for this compensation to be either applied towards your District Health Insurance premiums or paid approximately 90 days following your last day of work. The payment will be separate from the severance buy-out. (2021)
5. Sick Leave Bank: Teachers shall have the right to donate, in writing to the Human Resource Office, accrued sick leave days to a teacher of their choice.
 - a. A teacher who intends to access the sick leave bank must notify GFEA, Local 7583, to request donated days. In order to avoid days without pay, the request must be made prior to exhausting his/her own sick and personal leave days. (2011)
 - b. No teacher may receive more than twenty (20) days of donated sick leave during any school year. When using the twenty (20) days of donated sick leave, the teacher may not receive pay or compensation from other plans in which the District participates, either in whole or in part.
 - c. In a case of catastrophic, life threatening illness, a teacher may receive more than the allotted twenty (20) days (Article 7.A-5.a) during the contract year. A catastrophic, life threatening illness is defined as cancer, organ failure, stroke, non-elective surgery, and acute accident injuries. This list is a guideline and not inclusive. Medical documentation will be required.

The determination of qualifying for additional donated days will be made by the Human Resources Director, and the GFEA, Local 7583, President. Determination must be unanimous. (2009) (2023)

B. PERSONAL LEAVE: Five (5) days of personal leave are earned each year. Personal leave absence, prorated for those working less than a full day or a full school year, will be added to a teacher's accumulated sick leave after the accumulation of personal leave reaches six (6) days. See Article 7, Section B, paragraph 4, below. These days shall be granted in minimum units of half days without loss of pay or other benefits for activities not provided for in other provisions of this Agreement. (2012) (2023)

1. This leave provision shall not be used during any period of time when, in the opinion of the immediate supervisor or building principal, the teacher's contracted functions or activities in the District cannot be properly carried out by substitute personnel.
2. Application for this leave stating the purpose of the leave shall be made on the proper District online absence request system at least five school days prior to the time of use. Exceptions to the five days requirement shall be made exclusively by the Board. (2023)

3. Use of this leave shall not exceed twenty (20) teachers on Fridays or the day immediately preceding an extended break. All other days shall not exceed twenty-five (25) teachers on any given contract day. These leaves will be granted in order of receipt by the Human Resources Office. (2023)
 4. Personal leave days may be accumulated to a maximum of 6 days (2 years). Accumulation of personal days may not exceed six (6). The accumulated days may be taken consecutively if the days are available (Article 7, Section B, paragraph 3). Days earned beyond six (6) will automatically be placed in the individual's sick leave bank. (2012)
- C. **ADOPTION LEAVE:** Teachers may use up to 5 days of accrued sick leave for the purpose of an adoption. The teacher shall notify the District as soon as the teacher knows the need for such leave. The District may require substantiation for the use of adoption leave. For use of sick leave beyond the 5 days, refer to Article 7.A.1. (2014)
- D. **PATERNITY LEAVE:** Teachers may use up to 5 days of accrued sick leave for the purpose of the birth of the teacher's child. The teacher shall notify the District as per sick leave procedures. (2009)
- E. **BEREAVEMENT LEAVE**
1. Teachers shall be allowed up to five (5) days at full pay for absences from school for each occurrence of death in the teacher's immediate family or for any other member of the teacher's immediate household. This leave allowance is in addition to other leaves allowable in this contract. Immediate family shall be defined as teacher's father, step-father, father's brother, father's sister, mother, step-mother, mother's brother, mother's sister, sister, brother, husband, wife, son, daughter, step-children, foster children, daughter-in-law, son-in-law, grandparent, great grandparent, grandchild, brother's wife, brother's child, sister's husband, sister's child, spouse's father, spouse's mother, spouse's sister, or spouse's brother.
 2. Bereavement leave as defined in Article 7, Section E, paragraph 1, may be extended by the use of sick leave with prior approval. The Request for Administrative Approval must be completed as well as the online absence request system. (2023)
 3. Sick leave may be used for the funeral, memorial service or other related activities of a person outside of the definition in Article 7, Section E, paragraph 1 (above). Administration may require documentation. The Request for Administrative Approval must be completed. (2011)
 4. Bereavement leave allowance is not cumulative from year to year. This shall be an emergency leave applicable for the particular occasion only.
- F. **JURY DUTY LEAVE:**
1. Teachers called for jury duty may be absent from duty without loss of pay or other benefits provided the teacher has:
 - a. advised the immediate supervisor on the first school day following the receipt of the jury summons; and
 - b. submitted one copy of the jury summons at the time the request for absence is made on the proper District form; and
 - c. endorsed the jury duty fee payment, excluding reimbursement for travel, meals, and lodging, over to the District within sixty (60) calendar days from the last day on which jury duty was served.
 2. Failure to deliver the endorsed fee payment to the District within this time period shall result in the loss of wages for the period of absence.
 3. Leave is provided for absence from duty with pay, only for the time actually spent on jury duty. Teachers relieved for part of their duty day to participate in jury duty, must return to their assignment for the remainder of the day. Reasonable allowance for time to and from the courts will be taken into account. Teachers who fail to return under these circumstances will be considered absent without leave and subject to disciplinary action.
- G. **WITNESS DUTY LEAVE:**
1. Teachers served with a valid subpoena issued by a federal, state, county, or municipal court, or a federal or state legislative body may be absent from duty, without loss of pay or other benefits, provided the teacher has:
 - a. advised the immediate supervisor on the first school day following the receipt of the subpoena; and

- b. submitted a copy of the subpoena at the time the request for absence is made on the proper District form; and
 - c. endorsed the witness duty payment, if the teacher has been paid for serving as a witness, excluding reimbursement for travel, meals, and lodging, over to the District within sixty (60) calendar days from the last day on which the witness duty was served.
2. Failure to deliver the endorsed fee payment to the District within this time period shall result in the loss of wages for the period of absence.

H. PROFESSIONAL MEETING LEAVE:

1. Twenty-five thousand dollars (\$25,000) shall be budgeted for use by teachers to attend professional academic meetings and conferences.
2. Requests for leave shall be on the proper District form and submitted to the District at least fourteen (14) calendar days in advance of the date of the leave. At least seven (7) calendar days before the date for which the leave was requested the Board shall notify the teacher that the leave has been approved or denied. Upon written request from the teacher, the reason(s) for the denial will be provided to the teacher.

I. PLACEMENT OF SUBSTITUTE TEACHERS:

1. Placement of substitute teachers shall be done through the on-line substitute placement system (Aesop) or the substitute office of the District.
2. A teacher who becomes ill or who must be absent for some other reason shall request a substitute as soon as possible, 24-hours a day, through the on-line substitute placement system (Aesop) or the substitute office of the District. If directed by the building administrator, the teacher shall also notify the building office in the manner directed. If the need for the absence occurs after 6:00 a.m. the day of needing a substitute, the teacher shall notify the building office and also call the substitute office.
3. A teacher who, except in cases of emergency, is required to substitute teach during that teacher's regularly-scheduled preparation time shall be compensated for each half hour or major fraction thereof at the hourly instructional rate as per collective bargaining agreement. (2016)

J. ILLNESS LEAVE/TEMPORARY DISABILITY LEAVE

1. Employees must use sick time for short or long-term illness and/or temporary disability. If ineligible for a Family Medical Leave of Absence (FMLA) or upon expiration of FMLA, an employee may apply for Illness Leave/Temporary Disability Leave. Medical certification of the long-term illness or temporary disability is required and must specifically state the employee cannot perform the duties for which the employee is hired. Any accrued sick time must be used concurrently with this leave. (2019)
2. Upon the expiration of sick time, the Board may grant eligible employees leave without pay if requested. Leave without pay arising out of any long-term illness or temporary disability shall commence only after sick time has been exhausted. (2019)
3. If an employee has exhausted all accumulated sick time and has not requested an Illness Leave/Temporary Disability Leave and is unable to perform or return to perform the duties for which the employee is hired, the Board may place the employee on Illness Leave/Temporary Disability Leave of Absence. (2019)
4. Upon approval of the Board, Illness Leave/Temporary Disability Leave without pay will be provided without salary or fringe benefits. The length of this leave is for a period of up to one school year, but no longer than the last contract day of the current school year, and may upon request, be renewed or extended by action of the Board. The employee's request for return to duty shall be accompanied by a statement from a medical doctor attesting to the employee's ability to resume the duties of the position. The effective date for the resumption of duty shall be subject to the approval of the Board. (2019)
5. The teacher returning on the first contract day of the school year from an Illness Leave/Temporary Disability Leave of one school year or less shall be entitled to his/her former position provided it still exists. A teacher whose leave ends during the school year, need not be returned to his/her former position until the beginning of the next school year, if there is a position open for which he/she is qualified at the time the teacher returns from the leave. A teacher whose position no longer exists, or a teacher returning from a leave of more than one school year in duration, and who has been offered a contract for that year or for the ensuing school year, shall be entitled to a position for which the teacher is qualified. (2019)

6. While on an Illness Leave/Temporary Disability Leave:
 - a. No teaching experience shall be granted for purposes of advancement on the salary schedule unless meeting the qualifications of the Minimum School Year (Article 8, Section P) provision of this Agreement.
 - b. The teacher shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
 - c. The teacher may maintain, at no cost to the District, health and hospitalization insurance provided the amount of the monthly premium is remitted in a timely manner. All proportionate premium payments shall be deducted from the remaining number of paychecks during the contracted duty year provided there are sufficient funds due the teacher. No lump sum payment shall be required nor received by the District. In the event that there are no employment checks to be received by the teacher or the wages are insufficient; the premium payment is to be arranged with the insurance carrier.
 - d. Life Insurance may be continued in accordance with the plan document from the Life Insurance Provider. (2019)

K. PARENTAL LEAVE OF ABSENCE:

1. A Parental Leave of Absence is an absence from duty which shall be provided for the purpose of caring for a newborn child, a newly adopted child, or which may be provided for the purpose of caring for a minor child when the health of the child requires parental care. This leave is provided without salary or fringe benefits. Teachers who have been employed full time during the last three (3) consecutive years and who have been offered a contract for the ensuing school year shall be eligible for application for a Parental Leave of Absence.
2. A teacher may apply for a Parental Leave of Absence by submitting a letter of interest stating fully the nature of the leave requested. The teacher shall receive a written response to the leave request within a reasonable period of time of the disposition of the request. Reasons for denial will be provided upon written request by the teacher.
3. The length of a Parental Leave of Absence shall be for the remainder of the current semester or school year or for a period of one regular school year at the teacher's discretion.
4. A teacher returning from a Parental Leave of Absence and who has been offered a contract for the ensuing year shall be entitled to his/her former position provided it still exists. The teacher whose position no longer exists and who has been offered a contract for the ensuing school year, shall be entitled to reassignment to a position at approximately the same grade level or subject area held at the time the leave was requested or to a position for which the teacher is qualified.
5. While on Parental Leave of Absence:
 - a. No teaching experience shall be granted for purposes of advancement on the salary schedule unless the teacher has fulfilled the qualifications of the Minimum School Year (Article 8, Section 5) provisions of this Agreement.
 - b. The teacher shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
 - c. The teacher may maintain, at no cost to the District, health and hospitalization insurance, provided the amount of the monthly premium is remitted in a timely manner. All proportionate premium payments shall be deducted from the remaining number of paychecks during the contracted duty year provided there are sufficient funds due the teacher. No lump sum payment shall be required nor received by the District. In the event that there are no employment checks to be received by the teacher or the wages are insufficient; the premium payment is to be arranged with the insurance carrier.
 - d. The teacher may continue, at no cost to the District, individual term life insurance coverage, in accordance with the plan document from the life insurance provider. (2021)

L. LEAVE FOR STUDY IN RESIDENCE:

1. Leave for Study in Residence is an absence from duty, which may be granted for the purpose of full-time study in residence and is provided without salary or fringe benefits.
2. The length of a Leave for Study in Residence shall be for a period of one regular school year.

3. Teachers who have been employed full time and assigned duties during the last three (3) consecutive years and who have been offered a contract for the ensuing school year shall be eligible for application for a Leave for Study in Residence.
4. Eligible teachers shall apply for the Leave for Study in Residence in writing, stating fully the nature of the leave requested and the school year desired, to the District at least thirty (30) calendar days prior to the requested beginning date of the leave. The teacher shall receive a written response to the leave request within a reasonable period of time of the disposition of the request. Reasons for denial will be provided upon written request by the teacher.
5. The teacher granted a Leave for Study in Residence shall not be eligible for a further leave under this provision until the expiration of an additional three (3) years of consecutive service in the District.
6. The teacher returning from a Leave for Study in Residence, and who has been offered a contract for the ensuing school year, shall be entitled to his/her former position, provided it still exists. A teacher whose position no longer exists and who has been offered a contract for the ensuing school year shall be entitled to reassignment to a position at approximately the same grade level or subject area held at the time the leave was requested, or to a position for which the teacher is qualified.
7. While on a Leave for Study in Residence:
 - a. No teaching experience shall be granted for purposes of advancement on the salary schedule.
 - b. The teacher shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
 - c. The teacher may maintain, at no cost to the District, health and hospitalization insurance, provided the premium payments are arranged with the insurance carrier.
 - d. The teacher may continue, at no cost to the District, individual term life insurance coverage, in accordance with the plan document from the life insurance provider. (2021)
8. A transcript of credits earned while on Leave for Study in Residence shall be filed with the District as soon as said transcript is available.

M. LEAVE FOR ELECTIVE POLITICAL OFFICE:

1. Leave for Elective Political Office is an absence from duty which may be granted for the purpose of fulfillment of duties if a teacher is elected to executive governmental bodies which are external to Association activities and is provided without salary or fringe benefits.
2. The length of a Leave for Elective Political Office may be for a period of up to two years and may be extended by the Board.
3. Teachers who have been employed and assigned duties during the last three consecutive years and who have been offered a contract for the ensuing school year shall be eligible for application for a Leave for Elective Political Office.
4. Eligible teachers shall apply for the Leave for Elective Political Office in writing, stating fully the nature of the leave requested, the length of time desired and the beginning and tentative concluding date of the leave, to the District at least thirty (30) calendar days prior to the requested beginning date of the leave. Verification shall be provided prior to consideration of the application. The teacher shall receive a written response to the leave request within a reasonable period of time of the disposition of the request. Reasons for denial will be provided upon written request by the teacher.
5. The teacher granted a Leave for Elective Political Office shall not be eligible for a further leave under this provision until the expiration of an additional three (3) years of consecutive service in the District.
6. At least thirty (30) school days before the expiration date of the Leave for Elective Political Office or at a time agreed to with the Board in cases of leaves of less than sixty school days duration, the teacher shall communicate in writing to the Board indicating the teacher's intention to return to duty (the specific date of return shall be determined by the Board) or requesting of the Board an extension of the leave.
7. The teacher returning from a Leave for Elective Political Office of one year or less and who has been offered a contract for the ensuing school year, shall be entitled to his/her former position, provided it still exists. A teacher whose leave ends during the school year, need not be returned to his/her former position until the beginning of the

next school year, if there is a position open for which he/she is qualified at the time the teacher returns from leave. A teacher whose position no longer exists or a teacher returning from a leave of more than one year in duration and who has been offered a contract for the ensuing school year shall be entitled to reassignment to a position at approximately the same grade level or subject area held at the time the leave was requested or to a position for which the teacher is qualified.

8. While on Leave for Elective Political Office:

- a. No teaching experience shall be granted for purposes of advancement on the salary schedule unless meeting the qualifications of the Minimum School Year (Article 8, Section P) provision of this Agreement.
- b. The teacher shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
- c. The teacher may maintain, at no cost to the District, health and hospitalization insurance, provided the premium payments are arranged with the insurance carrier.
- d. The teacher may continue, at no cost to the Board, individual term life insurance, in accordance with the plan document from the life insurance provider. (2021)

N. LEGISLATIVE LEAVE OF ABSENCE:

1. Teachers elected to serve in the state legislature will be placed on Legislative Leave while conducting official State Legislative business. The leave granted for this purpose shall require a salary reduction equal to the cost of the substitute's daily rate. In cases of no substitute replacement for the teacher (i.e. counselor), the teacher will reimburse the district the standard daily rate of a substitute teacher. In either case, the employee is responsible for the organization and coordination of their regular school responsibilities. While on Legislative Leave for part of the school year, a teacher shall not suffer any curtailment of annual increments, tenure, retirement, seniority rights, insurance contributions or other fringe benefits. All monies the teacher elected to office is legally entitled to, will be retained by the teacher elected to office. (2009)
2. Eligible teachers shall notify the District as soon as feasibly possible after being elected.
3. The teacher returning from a Legislative Leave of Absence and who has been offered a contract for the ensuing school year shall be entitled to his/her former position, provided it still exists. A teacher whose position no longer exists and who has been offered a contract for the ensuing school year, shall be entitled to reassignment to a position at approximately the same grade level or subject area held at the time the leave was requested, or to a position for which the teacher is qualified.

O. GENERAL LEAVE OF ABSENCE: General Leave of Absence is an absence from duty which may be granted at the sole discretion of the Board or their agent(s) for full-time licensed teachers without salary or fringe benefits.

1. Licensed teachers who have been regularly contracted during the past three (3) school years, including current school year, and who have been assigned full-time, duties for all three (3) of these years and who will be offered a contract for the next school year, may apply for a General Leave of Absence.
2. The term of the General Leave shall be for one school year only with the option of one additional year of leave if requested by the teacher and if granted by the District.
3. Teachers may request a General Leave of Absence by forwarding a letter of interest by March 1 of the current school year to the Human Resources Office. The teacher will receive a written response to the leave request within a reasonable period of time after the disposition of the request, generally by the end of March. (2016)
4. Teachers on a General Leave of Absence must notify the Human Resources Office of their intentions no later than March 1st of the leave year. If the teacher has been offered a contract for the ensuing year, the teacher shall be entitled to a position for which the teacher is qualified.
5. No employment experience shall be granted for purposes of advancement on the salary schedule.
6. The teacher shall retain previously accumulated sick leave and experience credit for salary purposes.
7. The teacher may maintain, at no cost to the District, health and hospitalization insurance, provided the premium payments are arranged with the insurance carrier.

8. The teacher may continue, at no cost to the District, individual term life insurance coverage, in accordance with the plan document from the life insurance provider. (2021)

P. MILITARY LEAVE

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Montana Military Service Employment Rights, the District shall grant military leave to employees for voluntary or involuntary service in the uniformed services of the United States.

See Board Policy 5322 for details. (2011)

<http://www.gfps.k12.mt.us/DistrictInformation/Board/BoardPolicy/bpsecfive.htm#5322>

Q. LEAVE WITHOUT PAY

Leave without pay is permitted in instances in which FMLA or Illness Leave/Temporary Disability Leave has been approved and/or sick leave is exhausted.

Any other use of leave without pay is an alteration of the individual contract that the teacher signs with the District where it is agreed to: “teach and to render related professional services for the school year. The school year shall consist of 187 days of professional duty to the School District. Actual teacher days shall be not less than 180 days.” A request to alter an individual’s contract through use of leave without pay must be made through the Leave Without Pay Form and must be approved by both the building principal and the Human Resources’ Director. (2019)

ARTICLE 8 - SALARY SCHEDULE AND RELATED BENEFITS

A. SALARY SCHEDULE:

1. 2023-2024 and 2024-2025 School Years: The salary reflected in Appendix B, attached hereto, shall be a part of this Agreement for the 2023-2024 and 2024-2025 school years.
2. If, as of June 15, of any contract year, the total revenue received or anticipated to be received from all sources in the proposed budget is decreased by the equivalent of 1.8% or more of the general fund, any increase in the base of the Teachers’ Salary Schedule may, at the discretion of the Board, be declared null and void. The parties shall promptly enter into negotiations over the salary schedule for that and the subsequent school years. The proposed budget is the budget established by the Board to determine the financial need of the District to establish the initial levy amount. The parties, upon the opening of the agreement, may negotiate changes in any section of the contract. Changes, if any, negotiated and mutually agreed upon under this provision, will become an addendum to and supersede only relevant provisions of the current Agreement.
3. If funds are significantly reduced or increased from any source(s) from the date of ratification to the expiration date of the agreement, either party may give notice to the other party within sixty calendar days declaring the intent to renegotiate items related directly to compensation (inclusive of but not restricted to salaries, stipends, and fringe benefits). Opening of the Agreement under such a circumstance does not obligate either party to reduce or increase salaries, stipends, fringe benefits or other compensation. Changes, if any, negotiated and mutually agreed upon under this provision, will become an addendum to and supersede only relevant provisions of the current Agreement.
4. The attached salary schedule(s) are annual salaries for 187 full-time contracted duty days. Contracts for less than 187 full-time duty days or contracts for more than 187 full-time duty days shall be paid on a proportionate basis to the 187 full-time duty day contracts. The District will make a reasonable effort before extending an employment contract to have the mutual consent of the teacher.

B. CAREER INCREMENT:

1. Teaching personnel who are at the maximum of either the BA+20 or the MA+30 columns shall be eligible to receive additional compensation for continuous teaching experience in the Great Falls Public Schools. Approved leaves of absence do not interrupt continuous service, nor do they count as credit toward career increment unless the teacher has fulfilled the Minimum School Year provision of this Agreement. Previously and properly granted credit toward career increment shall be retained, but future advancement shall be made under the terms of this Agreement.
2. Teachers shall receive an annual longevity payment, as built into the current salary schedule, of two percent (2%) of their annual regular salary beginning with the 15th step in the salary schedule at BA+20 and the 16th step in the salary schedule at MA+30; this amount shall be increased to four percent (4%) at the 16th in the salary schedule

at BA+20 and at the 17th step in the salary schedule at MA+30; and to six percent (6%) at the 17th step at BA+20 and 18th step at MA+30. These payments shall continue until retirement. (2009) (2011) (2014) (2023)

*This change in contract language is not retroactive and allows for movement of only one step per year.

C. SEVERANCE PAY:

Note: Please see [TRS regulations](#) regarding the 90-day notice for Irrevocable Election severance option. (2011)

1. A teacher who has completed a minimum of ten (10) years of service in the District as a licensed teacher, including approved leaves of absence, and who resigns from District employment shall receive a payment equal to thirty-three percent (33%) of that teacher's accumulated sick leave (maximum of 187 days) multiplied by that teacher's daily rate of pay. To be eligible for this payment, the teacher shall submit a letter of resignation to the Board no later than December 1 if terminating employment at the end of the first semester, and March 1 if terminating employment at the end of the second semester, unless the teacher experiences extenuating circumstances outside his/her control that make him/her unable to perform contracted duties, in which case the Board may waive the notification requirement. (2009) (2011)

The board will waive the notification requirements if a teacher is non-renewed or is no longer employed with the district through a Reduction in Force. (2017)

Note: Please see Sick Leave, Article 7.A.4(b), regarding a \$50 credit for each sick leave day beyond the 187 days noted above for retiring teachers.

2. A teacher who has completed two (2) to nine (9) years of service in the District as a licensed teacher, including approved leaves of absence, and who resigns from District employment shall receive a payment of \$50 for each unused and accumulated sick leave day. To be eligible for this payment, the teacher shall submit a letter of resignation to the Board no later than December 1 if terminating employment at the end of the first semester, and March 1 if terminating employment at the end of the second semester, unless the teacher experiences extenuating circumstances outside his/her control that make him/her unable to perform contracted duties, in which case the Board may waive the notification requirement. (2009) (2011) (2016)

The board will waive the notification requirements if a teacher is non-renewed or is no longer employed with the district through a Reduction in Force. (2017)

3. In the event a teacher who has completed two (2) years of service in the District, including approved leaves of absence, dies while employed by the District, the teacher's beneficiary shall be entitled to severance pay under the Negotiated Agreement.

D. GROUP INSURANCE BENEFITS:

1. Health and Hospitalization:

- a. The Board will provide the opportunity to participate in health and hospitalization insurance for all eligible teachers and eligible dependents. The method of establishing the premium payments, stabilization funds, and related financial decisions are for the review and decision of the Board with recommendations by the Insurance Committee.

The District contribution to the total cost of the plan will be no less than 60%. For example, in 2018 the District contributed approximately 6 million when the total plan cost approximately 10 million.

The current members that are now "pooling" will be grandfathered under the past system.

In the event of insurance plan changes, the District and / or the Association reserve the right to reopen negotiations for health insurance only. (2019)

- b. Teachers who are regularly employed for less than a full-time duty day, may participate in the Health and Hospitalization Insurance Program by paying their entire share of the premium prior to the first day of the month following their date of employment. The Board shall pay that amount of the premium that is proportionate to the portion of the duty day that the teacher is employed.
- c. All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier.
- d. Benefits shall continue through August 31 of the ensuing school year.

2. Long-Term Disability Insurance:
 - a. All full-time teachers shall be provided long-term disability insurance in accordance with specifications adopted by the Board.
 - b. All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier.
 - c. Written benefit provisions shall be provided to each insured employee.
 - d. Benefits shall continue through August 31 of the ensuing school year.
3. Term Life Insurance:
 - a. All full-time teachers shall be provided term life insurance in the amount of \$50,000 upon ratification or retroactive if insurance carrier so approves.
 - b. All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier.
 - c. Written benefit provisions shall be provided to each insured employee.
 - d. Benefits shall continue through August 31 of the ensuing school year.
4. Change in Benefits: Any changes in benefits from the present year's coverage will become effective as of the effective date of the contract with the individual insurance carrier for each insurance benefit.
5. National Health Insurance: In the event the National government should enact a National Health Insurance Program and this program replaces any part of the existing insurance coverage, there shall be no decrease in total Board contribution in insurance benefits. Negotiations shall be reopened within thirty days after enactment of such legislation to renegotiate any monies made available less the amount necessary to fund the national program.
6. Retired Teachers: Teachers retiring from the District may be eligible under State Law for continuing participation in the District insurance program. All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier. The teacher shall pay the cost of the entire premium commencing with the first day of the month following the date of retirement, unless the teacher retires at the end of the school year, in which case the insurance premium will be paid through August 31.
7. Insurance Claims: It is understood that the District's only obligation under this provision is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits.
8. Flex Plan: The District will provide a flexible benefit plan based on and in compliance with Section 125 of IRS code. The District will assume the administrative cost. Any increase in the monthly employee administrative cost shall be borne equally by the District and the participating employee (50/50).

E. REIMBURSEMENT FOR PROPERTY LOSS:

1. The Board will repair or reimburse teachers the current value up to a maximum of \$300 for any clothing or personal property, except for motorized vehicles where the maximum shall not exceed \$100, damaged or destroyed as a result of an assault and/or battery or an act of vandalism suffered by the teacher in the course of employment during duty hours or assigned District responsibility. No reimbursement shall be provided for the loss of cash or personal property through negligence.
2. To apply for reimbursement a "Notice of Loss and Claim for Reimbursement" form must be filed with the teacher's immediate supervisor within ten days of the occurrence of the damage or loss or the claim will be forever waived.
3. A report of the incident shall be filed with the appropriate law enforcement agency, and a copy of the report shall be submitted to the Board along with the claim. A claim for reimbursement from the teacher's insurance carrier(s) shall be made, and a copy of this claim and the insurance carrier(s) response shall similarly be filed with the Board before payment is authorized. Receipts for repair or replacement shall be submitted at the time reimbursement is requested.
4. No reimbursement shall be provided for losses fully covered by insurance or when full reimbursement is obtained from other sources.

F. **MILEAGE:** Teachers who are required to use personal transportation for travel in performance of assigned duties shall be reimbursed at the rate established by Montana law (MCA 2-18-503). Changes in the rate will become effective on the first day of the month following notification by the Association to the District and will not be made retroactive. Said travel shall be previously approved by the principal or immediate supervisor. Individual mileage claims for less than \$10 shall be reimbursed with a mileage claim, which exceeds \$10, or with the last employment check, or no later than the end of each fiscal year.

G. TEACHER'S CONTRACT

1. The individual teacher's contract of employment with the Board shall be subject to the terms and conditions of this Agreement in the manner required by law, regardless of whether the individual contract is signed prior to or subsequent to the date of execution of this Agreement.
2. A licensed classroom teacher elected to teach in the Great Falls Public Schools shall enter into contract with the Board by signing a Teacher's Contract which shall specify:
 - a. Beginning date and duration period of the contract.
 - b. Annual salary, number of salary payments, and the salary advance option.
 - c. Provisions governing salary payments if the contract is terminated prior to date of completion.
 - d. Period of time allowable between issuance and acceptance of contract.
 - e. That rights and obligations of the parties hereto shall be governed by the laws of the State of Montana and the Personnel Policies adopted by the Board of Trustees.
3. **Liquidated Damages:** The parties agree that the District will suffer damages that are impractical or extremely difficult to determine in the event the employee breaches this contract by leaving his or her employment with the District prior to the conclusion of the term of this contract. The following liquidated damages are intended to reimburse the District for those impractical or extremely difficult to determine costs: The employee, if not facing discipline or discharge, may be released from this contract prior to the conclusion of the term of the contract provided he/she makes payment for liquidated damages to the District.

The date the District receives the employee's letter requesting to be released from this contract is the date controlling the amount of liquidated damages the employee must pay. The employee's release from this contract subsequent to a request received from June 25 through July 25 is contingent upon payment of five percent (5%) of the salary the employee would earn pursuant to this contract as liquidated damages. The employee's release from this contract subsequent to a request received after July 25 is contingent upon payment of ten percent (10%) of the salary the employee would earn pursuant to this contract as liquidated damages.

The parties agree that the 8th Judicial District Court in and for Cascade County, Montana, shall be the appropriate venue for enforcement and interpretation of this contract, and that the prevailing party in any action brought to enforce or interpret this contract, inclusive of enforcement and/or interpretation of the liquidated damages clause, shall be entitled to an award of reasonable attorney fees and costs.

If a teacher experiences extenuating circumstances, outside their control, that make them unable to perform contracted duties, they may have the above language waived with recommendation from the Superintendent or designee and approval by the board.

H. **RESPONSIBILITY AGREEMENT:** A Responsibility Agreement, contained herein as Appendix C, separate from the teacher's contract, shall be entered into by the Board and the teacher elected to department head or extra or co-curricular positions for which compensation is provided. Payments for Responsibility Agreements shall be included with the teacher's salary check. Upon written request a teacher may elect to receive payment under the following options:

1. Divide the responsibility pay equally by the remaining months in the school year, beginning the month after contracted duties begin.
2. Payment in total at the end of the season or activity in accordance with established payroll cut-off dates.

I. METHOD OF PAYMENT:

1. All employees subject to the salary schedule shall be paid on the basis of an annual salary of ten (10) equal payments unless specifically excepted by the teacher's contract.
2. Those teachers returning signed contracts prior to the first day of the school calendar and who have so specified in writing upon their returned contract shall have the contract sum divided into twelve equal amounts. The last three (3)

of the twelve equal monthly payments will be paid no later than the 7th calendar day after the last day of school, no later than June 20. If the 7th calendar day after the last day of school falls on a nonbusiness day, the payment will be made on the previous business day. (2011, 2014)

3. Upon written request, a teacher may elect to receive a \$500 advance salary payment. This payment shall be made to the teacher on or before the tenth (10th) contract day of the school year, if earned, provided necessary payroll authorization has been received from the teacher. This authorization for payment and subsequent deduction shall accompany the return of the teacher's signed contract. In no event will the authorization be approved after the first (1st) day of the school year. This salary payment amount is to be deducted in totality from the September paycheck.
4. Payment shall be made on the 20th day of each month, September through May. If the 20th falls on a vacation or weekend, September through May, the last day worked prior to the vacation or weekend will be considered payday. If the 7th calendar day after the last day of school falls on a nonbusiness day, the payment will be made on the previous business day. (2011, 2014)

J. DEDUCTIONS FOR ABSENCE:

1. In the event that a teacher absence not covered or not allowed in the express language of other provisions of this Agreement is approved, a deduction of salary in minimum units of one-half day may be made for each day of absence. Absences not approved may result in disciplinary action.
2. No deductions will be made for any period of the school year in which the Board closes schools because of an epidemic, flood, fire, or inclement weather; however, it is to be understood that any such days may be required by the Board to be made up without additional compensation and at such times as determined by the Board.

K. PLACEMENT ON THE SALARY SCHEDULE:

1. For the purposes of placing teachers new to the system on the salary schedule, credit shall be granted on a 1:1 basis for all previous contracted teaching or administrative experience in fully accredited schools up to a maximum of four years. Credit for years of teaching experience exceeding the first four full years shall be granted on a 1:2 basis for an additional maximum credit of five (5) years. Not less than 135 days of continuous contracted employment in one school year shall count as a full year of teaching experience for purposes of placement on the Salary Schedule. Teachers with an emergency authorization license will start at BA, Step 1. At the fulfillment of licensure, they will be moved to BA, Step 2. (2017) (2023)
2. Licensed teachers who are teaching in specialty areas such as Family & Consumer Science, or Industrial Technology, and other Class 4 licensed teachers may be provided educational years of experience at the rate of two (2) years of full time, full year private sector work experience for each year (2:1) of placement on the salary schedule. Credit for additional years of experience exceeding the first four (4) full years on the salary schedule shall be granted at the rate of one (1) year for each four (4) years of private sector full time experience for additional maximum credit of five (5) years. (2017) (2023)
3. A teacher who has been absent from teaching for seven (7) years or more at one time shall not be given credit for any teaching or administrative experience prior to the period of absence. (2017)

L. MAINTENANCE AND CHANGE OF STATUS ON THE SALARY SCHEDULE: A change of status on the salary schedule may be affected by:

1. Increase in teaching experience (step advance) up to the maximum level for the teacher's preparation status (salary lane).
2. Increase in preparation status warranting a change of status from one preparation level (salary lane) to another.

M. CREDIT FOR RELATED COURSES: Work taken in special fields or courses taken, for which credit is not allowed by the college or university, shall be approved by the Superintendent prior to the teacher's enrollment in the course. Such credit may be counted toward changes of status upon recommendation of the Superintendent and approval of the Board of Trustees.

N. ADVANCEMENT OF POSITION ON SALARY SCHEDULE:

1. A teacher is entitled to advance one vertical step on the established salary schedule provided:
 - a. The Minimum School Year requirement has been met.

- b. The teacher is not at the maximum of his/her preparation column.

Not more than one vertical step will be allowed in any one year. (2019)

2. Fifteen (15) quarter hours or ten (10) semester credit hours of professional training shall entitle the teacher to advance one column to the right on the salary schedule. Professional training shall meet standards set forth in Sections 4 and 5, below. (2021)
3. The Bachelor's Degree must be earned prior to placement on the BA lane or advancement to the "BA+10" lane or the "BA+20" lane. The Master's Degree must be earned prior to placement on the MA lane or advancement to the "MA+10" lane, "MA+20" lane", or the "MA+30" lane. Any professional preparation for advancement on the salary schedule beyond the Bachelor's Degree column or Master's Degree column must be started after the degree has been earned. (2014)
4. Any professional preparation for advancement on the salary schedule beyond the Bachelor's Degree column or Master's Degree column must be granted by an accredited college or university.
5. To be acceptable toward advancement on the salary schedule credits earned must meet one of the following criteria:
 - a. be related to the individual's academic teaching fields or extracurricular assignments, effective instructional strategies, or be a course in special education, or
 - b. be included in a planned and previously approved curriculum (by the college or university granting the degree) leading to an advanced degree, or
 - c. be part of a planned program leading to certification and/or endorsement in another area, or a maximum of four semester hours per lane change will be allowed for course work that does not fit category (a), (b) or (c), above.
6. To ensure that courses meet the standards set forth above and to ensure that they can be utilized for advancement on the salary schedule, a **PRIOR CREDIT APPROVAL FORM** is to be completed and submitted to the Human Resource Office preferably prior to taking the course. The form is available from the Human Resource Office.
7. When attending a workshop or conference for which the District has paid the registration and/or takes place during the teaching contracted day, college credit may be earned. Additionally, when attending a workshop or conference outside of the contracted day for PIR or pay, college credit may be earned. (2009, 2011)
The credits earned may be used for advancement on the salary schedule under the following conditions:
 - a. The **PRIOR CREDIT APPROVAL FORM** is completed and the course meets the standards set forth in sections 4 and 5 above, and
 - b. The college credit costs are paid solely by the teacher, and
 - c. Additional course work is required by the college or university, in addition to attending the workshop/conference, in order to earn the credit (i.e. a paper, outside reading, a project, etc.)
8. Credit for advancement on the salary schedule may be granted for certified staff teaching specialty areas such as Family & Consumer Science or Industrial Technology at the rate of one (1) semester credit for every fifteen (15) clock hours of acceptable training/education provided by an accredited training institute or program.
9. A teacher may advance horizontally as many lanes as the teacher is entitled by additional professional preparation provided the Bachelor's or Master's (whichever is applicable) has been earned and granted as provided above.

O. EVIDENCE OF ADDITIONAL PREPARATION:

1. An official transcript of credits shall be required for proper placement on the salary schedule.
2. Official transcripts of credits for additional professional preparation if sufficient to advance the teacher's preparation status shall be submitted to the Office of the Superintendent not later than December 10 of the school year in which a change is to become effective. When the official transcript is presented, the teacher shall advance to the new preparation level and shall receive the retroactive pay to the beginning of the school year. (2021)
3. When the official transcript is issued after the December 10 deadline, the teacher shall advance to the new preparation level and shall receive the new salary amount in the next pay period, as per predetermined payroll deadlines, without retroactivity. (2011) (2021)

4. In the case of a teacher being hired at semester time or a teacher returning from leave of absence at the end of the first semester, said teacher shall be granted additional time until March 1 to present evidence in the form of an official transcript and shall receive the retroactive pay to the beginning of the second semester. (2011)

P. **MINIMUM SCHOOL YEAR:** Not less than 135 days of continuous District employment in one school year shall count as a full year of teaching experience for purposes of advancement on the Salary Schedule. Part-time service may be accumulated within three consecutive school years, and when part-time service totals to the equivalent of regular full-time service, an increment shall be granted for the following school year. When the increment is earned and granted, the part-time service accumulation shall start anew with the first day of service in the subsequent school year. No increment in salary shall be granted for less annual service except as allowed in the Legislative Leave provision.

It is the responsibility of the teacher to notify the District when his/her accumulated service entitles him/her to Salary Schedule advancement prior to the completion of his/her then current contracted employment.

Q. **DEPARTMENT HEAD COMPENSATION:** All department head positions created and approved will be compensated as itemized in Appendix D.

R. **EXTRA AND CO-CURRICULAR COMPENSATION:** All extra and co-curricular positions created and approved will be compensated as itemized in Appendix E.

S. **HOURLY RATE:** Teachers filling positions which require certification and who are paid on an hourly basis shall be compensated at the following rate:

When teaching students:	No less than \$27.00 per hour (2023)
When not teaching students:	No less than \$22.00 per hour (2011) (2023)
Class coverage resulting in a loss of prep time:	\$35.00 per hour, rounded up to the nearest 15 minutes. (2019)

All teachers paid at the hourly rate must have prior approval of the appropriate administrator.

T. **STUDENT TEACHER SUPERVISION STIPEND:** Remuneration allowed by the university or college for student teacher supervision shall be paid directly to the teacher or teachers who supervised the cadet teacher. Remuneration is determined by university or college policy.

U. **NATIONAL CERTIFICATION FEES:** The District shall budget \$10,000 annually for payment of National Certification or Recertification Fees for teachers who have successfully completed the National Board Certification. Licensed teachers who have been regularly contracted during the past three school years, including the current school year, and who have been assigned full-time in-district may apply. (2021)

The teacher will submit their receipts along with evidence of successful passing. The \$10,000 will be split equally among the applicants up to a total of each teacher's receipts. Submission date March 1. Payment will be remitted with the last paycheck for the school year. (2019) (2021)

The Board agrees to pay a National Board Certificated teacher a stipend of \$1,250 per year for the duration of the certificate.

V. GFPS SUMMER VIRTUAL ACADEMY

1. Job vacancies will be advertised for GFPS Summer Virtual Academy per Article 6 – Section K.

2. Pay for teaching GFPS Summer Virtual Academy courses will be as follows:

a. Base of \$500 per section plus \$105 per student per section maximum 25 students per section (2017)

W. Case Management Day for Special Education Teachers

1. Special education teachers are eligible for two (2) case management days at their daily rate to be utilized outside their regularly contracted days. The days may be used in half or full day increments. The days are to be approved by the building's principal and the appropriate Executive Director of Student Achievement. Special education teacher case-management days must be utilized prior to the end of the budget year. Unused days do not carry over from year to year. (2023)

ARTICLE 9 – GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. Grievance – an alleged breach of an express provision of this Agreement on a signed, written complaint filed on the Formal Grievance Presentation Form.
2. Aggrieved Party - the teacher or teachers or the Association asserting the grievance.
3. Parties of Interest - the teacher or teachers asserting the grievance, any person or persons assisting in processing the grievance, any person or persons who might be required to take action, or against whom action might be taken, in order to resolve the grievance.

B. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, and in an atmosphere of courtesy and cooperation, equitable solutions of grievance(s), which may arise.
2. Nothing contained in this article of this Agreement shall be construed to prevent any teacher from discussing a problem with the administration and having it adjusted, providing that any resolution of the problem shall be consistent with the terms of the current Agreement.

C. RIGHTS TO REPRESENTATION: The aggrieved party must be present at all meetings and hearings and may be represented at all meetings and hearings at all levels and stages of the grievance procedure by an Association representative. No meeting on a grievance shall take place at any level or stage of the grievance procedure unless the Association has been notified of the time and location of the meeting.

D. TIME LIMITS: All time limits shall consist of calendar days. The time limits specified herein may be extended by written, mutual consent.

E. ELECTION OF STATUTORY OR CONTRACTUAL PROCEDURES AND WAIVER:

1. Nothing herein shall be construed to prevent either party from seeking redress through such administrative or judicial remedies provided under state or federal law for the purposes of enforcing the provisions of this Agreement except as provided below.
2. In the event that a teacher is disciplined, reprimanded, reduced in compensation, suspended, non-renewed, whose contract is terminated as defined in Sections 20-4-204 or 20-4-206 MCA, dismissed as defined in Section 20-4-207 MCA, laid off or recalled as defined in Article 8(K); or other District action is taken within the meaning of Article 6(C), or Article 4(A), the teacher and his/her representative, the Association, together and as one, shall have the right to pursue either statutory or contractual grievance procedure rights and remedies, but not both. In the event that the teacher and the Association, or either one alone, formally initiate any judicial or administrative procedure against the Board, based upon statutory law or otherwise, it is expressly agreed by the teacher and the Association that contractual grievance procedures contained in Article 5 are forever waived, shall not apply, and shall have no force or effect. In the event that the contractual grievance procedure is initiated, the signed grievance shall contain an acknowledgment that all statutory procedures, rights, and remedies are expressly waived.

F. PROCEDURE:

1. Level One (1) - Within twenty-one (21) days of the occurrence of the grievance, or within twenty-one (21) days of the time that the aggrieved party becomes aware of the occurrence of the grievance, or with reasonable diligence should have become aware of the occurrence of the grievance, the grievant shall present the appropriate administrator with the signed, written complaint on the appropriate form. An attempt to resolve the grievance through co-mediated discussion shall be made within fourteen days. The administrator must render a decision within seven days of the co-mediated discussion.
2. Level Two (2) - If the grievance is not resolved at Level One (1), the decision may be appealed in writing on the appropriate form to the office of the Superintendent or designee within seven days of the receipt of the Level One (1) decision. If the grievance is properly appealed, the Superintendent or designee shall meet with the aggrieved party, Association representative, and the parties of interest within seven days to discuss and attempt to resolve the grievance. The decision reached in Level Two (2) shall be issued in writing to the aggrieved party if not represented by the Association and to the Association no later than fourteen (14) days following the Level Two (2) meeting.

3. Level Three (3) - If the grievance has not been resolved at Level Two (2), the decision may be appealed to the Board for consideration within seven(7) days of the receipt of the Level Two (2) decision or within fourteen (14) days of the date of the meeting in the event no decision has been rendered, by filing a written copy thereof with the Clerk of the Board and with the Superintendent or designee. The Board or a committee thereof shall meet with the aggrieved party, Association representative, and the parties of interest at its next regular meeting. The disposition of the grievance shall be indicated in writing to the aggrieved and to the Association if not represented by the Association no later than the next regularly scheduled Board meeting following the meeting during which the grievance was originally considered by the Board or committee thereof.
4. Level Four (4)
 - a. If the grievance remains unresolved at the conclusion of Level Three (3), the grievance may be submitted to the Board by the Association for binding arbitration, provided written notice of the request for submission to arbitration is delivered to the Clerk of the Board and to the Superintendent or designee within fourteen (14) days of the date of receipt of the decision at Level Three (3) or within twenty-one (21) days of the date of the Level Three (3) meeting in the event no decision has been rendered.
 - b. If the parties cannot agree as to the arbitrator within seven (7) days from the date of notification that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit a list of seven (7) names of arbitrators. Within seven (7) days of the receipt of the list, the parties shall select an arbitrator by striking names from the list in alternate order, and the name thus remaining shall be forwarded to the Board of Personnel Appeals. The Board of Personnel Appeals shall notify the arbitrator of his/her selection. The date of the arbitration hearing shall be arranged by the arbitrator in consultation with the Board and the Association. Within thirty (30) days of the date the hearing is closed, the arbitrator shall make an award unless other time limits are required of the arbitrator.
 - c. Rules of procedure to govern the hearing shall be fixed by the arbitrator, and the award, when signed by the arbitrator and submitted to the Association and to the Board within the prescribed time limits, shall be final and binding and shall be subject to rulings in a court of competent jurisdiction.
 - d. The arbitrator shall have no power to add to, subtract from, or alter or vary in any way the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The arbitrator shall have no authority to rule on a non-germane issue of law.
 - e. The fees and expenses of the arbitrator shall be shared jointly and equally between the Board and the Association. Neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to share the cost of such record shall be deemed a waiver of the party's right of access to the record.

G. MISCELLANEOUS:

1. The aggrieved party and the principal or immediate supervisor may agree in writing that Level One (1) of the grievance procedure be bypassed and the grievance processed at Level Two (2).
2. Grievance meetings and hearings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled meetings and hearings are held during the duty day, persons required to participate in the meeting or hearing shall be excused without loss of pay or other benefits. The party requesting the participation of the Board employee shall be liable for the cost of a substitute teacher for each day a teacher is absent whether or not a substitute is hired, with the single exception that the Board will be liable for the wages of the grievant. All meetings and hearings mutually agreed to and held on District property shall be scheduled by the District. Meetings or hearings requested on neutral property shall be arranged and paid for by the requesting party.
3. Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment, or transfer.
5. The failure of the aggrieved party to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal through the grievance procedure concerning the particular grievance.
6. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

7. It shall not be permitted to assert in such arbitration proceeding any ground not specified in the original written grievance. Neither the Board nor the Association shall rely on any evidence not previously disclosed to the other party.

H. LABOR MANAGEMENT COMMITTEE:

The District and the Association agree to establish a Labor Management Committee. The purpose of the committee is to discuss, explore and study problems referred to it by the parties to this agreement. The committee shall have no authority to change, delete or modify any of the terms of the existing Agreement, or to settle grievances arising under the Agreement. The committee will meet a minimum of four (4), but not more than eight (8) times per year. The committee will establish ground rules at its first meeting. (2019)

ARTICLE 10 - NO STRIKE AGREEMENT

- A. The Association agrees that it will not cause or authorize any strike or concerted activity to occur during the life of this Agreement. The Board agrees that it shall not lock out any employee covered by this Agreement.
- B. In the event of any strike or concerted activity the Association agrees to immediately instruct teachers violating this provision that said activity is unauthorized by the Association and in violation of this Agreement and that such teachers are to discontinue said activity and immediately return to work. If these teachers do not resume work immediately upon being so instructed, they shall be subject to discipline, including discharge.

ARTICLE 11 - AGREEMENT CONSIDERATIONS

A. EFFECT:

1. This Agreement constitutes the full and complete agreement between the Board and the Association. This Agreement shall supersede any and all prior rules, policies, regulations, practices, agreements, or understandings concerning terms and conditions of employment heretofore in effect which shall be contrary to or inconsistent with the provisions of this Agreement.
2. This Agreement shall not be interpreted to eliminate past practices unless they are inconsistent with this Agreement. It is recognized that certain hours and other conditions of employment may, by past practice, not conform to the express language of this Agreement. These practices may continue during the term of this Agreement or may be changed by the Board to conform or more nearly conform to the express language of this Agreement.
3. In the event of a material alteration of an established prior teacher benefit not addressed in this Agreement during the term of this agreement, the parties mutually agree to bargain in good faith upon such prior teacher benefit so altered when requested by the Association. This section applies only to the mandatory bargaining subjects of wages, hours, fringe benefits, and other conditions of employment.

B. SAVINGS CLAUSE:

1. Parties recognize that all provisions of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of the state and federal government agencies. Any provisions of this Agreement or application of this Agreement to any employee or group of employees found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect. The parties will meet not later than fifteen school days after notification to both parties of such findings for the purpose of negotiations on the specific provision(s) found to be in violation. All other provisions shall remain in full force and effect.
2. In the event either party fails or refuses to negotiate within fifteen days after written notification to amend the contract to comply with such findings, such offending party shall indemnify, defend, and save the other harmless against all claims, demands, suits, and other liability and court costs which shall result from such refusal.
3. It is further understood that either party's refusal to comply with such findings as defined above shall subject the refusing party to the same indemnification agreement as to the other party.

- C. **CONFORMITY TO LAW:** No teacher shall be bound by any provision, rule, or regulation expressed or implied except as written in this Agreement or other Board policy, or by action of the Legislature or the Montana Superintendent of Public Instruction. Nothing in this provision shall be construed so as to limit or prohibit the right and authority of any administrator or supervisor to manage, supervise, or administer his/her department or building so long as his/her

directives are not in conflict with this Agreement or other written Board policy or the laws of Montana and/or actions of the Montana Superintendent of Public Instruction.

- D. **EFFECTIVE PERIOD:** This Agreement shall be effective as of July 1, 2023 and shall continue in full force and effect until June 30, 2025.
- E. **PRINTING AND DISTRIBUTION OF AGREEMENT:** This Agreement will be printed and distributed at the expense of the Board by September 1 or within sixty (60) calendar days of ratification by the parties. Methods of dissemination will include:
- Hard copies provided to each building as per GFEA, Local 7583, distribution numbers and to all teachers new to the District.
 - Electronic version posted on the GFPS website within the HR pages.
 - Electronic version and URL address emailed to all teachers.
 - Hard copies provided to the Association. (2012)
- F. **REOPENING OF AGREEMENT:** If either the Association or the Board desires to modify or amend this Agreement commencing the day following the expiration noted above, notice of intent to bargain shall be given to the other party no later than January 1 prior to this Agreement's expiration date, and bargaining shall begin no later than March 1 prior to this Agreement's expiration date.

ARTICLE 12 - DATE AND SIGNATURES

This Agreement is entered by and between the Board of Trustees of School District One and A, Great Falls, Montana, and the Great Falls Education Association.

In Witness Whereof,

This Agreement is signed this 13 day of April, 2023.

FOR: BOARD OF TRUSTEES,
SCHOOL DISTRICT No. 1 & A

FOR: GREAT FALLS EDUCATION
ASSOCIATION

Gordon Johnson

Board of Trustees Chair

Tom Cabbage

Tom Cabbage, Unit President

Brian Patrick

Brian Patrick, Clerk of the Board

Stephanie Olson

Unit Secretary

Luke Diekhans

Negotiations Committee Chair

Lance Olson

Negotiations Committee Chair

Signed copy on file at the GFEA Office and the Human Resource Office.

APPENDIX A - APPROPRIATE UNIT

The parties agree that the following positions are exclusions from the definition of the Appropriate Unit as contained in Article 1, Section E, paragraph 2:

- Home-School Coordinator
- Psychologist
- Speech Pathologist
- Tutor (unless contracted)
- Social Worker
- Nurse
- Occupational Therapist
- Physical Therapist
- Para Professional

Finally, the parties agree that this memorandum intends to clarify the definition of the Appropriate Unit regarding those questionable or disputed positions contained herein. It is further intended to serve as a guide for proper inclusion/exclusion of any new but similar positions that may be created during the life of the Negotiated Agreement.

This memorandum shall be attached to the Master Agreement.

**APPENDIX B - SALARY SCHEDULES
SCHOOL YEAR 2023-2024**

BACHELOR'S DEGREE				MASTER'S DEGREE			
STEP	B.A.	B.A.+10 Semester Hours	B.A.+20 Semester Hours	M.A.	M.A.+10 Semester Hours	M.A.+20 Semester Hours	M.A.+30 Semester Hours
1	\$37,739	\$38,946	\$40,193	\$41,400	\$42,625	\$43,836	\$45,060
2	\$39,136	\$40,478	\$41,835	\$43,173	\$44,513	\$45,854	\$47,194
3	\$40,532	\$42,003	\$43,475	\$44,947	\$46,401	\$47,873	\$49,329
4	\$41,929	\$43,532	\$45,118	\$46,724	\$48,285	\$49,892	\$51,459
5	\$43,325	\$45,060	\$46,760	\$48,497	\$50,176	\$51,909	\$53,590
6	\$44,722	\$46,591	\$48,400	\$50,269	\$52,062	\$53,931	\$55,722
7	\$46,117	\$48,119	\$50,043	\$52,043	\$53,950	\$55,949	\$57,855
8	\$47,514	\$49,646	\$51,686	\$53,816	\$55,835	\$57,967	\$59,987
9	\$48,910	\$51,173	\$53,326	\$55,590	\$57,723	\$59,987	\$62,119
10	\$50,307	\$52,702	\$54,968	\$57,366	\$59,610	\$62,007	\$64,251
11	\$51,703	\$54,234	\$56,611	\$59,137	\$61,497	\$64,025	\$66,385
12	\$53,100	\$55,761	\$58,253	\$60,911	\$63,384	\$66,045	\$68,517
13	\$53,100	\$57,289	\$59,894	\$62,685	\$65,271	\$68,064	\$70,649
14	\$53,100	\$57,289	\$61,536	\$64,459	\$67,157	\$70,081	\$72,781
15	\$53,100	\$57,289	\$62,765	\$66,233	\$69,048	\$72,102	\$74,916
16	\$53,100	\$57,289	\$63,996	\$66,233	\$69,048	\$72,102	\$76,417
17	\$53,100	\$57,289	\$65,232	\$66,233	\$69,048	\$72,102	\$77,910
18+	\$53,100	\$57,289	\$65,232	\$66,233	\$69,048	\$72,102	\$79,410

The District may place teachers with less than two years' experience at step two of the salary schedule. These teachers will be advanced to step three when their teaching experience (inside and outside of the District) qualifies them under the terms of this Agreement. Step 10 is the maximum step at which new teachers may enter the District. The Doctoral stipend shall be \$1,250. The National Board Certification stipend shall be \$1,250 per year for the duration of the certificate. Compensation for JROTC positions will be determined by the Department of Defense guidelines. Teacher with an emergency authorization will start at BA, Step 1. At the fulfillment of licensure, they will be moved to BA, Step 2. (2016) (2017) (2023)

SCHOOL YEAR 2024-2025

BACHELOR'S DEGREE				MASTER'S DEGREE			
STEP	B.A.	B.A.+10 Semester Hours	B.A.+20 Semester Hours	M.A. Semester Hours	M.A.+10 Semester Hours	M.A.+20 Semester Hours	M.A.+30 Semester Hours
1	\$39,249	\$40,504	\$41,800	\$43,056	\$44,330	\$45,589	\$46,863
2	\$40,701	\$42,097	\$43,508	\$44,900	\$46,294	\$47,689	\$49,082
3	\$42,154	\$43,683	\$45,214	\$46,745	\$48,257	\$49,788	\$51,302
4	\$43,606	\$45,273	\$46,923	\$48,593	\$50,216	\$51,888	\$53,518
5	\$45,058	\$46,863	\$48,630	\$50,436	\$52,183	\$53,985	\$55,734
6	\$46,511	\$48,455	\$50,336	\$52,280	\$54,144	\$56,088	\$57,951
7	\$47,962	\$50,044	\$52,045	\$54,125	\$56,108	\$58,187	\$60,169
8	\$49,414	\$51,632	\$53,753	\$55,969	\$58,069	\$60,286	\$62,387
9	\$50,867	\$53,220	\$55,459	\$57,814	\$60,032	\$62,387	\$64,604
10	\$52,319	\$54,810	\$57,167	\$59,661	\$61,994	\$64,487	\$66,821
11	\$53,772	\$56,403	\$58,875	\$61,503	\$63,957	\$66,586	\$69,041
12	\$55,224	\$57,991	\$60,583	\$63,348	\$65,919	\$68,686	\$71,258
13	\$55,224	\$59,581	\$62,290	\$65,192	\$67,882	\$70,787	\$73,475
14	\$55,224	\$59,581	\$63,997	\$67,038	\$69,843	\$72,884	\$75,692
15	\$55,224	\$59,581	\$65,275	\$68,882	\$71,810	\$74,986	\$77,913
16	\$55,224	\$59,581	\$66,556	\$68,882	\$71,810	\$74,986	\$79,474
17	\$55,224	\$59,581	\$67,841	\$68,882	\$71,810	\$74,986	\$81,026
18+	\$55,224	\$59,581	\$67,841	\$68,882	\$71,810	\$74,986	\$82,586

The District may place teachers with less than two years' experience at step two of the salary schedule. These teachers will be advanced to step three when their teaching experience (inside and outside of the District) qualifies them under the terms of this Agreement. Step 10 is the maximum step at which new teachers may enter the District. The Doctoral stipend shall be \$1,250. The National Board Certification stipend shall be \$1,250 per year for the duration of the certificate. Compensation for JROTC positions will be determined by the Department of Defense guidelines. Teacher with an emergency authorization will start at BA, Step 1. At the fulfillment of licensure, they will be moved to BA, Step 2. (2016) (2017) (2023)

APPENDIX C- RESPONSIBILITY AGREEMENT

RESPONSIBILITY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Trustees of School District No. 1 and A and _____, a teacher regularly employed in School District No. 1 and A, hereinafter designated as teacher,

Witnesseth:

THAT said teacher is hereby retained by School District No. 1 and A for a period of one year to perform services consisting of: _____ at _____ School, which are hereby designated as responsibility premium duties, and that for these services the School District agrees to pay _____ for the _____ school year; that the teacher agrees that payments for these services rendered to School District No. 1 and A shall not in any way comprise a part of the basic teaching contract; that these duties and the consideration therefore shall terminate at the conclusion of said school year. Should the responsibility of this agreement not be fulfilled in totality, the pay will be prorated.

Divide my responsibility pay equally by the remaining months in the school year, beginning the month after contracted duties begin.

APPENDIX D- DEPARTMENT HEAD COMPENSATION

- A. All department head positions created and approved will be compensated as follows. Indices are computed on the base salary. (2009)

Subject Area	Compensation
Art	0.021140
Business Education	0.051576
Counseling	0.051576
English	0.051576
Family and Consumer Science	0.021140
Foreign Language	0.021140
Freshman Academy	0.035154
Health Sciences (2021)	0.021140
Math	0.051576
Media Center	0.021140
Music and Drama	0.021140
PE/Health	0.021140
Science	0.051576
Social Studies	0.051576
Special Education	0.051576
Trades and Industry	0.035154

- B. All department heads listed above will be expected to assume a regular classroom teaching load. Other duties may be assigned the department head by the principal on days when there are no department duties to be discharged.
- C. Middle School Coordinators and Team Leaders: (2009)

Position	Compensation
Team Leader	0.051576
Coordinator	0.049100
Yearbook	\$500 per school
Science Olympiad	\$500 per school
Secondary Counselor Lead	0.051576

Specific job descriptions and duties of these positions at each Middle School will be made available to all Middle School teachers prior to any assignments to the positions.

- D. Elementary School Coordinators (2019):

*Unless otherwise shown, there is one (1) stipend for each position.

Position	Compensation
Gifted Education	0.051576
Library	0.051576
Health Enhancement	0.051576
Elementary Counselor Lead	0.051576

APPENDIX E- EXTRA & CO-CURRICULAR COMPENSATION

All extra and co-curricular positions created and approved will be compensated as follows. Indices are computed on the base salary.

Longevity payments will be computed on the base salary (Column 1, Step 1) of the current year's salary schedule beginning with the 1999-00 school year. Longevity for purposes of placement on the extra and co-curricular salary schedule is defined as the number of years of continuous experience in the district for a particular activity (gender is not important), in compliance with FMLA, other applicable state and federal laws, and Board policy. Movement in position within the same discipline is viewed as continuous experience, regardless of grade level. An absence of no more than one school year will not result in loss of longevity. The following longevity scale applies to extra and co-curricular positions (2012) (2016) (2019):

LONGEVITY					
Years of continuous district experience	0-3	4-8	9-13	14-18	19+
Longevity percentage	1.0	1.05	1.10	1.15	1.20

ELEMENTARY	
Track Coach	0.02409
Track Assistant Coach (12 or more signed up) (2023)	0.01245
Elementary Cross-Country Coach (2023)	0.02409
Cross Country Assistant Coach (12 or more signed up) (2023)	0.01245

*Unless otherwise shown, there is one (1) stipend per high school. (2016) (2019)

HIGH SCHOOL	
Athletic Trainer, Certified (Fall) (2023)	0.14090
Athletic Trainer, Certified (Winter) (2023)	0.14090
Athletic Trainer, Certified (Spring) (2023)	0.14090
Athletic Trainer Assistant	0.18470
Band Director	0.14090
Band Director Assistant (Marching Band ends at end of football season) (revised 2019)	0.04021
Basketball Head Coach (one (1) for boys and one (1) for girls)	0.17006
Basketball Assistant Coach (Three (3) assistant coaches for boys, 3 assistant coaches for girls at each high school)	0.11459
Chorus Director (Two (2) per high school) (2023)	0.14090
Cheerleader Coordinator (fall) (Two (2) per high school)	0.04697
Cheerleader Coordinator (winter) (Two (2) per high school)	0.04697
Cheerleader Coordinator (spring/summer) (Two (2) per high school)	0.04697
Color Guard	0.07233
Cross Country, Head Coach	0.10129

Cross Country, Assistant Coach	0.07233
Work Experience Coordinator	0.07233
Drama Director	0.14090
Drill Team Coordinator (fall)	0.04697
Drill Team Coordinator (winter)	0.04697
Drill Team Coordinator (spring/summer)	0.04697
FFA Coordinator (One (1) total for both high schools)	0.07233
Football, Head Coach	0.17006
Football, Assistant Coach (Seven (7) per high school)	0.11459
Football Head 9 th Grade (Six (6) per high school)	0.06027
Forensics/Speech & Debate Head Coach	0.14090
Forensics, Assistant Coach (Four (4) per high school)	0.09043
Golf, Coach	0.09043
HOSA Coordinator	0.07233
Indian Education Advisor (2) (2023)	0.05511
Intramural Director (One (1) per high school) (2019)	0.06027
Leadership High School Sponsor (2023)	0.051576
Musical Director (Vocal) (1 total for both high schools, alternating between high schools every other year)	0.02409
Musical Director (Instrumental) (1 total for both high schools, alternating between high schools every other year)	0.02409
Musical Director (Acting) (1 total for both high schools, alternating between high schools every other year) (revised 2019)	0.02409
Office Education Coordinator	0.07233
Orchestra Director	0.14090
Pep Band Director	0.02409
School Newspaper	0.14090
School Yearbook	0.14090
Skills USA	0.07233
Soccer Head Coach (1 boys & 1 girls)	0.10129
Soccer, Assistant Coach (1 boys & 1 girls)	0.07233
Softball, Head Coach	0.14090
Softball, Assistant Coach (Three (3) per high school)	0.09043
Stagecraft	0.14090
Strength Coord (each HS, Summer, Fall, Winter, Spring) (2021)	0.04824
Swimming, Head Coach	0.14090

Student Council (Two (2) per high school) (2019)	0.051576
Swimming, Assistant Coach	0.09043
Tennis, Coach	0.10129
Tennis Coach, Assistant	0.07233
Track, Head for both Boys & Girls (2002)	0.15590
Track Coordinator (one for boys and one for girls - revised 2002)	0.10855
Track Assistant Coach Eight (8) per high school	0.09043
Volleyball Assistant Coach (Four (4) per high school)	0.09043
Volleyball 9 th Assistant	0.06027
Volleyball, Head Coach	0.14090
Wrestling, Head Coach	0.14090
Wrestling, Assistant JV Coach (Two (2) per high school as Girls Wrestling Coordinator) (2023)	0.09043
Wrestling, Assistant Coach (Two (2) per high school)	0.07233

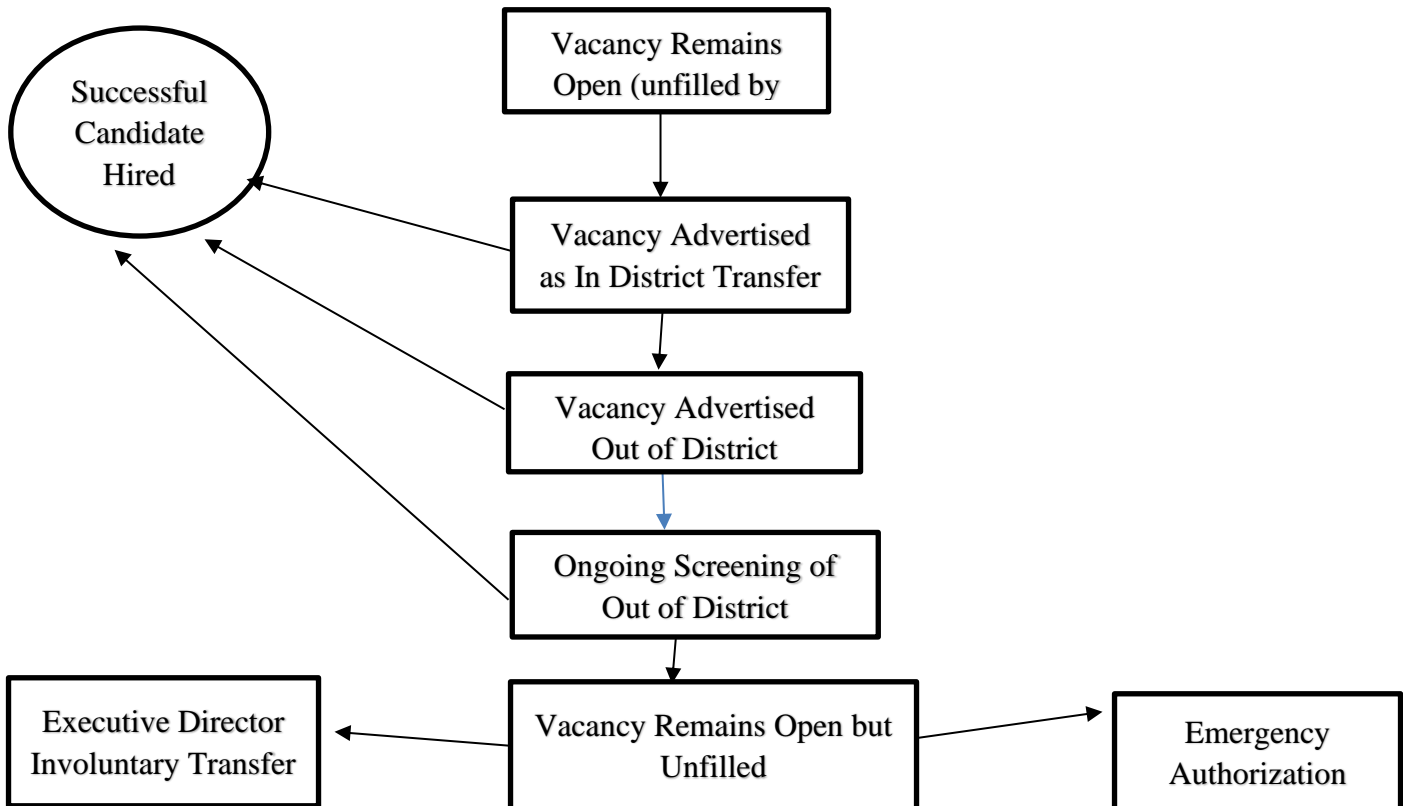
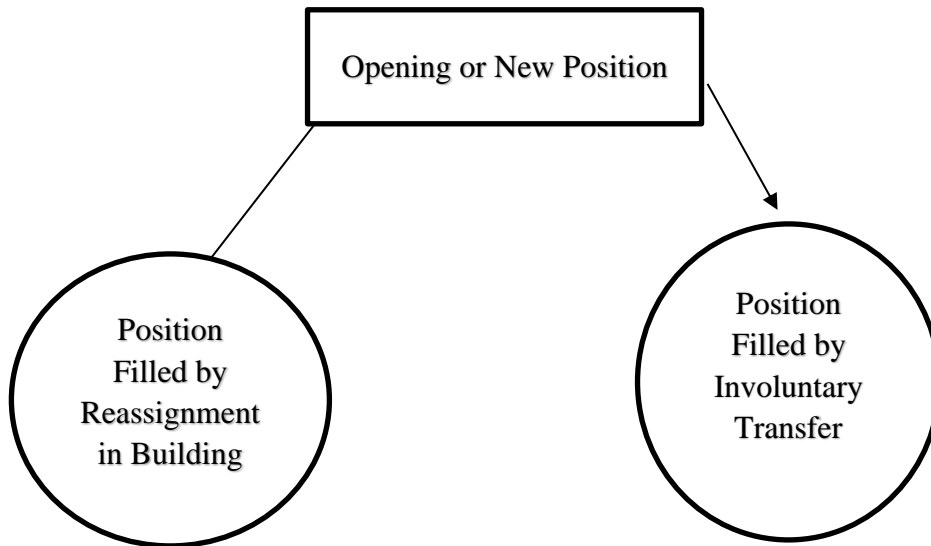
MIDDLE SCHOOL	
Athletic Director	0.12058
Athletic Director Assistant	0.03800
Basketball Coach	0.04824
Cross Country Coach	0.04021
Football Coach	0.04824
Swimming Coach	0.04824
Track Coach	0.04824
Volleyball Coach	0.04824
Wrestling Coach	0.04824

SPECIAL OLYMPICS	
Special Olympics Spring Sports Coach	0.02409
Special Olympics Winter Sports Coach	0.02409
Special Olympics Head Coach and Area Coordinator	0.09649

APPENDIX F – TRANSFER, REASSIGNMENT, AND VACANCY PROCESS FLOW CHART

Transfer, Reassignment and Vacancy Process Flow Chart

Contract language supersedes this flow chart if in conflict.



APPENDIX G - GRIEVANCE FORM

**Great Falls Public Schools
Formal Grievance Presentation (Level One)**

Employee's name: _____

Building: _____ **Appropriate Administrator:** _____

Date of alleged grievance: _____

Witness to filing of grievance: _____

Unit Representative at Step 1: _____

Provisions(s) of Agreement allegedly violated or misapplied:

How was the provision(s) allegedly violated or misapplied:

Remedy sought:

Signature: _____ Date: _____
Grievant

Signature: _____ Date: _____
Administration

A co-mediated discussion must take place within 14 days of receipt of this grievance **and at which time the Co-Mediated Grievance Form must be completed.** (attached)

Date of level One Meeting or Waiver

Signature of Principal/Supervisor

Copy to: Superintendent or Designee
Bargaining Unit Representative

I hereby appeal to the Superintendent or his designee for a review of the grievance.

Date

Signature of Employee

Copy to: Principal/Superintendent
Superintendent or Designee
Bargaining Unit Representative

Revised 4/19

**Great Falls Public Schools
Formal Grievance Presentation
Co-Mediated Grievance Discussion**

Grievance #

A co-mediated discussion was held on _____ (Date). The co-mediators were

_____ (GFEA) and _____ (GFPS)

Also in attendance were: _____

INTERESTS EXPRESSED (To be completed by co-mediators):

OPTIONS DISCUSSED:

Decision due within 7 days of co-mediated discussion _____ (Date)

DECISION RENDERED:

Date _____

Signature _____

Appropriate Administrator

I hereby appeal to the Superintendent or his designee for a review of the grievance. The remedy sought is:

Date _____

Signature _____

Signature Certificate

Reference number: AU3P4-BMKGQ-SWBM7-RXCDV

Signer	Timestamp	Signature
Luke Diekhans Email: luke_diekhans@gfps.k12.mt.us Sent: 13 Apr 2023 21:25:16 UTC Viewed: 13 Apr 2023 21:25:20 UTC Signed: 13 Apr 2023 21:26:22 UTC		 IP address: 69.145.82.195 Location: Great Falls, United States
Tom Cubbage Email: cubbage.gfea@gmail.com Sent: 13 Apr 2023 21:25:16 UTC Viewed: 13 Apr 2023 22:15:41 UTC Signed: 13 Apr 2023 22:17:12 UTC		 IP address: 72.175.79.145 Location: Great Falls, United States
Recipient Verification: ✓ Email verified	13 Apr 2023 22:15:41 UTC	
Lance Olson Email: lance_olson@gfps.k12.mt.us Sent: 13 Apr 2023 21:25:16 UTC Viewed: 14 Apr 2023 00:18:38 UTC Signed: 18 Apr 2023 18:52:04 UTC		 IP address: 69.145.82.208 Location: Great Falls, United States
Recipient Verification: ✓ Email verified	14 Apr 2023 00:18:38 UTC	
Stephanie Olson Email: stephanie_olson@gfps.k12.mt.us Sent: 13 Apr 2023 21:25:16 UTC Viewed: 18 Apr 2023 19:41:16 UTC Signed: 18 Apr 2023 19:42:05 UTC		 IP address: 69.145.82.220 Location: Great Falls, United States
Recipient Verification: ✓ Email verified	18 Apr 2023 19:41:16 UTC	

Document completed by all parties on:
18 Apr 2023 21:35:54 UTC

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Signature Certificate

Reference number: AU3P4-BMKGQ-SWBM7-RXCDV

Signer	Timestamp	Signature
Brian Patrick Email: brian_patrick@gfps.k12.mt.us Sent: 13 Apr 2023 21:25:16 UTC Viewed: 18 Apr 2023 21:07:26 UTC Signed: 18 Apr 2023 21:07:46 UTC		
Recipient Verification: ✓ Email verified	18 Apr 2023 21:07:26 UTC	IP address: 69.145.82.192 Location: Great Falls, United States

Gordon Johnson Email: gordon_johnson@gfps.k12.mt.us Sent: 13 Apr 2023 21:25:16 UTC Viewed: 18 Apr 2023 21:35:23 UTC Signed: 18 Apr 2023 21:35:54 UTC		
Recipient Verification: ✓ Email verified	18 Apr 2023 21:35:23 UTC	IP address: 75.143.212.183 Location: Great Falls, United States

Document completed by all parties on:

18 Apr 2023 21:35:54 UTC

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