MASTER
LABOR AGREEMENT

between

Billings Public Schools

and

Billings Education Association

Term:

July 1, 2026 through June 30, 2028

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AGREEMENT

This Agreement is entered into by and between the Board of Trustees, School District No. 2 and Billings High School District, Billings, Montana, (the "Board" or "District") and the Billings Education Association (the "Association" or "BEA").

ARTICLE I
DEFINITIONS

Section 1. School District, School Board: The terms "School Board" and "School District" shall mean School District No. 2 and Billings High School District, Billings, Montana, its Board of Trustees or designated representative(s) of the Board.

Section 2. BEA, Association: The terms "BEA" and "Association" shall refer to the Billings Education Association, or its designated representatives.

Section 3. Meet and Negotiate: "Meet and Negotiate" means the performance of the mutual obligations of the School District and the Association to meet at reasonable times, with the good faith intent of entering into an agreement with respect to terms and conditions of employment: provided, that by such obligations neither party is compelled to agree to a proposal or required to make a concession.

Section 4. Meet and Confer: "Meet and Confer" means the exchange of views and concerns between the School District and the Association.

Section 5. Superintendent: The terms "Superintendent" and "Superintendent of Schools" shall refer to the chief administrative officer of the School District.

Section 6. Administration or Administrator: The terms "Administration" and "Administrator(s)" when used herein shall refer to management officials and supervisory employees, designated by the School District, to act for or in the interest of the School District.

Section 7. Department Chairperson/Area Coordinator: The terms "department chairperson" and "area coordinator" are used to designate Teachers who have been designated to facilitate work within a school in a specific curriculum area. The Teachers have no supervisory or evaluative authority.

Section 8. Technology Integration Specialist: The term technology integration specialist is used to describe Teachers who have been designated to peer mentor other Teachers in technology use in the classroom. The specialists hold certification as Teachers and are hired as Teachers.

Section 9. Teacher or Employee: The term "Teacher(s)" or "Employee(s)" as used herein shall mean a member of the appropriate unit as defined in the Agreement.

Section 10. Additional Compensation: The term "Additional Compensation" includes compensation received for advanced degrees, national certification, and/or additional FTE beyond full time requirements.

Section 11. Base Salary: The term "Base Salary" shall mean the wage on the Salary Schedule in Appendix B of this document that coincides with 0 years of experience and zero credits beyond a Bachelor's Degree.

Section 12. Salary: The term "Salary" shall mean the Salary Schedule wage based upon an individual's experience and educational credits earned and any Additional Compensation, except extra pay stipends enumerated in Appendix D and stipends for Department Chair or Area Coordinator.

Section 13. Salary Schedule: The term "Salary Schedule" refers to a matrix of wages based on years of experience and level of education found in Appendix B of this document.

Section 14. Hourly Wage Rate: The term "Hourly Wage Rate" means the employee's Salary divided by the number of days of employment divided by the contracted hours per day.

Section 15 Daily Rate of Pay: A teacher's *daily rate of pay* shall be defined as the employee's total contracted salary, not including extracurricular stipends, for the current school year divided by the number of contract days in that school year. For example the 2025-2026 school year, the number of contract days shall be 182. Therefore, the daily rate shall be calculated as: daily Rate = Total Contracted Salary divided by 182.

Section 16: Non-Pupil Report (NPR) Days: Two (2) Non-Pupil Report (NPR) Days shall be scheduled prior to the first student attendance day of each academic year. NPR Days are not required by state statute and no students shall be in attendance. The purpose of NPR Days is to provide educators time to prepare classrooms, develop instructional capacity, and establish effective learning environments to support a strong start to the school year.

Day One (1): Teacher Preparation
The first NPR Day shall be designated as teacher duty free preparation time for the full contract day, as defined by this Agreement. No mandatory meetings, trainings, or professional development shall be scheduled on this day unless mutually agreed upon in writing by the District and the BEA President at least ten (10) calendar days in advance.

Day Two (2): Professional Development / Preparation
The second NPR Day may be used by the District to provide District level professional development in consultation with the BEA or training when either are federally mandated, state mandated, or required pursuant to a legal decision, provided the District supplies documentation to the Association upon request that cannot reasonably be accommodated within the regularly scheduled PIR days. A written schedule and description of any such professional development or training shall be provided to the BEA no fewer than ten (10) calendar days prior to the start of the school year.

If no professional development or training is scheduled, the second NPR Day shall be designated as teacher preparation time for the full contract day.

ARTICLE II
RECOGNITION OF REPRESENTATIVE

Section 1. Recognition: The School District recognizes the Billings Education Association as the exclusive representative of Teachers employed by the School District as defined in the appropriate unit.

Section 2. Appropriate Unit: The exclusive representative shall represent the members of the appropriate unit which shall consist of all Teachers of the School District who are certificated in Class I, Class II, Class IV, or Class V as provided in Section 20-4-106 MCA or Class VII, and whose position calls for or requires such certification except as noted in this section.

The appropriate unit shall include technology integration specialists, home-bound Teachers, summer school Teachers, curriculum workers, speech/language pathologists, speech clinicians, nurses, physical therapists, occupational therapists, audiologists, audiometrists, psychologists, social workers, psychometrists, librarians (elementary and secondary), grant writers, Even Start advocates, Nite Owl Teachers who teach during the day, and substitute teachers teaching in the same position for thirty (30) or more consecutive days, and others as stipulated in the hearing and order regarding Unit Clarification Case #71465.

The appropriate unit shall exclude the Superintendent, assistant Superintendents, principals, assistant principals, directors and assistant directors, administrative assistants, supervisors, coordinators, public information officers, reading tutors, audio-visual technicians, migrant program teachers, home-school coordinator or coordinators, instructional materials center technicians, substitute teachers who teach in the same position less than thirty (30) consecutive days. Substitute teachers, teaching in the same position for thirty (30) or more days, will be placed under contract on the appropriate step of the Teacher's Salary Schedule and have all the benefits and privileges of other members of the unit.

Section 3. It is agreed that employees hired as elementary librarians must be certificated Teachers with a library endorsement. These employees will be given a Teacher's contract, placed on the appropriate step on the Salary Schedule, and have all the benefits and privileges of other members of the unit.

ARTICLE III
ASSOCIATION RIGHTS

Section 1. Right to Organize: The Board hereby agrees that all Teachers shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection in accordance with 39-31-201 MCA. The Board further agrees that it will not discriminate against any Teacher for exercising any right granted by the Public Employees Bargaining Act of this Agreement.

Section 2. Dues and Check-off: The School District shall deduct from the salaries of Teachers, such monies for the Association and its affiliated organizations as said Teachers individually authorize the School District to so deduct. Commencing in September and each month thereafter the School District shall deduct in equal installments the monies that the Teacher has agreed to pay the Association during the period provided in the individual's authorization. New authorizations when received by the School District during the school year will be deducted in equal installments over the remaining monthly payments of the Teacher's Salary.

Subd. 1. The Association will certify to the School District the current rate of membership dues and the names of individuals who have joined the Association and will submit to the School District cards signed by the individual Teacher authorizing deductions by the School District. In order for a deduction to be made for a given month, the authorization cards must be received by the School District no later than the fifth day of said month.

Subd. 2. Remaining unpaid monies shall be deducted from the final paycheck of a Teacher leaving employment of the School District provided the individual authorization card clearly indicates such obligation on the part of the individual Teacher.

Subd. 3. The School District shall transmit all deducted monies, along with a list of the names to which deductions are made, to the Association on a monthly basis.

Section 3. Duty of Fair Representation:

Subd. 1. The Association as exclusive representative of all employees described in Section 2 of Article II will represent all such persons fairly, whether members or not.

Subd. 2. No employee shall be required to join the Association, but membership shall be made available to all who apply, consistent with the Association Constitution and policies.

Section 4. Release Time for BEA Officer: The School District will provide a 230-day extended contract for one Executive Officer to permit said officer to attend to Association business at no loss of Salary or fringe benefits. The Association will determine which individual will be released and the Association will determine the amount of time the individual will be released and notify the District prior to June 1 of the preceding year. Such release time shall be reimbursed monthly to the School District on a pro rata basis.

Section 5. Information: The School District agrees to furnish to the Association upon written request to the Superintendent such information, or access to such information as is not confidential and is available.

Section 6. Communication: Representatives of the Association will be permitted to transact Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Representatives of the Association may meet with a Teacher or Teachers during the regular working day (see Section 1, Article VI) unless a Teacher is engaged in a pupil related contact, faculty meeting, conference or other assignment from the principal. Transaction of Association business shall include the right to the use of a reasonable part of a bulletin board in cooperation with the building principal. The bulletin board will be in a Teacher use area not normally accessible by students.

Section 7. Meetings: The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Scheduling shall be coordinated with the principal of the building in question in advance of the time and place of such meetings.

Section 8. School Mail/Email: The Association shall have the right to use the District email, inter-school mail facilities, and school mail boxes as arranged with the Superintendent of Schools. The School District shall not be responsible if BEA 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 BEA.

Section 9. Meet and Negotiate: Neither the Association nor the School District shall attempt to Meet and Negotiate with any individuals except through the officially designated representative of the parties.

Section 10. Meet and Confer: Upon request, the School District shall Meet and Confer with the Association to discuss educational policies and those matters which are not included under terms and conditions of employment.

Section 11. Negotiations Released Time: The School District shall provide substitutes for a maximum of six representatives of the Association for a maximum of six negotiation sessions, to commence at 1:00 p.m. Or at a time agreed upon by both parties, and such Association representatives shall be relieved of their regular assignments. If negotiations shall not be completed after six sessions, additional sessions during school hours may be arranged by mutual agreement of the parties.

Section 12. Association Leave:

Subd. 1. Teachers who are elected or appointed to represent the Association or its affiliates shall be granted leave, without loss of pay to attend state, regional, and national meetings and conventions. Leave granted shall include adequate travel time in addition to the meeting time. Notice of intended use of Association Leave shall be given to the Superintendent by the Association President at least three (3) days in advance of usage except in cases of emergency. The Association will reimburse the School District in an amount representing the current substitute rate of pay for each day a Teacher is absent whether or not a substitute is hired. The aggregate number of days allowed under this Section shall not exceed 110 days per year.

Subd. 2. Absence for Association Leave beyond the amount provided in Subdivision 1 hereof may be granted by the School District and under such circumstances the Association shall reimburse the School District in the amount of the daily rate of the absent Teacher's Salary for each days absence.

Section 13. MFPE President's Leave:

Subd. 1. Upon written notification that a member of the bargaining unit has assumed the presidency of the MFPE, the School District shall grant the MFPE president an unpaid leave of absence for the term of office.

Subd. 2. Pursuant to Subd. 1, Section 3, Article XVIII, the period of time spent on this leave shall not be considered a break in the Teachers' service and seniority will continue to accrue. Time spent on leave shall not count toward step advancement on the Salary Schedule.

Subd. 3. The Teacher elected to the MFPE presidency may continue in the Teachers' retirement system and the District's group insurance plan assuming the MFPE reimburses the School District for the full cost of Salary, insurance and retirement contributions.

Section 14. Preservation of Work and Use of Artificial Intelligence: Work customarily and historically performed by employees within the bargaining unit shall continue to be performed by employees in the bargaining unit and shall not be solely performed by artificial intelligence. The District reserves the right to integrate technological tools, including Artificial Intelligence, to support teaching and learning. The District will prioritize professional development to ensure teachers remain proficient in evolving industry standards.

ARTICLE IV
TEACHER'S RIGHTS

Section 1. State Code Rights: Nothing contained herein shall be construed to deny or restrict to any Teacher such rights as he/she may have under Montana School laws or other applicable laws and regulations.

Section 2. Employee Discipline: No Teacher shall be reduced in compensation or suspended without pay or dismissed during the term of his/her annual individual contract, except for just cause. In the event of dismissal during the term of a Teacher's annual individual contract, the Teacher may elect his statutory appeal right as provided by Montana statutes, or if the Teacher so elects, may appeal through the grievance procedure. In the event, however, the Teacher elects to pursue the statutory appeal process, the Teacher shall not be permitted to utilize or pursue the grievance procedure.

Section 3. Teacher Personnel File:

Subd. 1. A Teacher's personnel file (excluding the confidential portion) shall be open to that Teacher or any party that the Teacher so designates. The confidential portion shall include only college credentials and letters of recommendation by former employers.

Subd. 2. The Teacher will be informed in writing of all additions to his/her personnel file with these exceptions:

(a) Items received from the Teacher.
(b) Additions requested by the Teacher.
(c) Items bearing the Teacher's signature.
(d) Items relating to certification, credits, or college courses.
(e) Any item when a copy is given to the Teacher.

Subd. 3. All items relating to an individual Teacher's performance shall be kept in a single official file. Documents may not be permanently removed from the file without the mutual consent of the Teacher and Superintendent, or his designee. When an item is temporarily removed from the file a notification card will be placed in the file. Any personal notes retained by an Administrator regarding a Teacher's performance may not be used in any disciplinary proceeding.

Subd. 4. A copy of the Teacher's evaluation must be placed in his/her personnel file. If in disagreement with the evaluation or any other item contained in the Teacher's file, the Teacher will have the right to place a dissent in the file, within twenty (20) working days of receipt.

Section 4. Payroll Deductions: Upon appropriate written authorization by the Teacher, the School District shall deduct from the Teacher's Salary and make appropriate remittance for the following: any financial institution, Board approved tax-sheltered annuities, and one Association sponsored insurance program provided such program is available to all members of the appropriate unit. In addition, the School District will deduct Association dues as provided in Article III, Section 2.

Section 5. Student Teachers:

Subd. 1. Any Teacher willing to supervise a student teacher in the classroom must provide written notice annually to the Administration.

Subd. 2. Any Teacher may refuse the assignment of a student teacher.

Subd. 3. A Teacher desiring to accept a second student teacher in a single school year shall confirm that intention in a conference with the appropriate Director, and if the Teacher desires, a representative of the Association.

Subd. 4. The District shall make its best effort to notify the Teacher five (5) days prior to the assignment of a student teacher.

Section 6. Dismissal-Tenure Teacher: No tenured Teacher shall be dismissed except for cause as provided by 20-4-204 MCA. The Teacher may elect his statutory right to seek redress through the appeal process provided in 20-4-204 MCA, or if the Teacher so elects, he/she may seek redress through the grievance procedure. In the event, however, the Teacher elects to pursue his statutory appeal process provided by 20-4-204 MCA, the Teacher shall not be permitted to utilize or pursue the grievance procedure.

Section 7. Non-Tenure Teacher Severance Policy: Every non-tenured Teacher shall be entitled to notification by the Superintendent in writing by June 1, if his/her contract is not being renewed. Notification of non-renewal shall be pursuant to Montana statute 20-4-206 MCA. Such notification and non-renewal shall not be subject to the grievance procedure, provided that the District has met the provisions of Article XIV.

Section 8. Electronic Surveillance: Recorded material from electronic surveillance of a school site shall only be released to non-district personnel through the presentation of a court order and/or at the recommendation of district legal counsel.

Section 9. Safety and Discipline in the School Environment

The administration, teachers, and staff collectively share the responsibility of maintaining control and discipline within the school premises to uphold a conducive learning environment. This collaborative effort is paramount in fostering safety for both students and staff members.

Subd. 1: Response to Severe Behavior

In cases of imminent physical harm, such as verbal threats or physical aggression, teachers should seek immediate assistance from the building administration or a designated representative. Staff members have the authority to request the temporary removal of a student from class when such imminent threat of physical harm occurs. The teacher involved shall promptly report the incident to the building principal or designated personnel and document it formally. Additionally, the principal or designated personnel may provide necessary assistance, including relieving the staff member temporarily and involving law enforcement if warranted.

Subd. 2: Notification of Violent Behavior History & Staff Training

Upon written notification to the building administration regarding a student with a history of violent behavior, teachers will receive written notification when such a student is placed in their classrooms. Formal information excludes social media posts or informal word-of-mouth communication.

Additionally, the district commits to providing prevention, de-escalation, and safety training to teachers annually. Staff members may request supplementary safety training through the building-level administration, subject to approval by the Executive Director.

Subd. 3: Return Authorization and Communication

A student removed from the classroom pursuant to this provision may only return to the classroom upon authorization from the principal or designated authority with prior communication to the teacher. The administration and staff will collaborate to promptly notify the student's guardian(s) about the incident and resolution. All consequences must adhere to policy 3300 regarding student discipline unless otherwise determined by a student's IEP or Section 504 plan.

Subd. 4: Record Keeping

All incidents involving staff or student injuries shall be documented for record-keeping purposes. Data for all behavior incidents involving students with disabilities under the IDEA and Section 504 will be documented and provided to the appropriate staff members for progress reporting and IEP determinations.

In no event shall anything in this section be construed or interpreted in a manner that conflicts with any provision contained in an Individualized Education Program (IEP) or a Section 504 plan.

ARTICLE V
SCHOOL DISTRICT RIGHTS

Section 1. Rights of the Board: The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law. The Association further agrees that all management rights, functions and prerogatives not expressly delegated in this Agreement are reserved to the School District.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations: The parties recognize that all Teachers covered in this Agreement shall perform the teaching and teaching related services prescribed by the School District. The parties also recognize the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary insofar as such rules, regulations, directives, and orders are not inconsistent with terms of this Agreement, and all provisions of this Agreement are subject to the laws of the State of Montana, Federal laws and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect. Provided, however, that such Montana laws or other applicable laws and regulations are not incorporated into this Agreement by reference.

ARTICLE VI
SCHOOL DAY

Section 1. Work Day: The time the student day commences may vary according to the needs of the educational program(s) of the School District. The scheduling of school hours shall be designated by the Board of Trustees. Regardless of the time the student day commences the workday for Teachers shall not exceed seven and one-half (7½) hours, exclusive of lunch.

Subd. 1. Work Day Duties: Besides their teaching responsibilities, Teachers are obligated to participate in faculty meetings, department meetings, parent conferences, and in-service meetings.

Subd. 2. Open Houses: Teachers are obligated to attend one open house per school year that generally occurs during the evening hours where the intent is for parents to be able to meet teachers and see the school environment. Additional open houses will be voluntary and the District may offer hourly pay at their discretion.

Section 2. Additional Activities: Activities and meetings scheduled outside the workday or which extend beyond the contracted 7½ hour workday will be compensated at the Teacher's Hourly Wage Rate.

Subd. 1. Exceptions to the above are those activities for which Teachers receive an extra pay stipend, those activities otherwise compensated for in the contract, parent conferences, one open house, and IEP/504/pre-referral meetings.

Subd 2. IEP Attendance:

In the event an employee is required to attend ER, IEP, 504, pre-referral or MDR meetings beyond the employee's contractual duty day, the first one (1) hour per workweek shall be uncompensated. Any time spent attending such meetings in excess of one (1) cumulative hour per workweek beyond the duty day shall be compensated at the employee's instructional rate upon submission of a timesheet.

Section 3. Elementary (K-6) Additional Activity Assignments:

Subd. 1. Academic and school-related initiatives that require ongoing participation throughout the school year (such as School Quality Planning Teams, Technology Committee, and Student Referral Team) are recognized as comprehensive professional assignments. Teachers accepting comprehensive assignments are exempt from an obligation to accept further assignments outside of the workday.

Subd. 2. Another category of additional activities includes school-related social events and activities in which Teachers participate on a voluntary basis. In the event the volunteer system would not meet the needs for participation of Teachers in such social events and activities, Teachers may be assigned, at the building Administrator's discretion, to participate in two (2) events, duties or activities per school year.

Section 4. Duty Free Lunch: Except in cases of emergency, Teachers shall have a duty free lunch period, not less than 30 minutes in length. It is understood that the elementary Teacher has the obligation to take students to the designated lunchroom.

Section 5. Medical Appointments: Teachers shall be permitted the use of preparation time for attendance at medical appointments. Teachers shall be permitted to seek teacher volunteers who will teach a portion of a class period to allow for attendance at onsite medical appointments without loss of leave. Teachers shall be permitted to use non-student contact time at the beginning and end of the workday to allow for attendance at medical appointments without loss of leave. Teachers will notify their administrator of their planned covered absence. In the event an early morning appointment would run into the beginning of student contact time, a teacher, prior to the day of the appointment, may seek teacher volunteers to teach during that time, not to exceed 15 minutes. Teachers will notify their administrator if they will exceed the 15 minutes. Classroom coverage will be at no additional cost of the District. The additional cost does not include scenarios where sick leave or discretionary leave is used. Appointments must be for the employee or his/her immediate family.

Section 6. Workload:

Subd. 1. Definition of Instructional Day and Preparation Time.

(a) Instructional Day. Instructional day is defined as the time students receive direct Teacher instruction.

(b) Preparation Time. Preparation time is 300 minutes of uninterrupted, duty-free time per week. This time is to be used for preparation for student instruction and student record keeping. The scheduling of preparation time is to be done in blocks of no fewer than 30 minutes in duration.

(i) K-3rd Grade Teachers: Uninterrupted, duty-free time when Teachers are excused from their classroom responsibilities while students receive instruction from specialists, and which includes a minimum of 1/2 hour of time beginning 15 minutes after the dismissal of the students at the conclusion of each day.

(ii) 4th-5th Grade Teachers: Uninterrupted, duty free time which occurs during the instructional day when Teachers are excused from their classroom responsibilities and their students receive instruction from specialists.

Subd. 2. Elementary Teachers:

(a) Elementary Teachers will be excused from their classroom responsibilities while K-5 Art, Music, Library and Health Enhancement/PE specialists are teaching their students. This time is to be used by Teachers as a preparation period.

(b) Elementary Teachers (K-5) will be provided no less than 300 minutes of preparation time in a normal week. The preparation period shall be scheduled within the Instructional day (defined in Article VI, Section 6, Subd. 1 (a)) and shall be in addition to the lunch period.

(c) This subdivision is intended to describe workload terms for conventional classroom Teachers and elementary librarians and shall not apply to counselors, social workers, psychologists, speech/language pathologists, audiologists, and itinerant Teachers assigned to special education, audio/visual personnel and the like. Teachers other than conventional classroom Teachers and elementary librarians shall schedule 300 minutes of preparation time into their respective schedules during a normal week.

Subd. 3. Middle School and High School Teachers: Middle School and High School Teachers will be provided no less than 300 minutes of individual preparation time in a normal week. Any preparation time shall be scheduled within the Instructional day (defined in Article VI, Section 5) and shall be in addition to the lunch period.

(a) Six Period Day: If the Board determines that a six-period day for Teachers shall be followed in any one of the District's secondary schools, a Teacher assigned to a 6th period of structured classroom teaching shall be compensated at the rate of one sixth (1/6) of his or her Salary per year per hour of overload. In the event overload is for a lesser period, the compensation shall be reduced pro rata.

(b) Seven Period Day: If the Board determines that a seven period day for Teachers shall be followed in any one of the District's secondary schools:

(1) It is intended that a Teacher's assignment would normally involve five structured classroom-teaching periods, one preparation period, and one period of assigned time. Assigned time is defined as those assignments that do not involve structured classroom teaching but may involve Teachers in curriculum development, program evaluation, student supervision, working with students on an informal, irregular basis, service as a Department Chairperson, voluntarily supervising student activity periods.

(2) A Teacher may prefer a period of structured classroom teaching in place of the assigned period. The District will attempt to accommodate such a desire, if requested. A Teacher requesting such an assignment will confirm this request in a conference with an Assistant Superintendent, or Executive Director. A representative of the BEA will be present at this conference if the Teacher so elects. A Teacher volunteering for this additional period shall not be entitled to overload pay.

(3) A Teacher assigned to a sixth period of structured classroom teaching in place of the assigned period, shall be compensated at the rate of one-seventh (1/7th) of the Teacher's Salary per year for this sixth period assignment. If the assignment is for a portion of the sixth period, the extra stipend will be prorated.

(4) If a Teacher is assigned a seventh period structured classroom teaching in place of the preparation period, the Teacher shall be compensated an amount in addition to the stipend required by (3) above. This additional stipend shall be at the rate of one-seventh (1/7th) of the Teacher's Salary for this seventh period. If the assignment is for a portion of the seventh period, this extra stipend shall be prorated.

Subd. 4. Preparation time is available to Teachers teaching half time or more.

Section 7. Additional Work Load: Employees who voluntarily assume extra workload due to unavailability of substitutes shall be compensated one half hour at the instructional rate and thereafter for actual time measured in tenths of an hour for the additional contact time.

Section 8. Travel Time: Working with principals, specialists, itinerant teachers and other related personnel, the Coordinator of Music and Art Education shall be charged with ensuring a schedule that provides sufficient time for specialists and itinerant teachers to move within and between schools in a safe and efficient manner.

(a) The Executive Director of Facilities or a designee will work with principals to designated parking spots at schools where space is available for itinerate teachers so they may maximize their time with student instruction. The loading and unloading of materials and teaching supplies will be taken into consideration.

Section 9. Professional Learning Communities:

Subd. 1. Definition of Professional Learning Communities (PLC): PLCs will be teacher/team-led and student-centered. It will focus on the four essential questions:

- What do we want all students to know and be able to do?
- How will we know if they learn it?
- How will we respond when some students do not learn?
- How will we extend the learning for students who are already proficient?

Subd. 2. PLC Intent and Collaboration: The District and the Association agree that the intent of PLC's is to allow opportunities for educator and student growth while maintaining PLC team autonomy and creativity. In addition, the intent is to collaborate with their colleagues and administrators as needed to develop and grow as educators and allow teachers to function as experts and professionals in their subject area and education.

Subd. 3. PLC Schedule: PLC's will meet for a maximum of 60 minutes on Wednesdays at the end of the instructional day after student dismissal.

a. One PLC time per month will have the option of having full building level staff meetings and/or training.

b. Teachers will have the ability to have enrichment and/or remediation as a complete grade level or subject area (not to exceed once per six weeks) in collaboration with building administration during one of their PLC times.

c. One PLC time per month will be scheduled for Prep Time as outlined in the CBA under Article VI School Day Section 6. Workload. This section is the only other exception to the requirements of preparation time only occurring during the instructional day as outlined in the CBA and shall be non-precedent setting.

Subd. 4. PLC Work Expectations: All PLC work will be completed during PLC time. Teachers will not be required to complete PLC related work outside of PLC time. PLC work will be directly related to the four essential questions.

Section 10. Grant Money Initiatives and Workload: The District shall meet and confer with the Association about the implementation of a grant that will impact teacher workload. The District will make a reasonable effort to do this prior to the implementation of the grant.

ARTICLE VII
COMPENSATION

Section 1. Salary

Subd. 1. Fiscal Year 2027 (School Year 2026-2027): The Salary Schedule reflected in Appendix B attached hereto, and by reference made a part hereof, shall be a part of this Agreement for Fiscal Year 2027 (School Year 2026-2027). The 2026-2027 salary schedule will reflect a 1.5% increase to the BASE wage cell (BA Step 0), an additional two hundred and fifty dollars ($250) on each cell in Step 15, and a $2,250 Master's Stipend and a $3,000 PhD stipend.

Fiscal Year 2028 (School Year 2027-2028): The Salary Schedule reflected in Appendix B attached hereto, and by reference made a part hereof, shall be a part of this Agreement for Fiscal Year 2028 (School Year 2027-2028). The 2027-2028 salary schedule will reflect a 1.5% increase to the BASE wage cell (BA Step 0), an additional two hundred and fifty dollars ($250) on each cell in Step 15, and a $2,250 Master's Stipend and a $3,000 PhD stipend.

A Teacher will be eligible to move one experience step (e.g., from "0" to "1") per school year during the term of this agreement if they have been employed for more than ninety (90) consecutive workdays during the previous school year.

Subd. 2. If a session of the Montana Legislature reduces funds available to the School District during the term of this Agreement, the School District may give notice to the Association within sixty (60) calendar days after such reduction is final of the District's intention to renegotiate the salaries reflected in Appendix B attached hereto. If a session of the Montana Legislature increases funds available to the School District during the term of this Agreement, the Association may give notice to the School District within sixty (60) calendar days after such increase is final of its intention to renegotiate the salaries reflected in Appendix B attached hereto.

Subd. 3. The District and Association will through collective bargaining ensure that "base teacher pay", as defined in 20-9-324, MCA, is at least the amount necessary to meet the legislative goals for teacher base pay, in accordance with the provisions of 20-9-324.

Section 2. Salary Schedule Guidelines:

Subd. 1. Placement: All Teachers, including those in Federal and other special programs, will be placed on the Salary Schedule at a level that they qualify for under these guidelines. Newly employed Teachers shall have one year from the date of initial Salary Schedule placement to challenge said placement based on the guidelines herein.

Subd. 2. Part time Teachers: Less than full time Teachers shall be placed on and shall advance on the Salary Schedule according to the guidelines in this Section. However, compensation shall be prorated according to the following formula:

The percentage of the full Salary amount will be the ratio of the Teacher's assigned time, including preparation time, to the length of the regular workday, as defined in Article VI, Section 1. Teachers assigned one half of the regular Teacher's day shall be given credit for one-half preparation time.

Subd. 3. Previous Experience Credit: Any combination of the following, but in any event not to exceed a total of ten (10) years will be recognized as previous experience credit for purposes of determining initial placement on the Salary Schedule.

(a) Full credit for each year of teaching experience.

(b) Active-duty military service contiguous to teaching training or teaching experience, not to exceed two years.

(c) If teaching or approved work experience is not within the last ten (10) years, then only half credit for the experience will be allowed.

(d) A maximum of ten (10) years' experience will be granted for equivalent years of education and non-educational work experience in the position of Audiologist, Speech/Language Pathologist, Nurse, Physical Therapist, Occupational Therapist, Psychologist, Social Worker, Psychometrician, Grant Writer, and Class IV Vocational Certified employees.

(e) No newly hired Teacher shall be placed at a higher step on the Salary Schedule than any Teacher with the same District credit experience who is currently employed by the School District.

Section 3. College Course Work Criteria: Lateral advancement on the Salary Schedule may be allowed for college courses.

Section 4. Interpretation of Criteria for Education Advancement:

Subd. 1. "BA plus" or "MA plus" implies acceptable work completed after receipt of the degree.

Subd. 2. A fifth year program is recommended for the "BA + 45" as this program will give the Teacher a Class I certificate.

Subd. 3. A Teacher must hold one of the following certificates for credit hours to count for advancement on the Salary Schedule: Classes I, II, III, IV. Credits required for the initial Class II Certification shall not be counted for advancement on the Salary Schedule. Vocational education credits required for the initial regular Class IV certification shall not be counted for advancement on the Salary Schedule.

Subd. 4. No advancement credits will be accepted for course work that is duplicative unless prior written approval has been granted by the Superintendent of Schools.

Subd. 5. Teachers who have earned a Ph.D., or Ed. D. from an NCATE accredited institution, shall receive Additional Compensation of $3,000 over their Salary Scheduled wage. Teachers, who have earned an MA, or an MS from an NCATE accredited institution, shall receive additional Compensation of $2,250 over their Salary Scheduled wage.

Subd. 6. The district shall grant an annual stipend of two thousand dollars ($2,000) to any Teacher upon the Teacher's receipt of National Certification by the National Board of Professional Teaching Standards for the duration of the certification. Employees who receive District approval of national certification other than that granted by the National Board of Professional Teaching Standards will receive stipends beginning the 2008-2009 school year.

Subd. 7. Step-up credit will be awarded for OPI accredited training and may be awarded for participation in PIR days. Teachers wishing to receive this credit will be required to demonstrate "proof of attendance" at all sessions. A minimum of ten classroom hours is required for one (1) quarter credit. (No fractional portions of credit will be awarded.)

Step-up credit will be awarded for approval of industry standard vocational certification provided the Teacher earns the entire vocational certification. (The amount of credit awarded will be determined according to the hours of study time the national certification board recommends for preparation, i.e., 10 to 1 ratio.)

Prior approval of credit earned pursuant to Subd. 7, must be recommended by the principal or the director and approved by the Superintendent, and the specialist or Teacher must present to the Superintendent the following information obtained from the sponsoring agency: Name of course, number of hours of instruction, and dates in which the course will be taken.

Section 5. Continuing Education Units and Non-college Technical Course Work Criteria: Lateral advancement on the Salary Schedule may be allowed for Continuing Education Units (CEUs) and for non-college technical courses.

Subd. 1. College (initial hire): Credits available for lane placement on the Salary matrix at initial hire shall include CEUs earned on the basis of one quarter college credit for each ten (10) hours of CEUs if:

(a) such CEUs were completed within three (3) years prior to the date of hire; and

(b) such CEUs are validated by a certificate of completion or other form of proof of authenticity; and

(c) such CEUs are approved for recognition by the Executive Director of Human Resources based on such information provided by the employee that demonstrates the CEUs apply to applicable licensing or industry standards.

Subd. 2. Continuing Education: Subsequent to hire, one (1) quarter hour of college credit for Salary advancement will be given for each ten hours of CEUs of instruction which can be used to maintain certification or licensure of members of the unit as defined in Article II Section 2. All other provisions related to Salary advancement in terms of step-up on calendared workdays will apply.

Subd. 3. Skills and knowledge attained must be related to the job description for that occupation as given in the Dictionary of Occupational Titles (DOT).

Subd. 4. Prior approval of credit, earned pursuant to Subd. 2, must be recommended by the principal or the director and approved by the Superintendent, and the specialist or Teacher must present to the Superintendent the following information obtained from the sponsoring agency: Name of course, number of hours of instruction, and dates in which the course will be taken.

Subd. 5. One hour of college course credit for Salary advancement will be given for each ten hours of classroom instruction in non-college technical workshops if the requirements of Subd. 4 are met. Non-college technical school credits will be equated with similar credits from college or vocational courses.

Section 6. Work Experience - Credit Lateral Advancement: Lateral advancement on the Salary Schedule will be allowed for work experience only for Teachers regularly assigned to the high school Career Center, and who are teaching vocational education type courses under the following conditions:

Subd. 1. Work experience must be directly related to the employee's teaching area and must be a minimum of nine (9) weeks within a three-month period of time when the Teacher is not employed by the School District.

Subd. 2. Work experience must fall within the job descriptions given in the Dictionary of Occupational Titles (DOT) and must be identified by a specific DOT classification number.

Subd. 3. Prior approval of a work experience plan for credit must be obtained from the Superintendent.

Subd. 4. The Teacher will submit a "Job Verification Statement" provided by the employer verifying that the work tasks listed in the DOT job description were performed and that the length of employment was for nine (9) weeks within a three month period.

Subd. 5. Work experience credit will be allowed on the following scale:

(a) Journeyman (or equivalent): 30 hours of work experience will be equivalent to one college credit hour. A maximum of 30 credits may be applied.

(b) Supervisor (or equivalent): 24 hours of work experience will be equivalent to one college credit hour. A maximum of 30 credits may be applied.

Subd. 6. This Section shall be effective June 1, 1976 and shall not be retroactive in application.

Section 7. Work Experience - Initial Transfer to Vocational Education Assignment: When a Teacher's assignment is changed from a regular academic assignment to a vocational educational teaching assignment, where work experience is a requirement, or is deemed as being desirable, and the Teacher has such experience, such credit not previously recognized under Section 7, Subd. 3, shall be credited to the Teachers, on the Salary Schedule, with one year experience credit given for each five years of work experience. The work experience shall have been directly related to the Teacher's assigned teaching area and must fall within the job description given in the Dictionary of Occupational Titles (DOT) and must be identified by a specific DOT classification number.

Section 8. Salary Adjustment:

Subd. 1. Evaluations will be made following receipt of official transcripts or records.

Subd. 2. The Teacher is responsible for seeing that transcripts are ordered for the Superintendent of Schools.

Subd. 3. Completion of the course may be verified by grade card or course instructor as having been completed, pending receipt of the official transcript.

Subd. 4. A Teacher will be allowed to move laterally on the Salary Schedule when they provide official transcripts and verification of credits that have been approved by the Executive Director of Human Resource Service.

Certified staff are eligible for up to one lane change per year following the criteria for step up credit approval set forth by the PDAAC Committee. Any certified staff awarded a master's degree or PHD will be placed on the Salary Schedule accordingly.

Subd. 5. During the month of April, Human Resources shall furnish each Teacher with a form to be used if such Teacher is planning an educational step-up. Any Teacher planning to do so shall notify Human Resources of that intent by February 1. On or about May 15 Human Resources shall contact any Teacher providing notice to confirm the Teacher's intent to take step-up credit courses and the Teacher shall provide confirmation by August 1 of each year. Salary adjustments for the following year will be effective at the opening of school if credit hours have been earned by September 1. Verification of credit hours earned shall be furnished to Human Resources by September 1. Verification shall be the official transcript unless the transcript is not available from the college by September 1 after inquiry and request by the Teacher. In such cases, grade slips will be accepted pending furnishing of the official transcript. The official transcript must be furnished by November 1.

Subd. 6. Teachers reassigned to a different teaching field may have previously unrecognized credits evaluated and applied for Salary adjustment according to the guidelines herein.

Section 9. Teacher Pay Date and Salary Installments:

Subd. 1. Teachers shall be paid on the 20th day of the month, and should the 20th fall on the weekend or a holiday, they shall be paid on the previous day of teaching. This pay date schedule may be changed by mutual agreement.

Subd. 2. The final check shall be paid on the last teaching day or upon completion of contractual obligation.

Subd. 3. Teachers shall have the choice of receiving their Salary in ten or twelve installments. The Administration will provide forms each year for Teachers to indicate the number of installments preferred.

Section 10. Work Year: The Salary Schedule is based on 182 workdays, exclusive of vacations and holidays. Classroom Teachers, required to work more than the teacher workdays set forth and agreed upon by the District and the Association in a fiscal year shall be paid at the daily rate of their Salary for each additional day worked. In the event a Teacher is absent on a duty day, without paid leave, under these provisions, a pay deduction shall be made in the amount of their daily rate of their Salary for each day's absence. The work year shall include a maximum of 7 PIR days in accordance with state law.

187-Day Calendar Option and Parameters

For the 2025–2026 school year, the District and the Association agreed to extend the instructional day by twenty (20) minutes in exchange for the reduction of five (5) instructional days and the addition of two (2) Non-Pupil-Related (NPR) days to the work calendar.

If the District adopts a calendar consisting of one hundred eighty-seven (187) total contract days, the following shall apply:

1. The instructional day shall be reduced by twenty (20) minutes.
2. The two (2) NPR days added as part of the 182-day calendar agreement shall be removed.
3. The work year shall include no more than seven (7) PIR days, consistent with state law.
4. All provisions, references, and contractual language based upon a 182-day calendar shall automatically revert to a 187-day contractual calendar.

Subd. 1. The School Calendar developed shall include:

(a) A maximum of one hundred eighty-two (182) Pupil Instruction (PI) and Pupil Instruction Related (PIR) days shall constitute the annual school calendar. In the event the District elects to implement the "187-Day Calendar Option and Parameters" set forth above, and complies with all conditions contained therein, the annual school calendar shall revert to one hundred eighty-seven (187) contract days for the duration of that calendar year including Pupil Instruction (PI) and Pupil Instruction Related (PIR) days.

(b) Two (2) PIR days during the MFPE Educators' Convention.

(c) A winter vacation and a spring vacation

(d) A maximum of two Non-Pupil Report days

Section 11. Hourly Wage Rates:

Subd. 1. When Teachers are hired to maintain and repair industrial arts equipment, they shall be paid the hourly wage of the Base Salary when such work is performed outside the regular school day. A written outline of work to be performed and cost estimate must be submitted to the principal and approved by him before work is started.

Subd. 2.

Summer School	1.14 pay factor of hourly wage computed from Base Salary.
Home Bound	Teacher's hourly wage computed from Salary Schedule.
Curriculum	Hourly wage of Base Salary.
Instructional	1.14 pay factor of hourly wage computed from Base Salary (Base Hourly Salary x 1.14)
Nite Owl (teaching during the day)	Teacher's hourly wage computed from Salary Schedule.
Short Term Assignments	$15.50 an hour (as recommended by joint District/BEA Extra Pay Committee, May 2017)
Staff Development	$10.00 an hour BEA-BPS Master Labor Agreement 2021-2024

Section 12. Extra Pay for Extra Duty:

Subd. 1. Extra Pay Committee: An Extra Pay Committee shall be established as a permanent standing advisory committee. The Committee shall consist of two Association appointments and two Board appointments. The responsibilities of the Committee will be to:

(a) Continue to review the rating of each extracurricular assignment with a rating scale.

(b) Recommend additions to or deletions from the extra pay schedule to the parties.

(c) Advise the Board and the Association on matters concerning pay for extra duties.

(d) Review the area of short term extra duty assignment.

(e) Review junior high coaching assignments to adjust stipend to reflect added Saturday events.

Subd. 2. Department Chairperson/Area Coordinator: Teachers appointed as chairpersons of department by the School District shall be compensated either by additional unassigned period, or a stipend determined by the School District. The School District may provide for the appointment of a department chairperson for K-5 counselors and the middle school (grades 6-8) counselors. The stipend for all department chairs shall be .099 pay factor of the Base Salary. Nothing herein shall be construed to require the School District to appoint or reappoint a Teacher as a department chairperson, and a Teacher shall be eligible for the additional unassigned period or stipend, only as the District determines each school year whether to appoint such Teacher as department chairperson.

Teachers appointed as area coordinators by the School District shall be paid a stipend amounting to .099 pay factor of the Base Salary subject to the other terms and conditions applying to department chairpersons.

Subd. 3. Additional Compensation for Special Education Teachers:

BASE and SLA:
Licensed Special Education teachers assigned to a BASE classroom (self-contained behavior classroom) who are underwriting for IEPs or are a case manager shall receive a $2500 stipend contract, prorated based on FTE, contract to assist in meeting the increasing compliance demands of IDEA.

Functional Life Skills, Intensive Life Skills:
Licensed Special Education teachers assigned to a special education classroom for intensive life skills, functional life skills, and/or (elementary sensory classroom) who are underwriting for IEPs or are a case manager shall receive a $2250 stipend contract, prorated based on FTE, to assist in meeting the increasing compliance demands of IDEA.

All other Licensed Special Education teachers and related service providers who are underwriting for IEPs or providing/servicing goals within the IEP shall receive a $1750 stipend contract, prorated based on FTE, to assist in meeting the increasing compliance demands of IDEA.

Licensed Special Education Teachers and related service providers may only receive one of the above special education stipends per year.

This section (Article 12, Subd. 3 Additional Compensation for Special Education Teachers) will sunset at the conclusion of this agreement (June 30, 2028), to be reconsidered at subsequent negotiations.

Subd. 4 System Improvement Committee and Middle School Steering Committee:

The District and the BEA will form two separate standing committees: a K-5 committee and a 6-8 committee. The purpose of these committees is to make data driven recommendations to

address issues that arise regarding the workplace systems and climate to create balance and continuity within the District with the input from teachers and administrators.

The K-5 committee will consist of four elementary classroom teachers preferably from different areas of the District (Heights, Midtown, West End, Southside), one elementary level specialist, one elementary SPED teacher, four elementary administrators and one Executive Director. Committee members will be mutually agreed upon by the BEA and the District.

The 6-8 committee will consist of one teacher from each middle school, one middle school SPED teacher, two middle school administrators and one Executive Director. Committee members will be mutually agreed upon by the BEA and the District.

The committees shall meet at least four times per year but no more than ten times. Teacher committee members shall be compensated at the hourly curriculum rate for meetings that extend past their regular workday. Committee recommendations shall be presented to the District Leadership Team and the BEA Board of Directors.

Section 13. Short Term Assignments:

Subd. 1. Teachers, who are assigned to work at taking or selling tickets, chaperoning, or other similar duties at student extracurricular functions, will be paid for all but two assignments. The minimum pay will be for one hour.

Subd. 2. Club assignments without stipends will be in lieu of nonpaying assignments.

Subd. 3. Assignments will be made equitable among all staff members who volunteer to work at these activities. If there are insufficient volunteers, the assignments will be made equitable among the staff with ample notification, except in cases of emergency. Saturday assignments will be voluntary. Only if there are insufficient volunteers, may the District seek volunteers from outside the bargaining unit.

Subd. 4. Assignments will be made from the staff of the school sponsoring the event.

Subd. 5. Where special talents are needed, those qualified will have priority.

Subd. 6. Whenever possible, graduation assignments will be assigned to Teachers who have senior classes. There will be no compensation for graduation assignments.

Subd. 7. All other assignments not covered above will be assigned equitable among the staff at no pay.

Subd. 8. Complimentary passes will be issued to each certified staff member for all District extracurricular activities. (Tickets to be used only by the Teacher and/or immediate family.)

Subd. 9. Track coaches will work as officials at track meets as part of their track stipend. A maximum of ten (10) assignments for high school track meets and five (5) assignments for junior high school track meets will be assigned. Divisional, state, and invitational track meet officials will not receive compensation from the District.

Section 14. Long Term Extracurricular Assignments:

Subd. 1. Those Teachers who are assigned an extracurricular activity which pays a stipend will be issued a contract for this activity. This contract will be separate from the Teacher's regular teaching contract.

Subd. 2. All Teachers assigned to an extra pay position will be placed at the correct position on the schedule for extra pay stipends, which is made part of this Agreement as Appendix D.

Subd. 3. If two or more Teachers agree to work a position rated for a single individual and this is approved by the Administration, the stipend will be split in such a way as is agreeable to those Teachers involved.

Subd. 4. Teaching staff will be given priority, with the exception of head high school athletic coaching positions, for extra pay positions. When qualified volunteers are not available positions may be filled with non-staff members. Non-staff members may not receive more than the stated stipend and may receive less than the stipend, this stipend to be determined by the Administration.

Subd. 5. Stipend shall be paid in addition to the Teacher's Salary.

Subd. 6. The School District shall announce all new positions or vacancies in the appropriate unit to the present staff at least ten (10) days prior to the application deadline. Announcement shall be made through employee email, BPS website, daily/weekly building announcements during the school year, staff bulletin boards during the school year and posted outside the Department of Human Resource Services.

Section 15. Extensions of Contract: The School District may, on an annual basis, extend a Teacher's contract for a period in excess of the regular school year. Employment under Section 13 of this Article is not deemed an extension of the Teacher's regular contract. A Teacher on extended contract shall be paid on pro rata basis to his/her Salary for the time involved in the contract extension. A Teacher on extended contract shall also accrue sick leave on a pro rata basis.

Section 16. Service Credit: Teachers who sign first employment contracts prior to September 1, 2017, shall accumulate two and one half (2 ½) days credit for each full year of experience. Teachers who sign first employment contracts after September 1, 2017, shall accumulate two (2) days of credit. Service credit for the satisfactory performance of each yearly contract with the District prior to June 30, 1986, shall accrue the amount of One Hundred Dollars ($100). Said credit shall be compensated to the Teacher upon termination of services. In applying these provisions, the Teacher's daily rate of pay shall be the Teacher's highest daily rate of actual service or up to $460, whichever is lower of the two amounts and shall not include any Additional Compensation for extracurricular activities, extended employment, or other Additional Compensation.

No benefits under this Section shall be paid to any Teacher terminating employment with less than twelve (12) years of service or more than thirty-five (35) years of service in the School District.

Section 17. Severance Notification: A Teacher who notifies the District of their intention to retire or resign shall receive the percentages of their service credit and sick leave credit:

- Notification between January 1 - March 1 - 105% of the service credit and sick leave credit
- Notification between March 2 - June 30 - 100% of the service credit and sick leave credit
- Notification between July 1 – December 31 - 90% of the service credit and sick leave credit

Subd. 1. Extenuating circumstances may be appealed to the Superintendent.

Section 18. Combination Classrooms: K-5 General Elementary Teachers shall not be assigned a combination classroom in any two consecutive school years unless there is mutual written agreement between the teacher, the District, and the Association.

Subd. 1. K-5 General Elementary teachers who teach a combination class of multiple grade levels (i.e. 2nd and 3rd grade) shall receive additional compensation of ⅙ multiplier of their current salary due to the increase in workload.

Section 19. Reimbursement for Property Loss: The District will repair or reimburse Teachers the current value up to a maximum of $500 for any clothing or personal property 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.

Subd. 1. To apply for reimbursement a "Notice of Loss and Claim Reimbursement" form must be filed with the Teacher's immediate supervisor within twenty (20) days of the occurrence of the damage or loss or the claim will be forever waived.

Subd. 2. A report of the incident shall be filed with the appropriate law enforcement agency, and a copy of the report shall be submitted 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 be provided to the District before payment is authorized. Receipts for repair or replacement shall be submitted at the time reimbursement is requested.

Subd. 3. No reimbursement shall be provided for losses fully covered by insurance or when full reimbursement is obtained from other sources.

Section 20. Certificate Assistance: The District will set aside $20,000 per fiscal year to provide financial assistance to BEA bargaining unit members to meet the requirements necessary to teach classes at the middle school and high school level that require additional certification. Additional certification includes, but is not limited to, college course tuition and fees, praxis exams, and College Board certifications.

Each middle school and high school principal may choose teacher(s) each year for financial assistance with the understanding that certification requirements will be completed within the parameters of the certification requirements and not to exceed three years.

It is understood that teacher voluntarily agreed to pursue this additional certification. Financial assistance will be paid directly to the vendor or institution in a timely manner and any fees associated with District failure to pay in a timely manner shall be incurred by the District.

Section 21. Elementary Mentor Teacher Program:

Subd 1. Positions: Each elementary school shall designate one (1) full-time classroom teacher, assigned exclusively to that building, to serve as the K–5 Mentor Teacher. The position shall be modeled after the Marigold Program and shall provide site-based peer mentorship and support for certified staff. It is understood that, in years when no teachers require mentoring services, a mentor teacher may not be assigned mentoring duties.

Subd 2. Compensation: Mentor Teachers will be compensated at the curriculum rate for actual mentoring hours performed outside of the standard contract day, or outside of their instructional day. Hours will be fully documented and are subject to verification by administration. Each school is limited to a maximum of 25 hours per year, unless mutually agreed upon by the administrator and the mentor.

Subd 3. Duties and Responsibilities: Mentors will provide non-evaluative support, including onboarding and classroom management guidance. Participation remains voluntary for mentees to ensure a focus on professional growth.

Subd 4. Limitations of Role: This role is strictly peer-to-peer. Mentors hold no evaluative or disciplinary authority, maintaining a clear distinction between mentorship and administrative supervision.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Discretionary Leave:

Subd. 1. All regularly employed Teachers shall earn discretionary leave at the rate of twelve (12) days for each year of service in the employ of the School District. Discretionary leave may be used for illness or personal business. Leaves of more than three (3) consecutive days for purposes other than illness shall require approval of the Superintendent. When a Teacher has used all twelve (12) days of discretionary leave in one year, no further leaves for personal business will be granted or taken without prior approval of the Superintendent.

Subd. 2. A Teacher in the School District shall be permitted to utilize the annual twelve-day accrual, in advance of accrual. In the event that such discretionary days are utilized herein prior to the earning thereof, such days will be deducted from future accumulations. In the event that a Teacher who has been permitted to utilize discretionary leave in advance of accrual under this provision should leave the employ of the School District, he/she shall be liable to the School District for any discretionary leave pay advance beyond his/her earned accrual.

Subd. 3. Annual discretionary leave shall accrue monthly as it is earned on a proportionate basis to the Teachers' work year. Any portion of the Teacher's annual discretionary leave allotment that is unused will be credited to the Teacher as accumulated sick leave to be used for sick leave purposes. Accumulated sick leave days shall accrue without limitation. The School District shall notify each Teacher in writing, at least annually, the number of sick days accrued.

Subd. 4. All leaves granted under the provisions of this Section will be in units of full days or half days.

Subd. 5. Teachers will be granted discretionary leave for personal business with pay during each school year upon written application through the principal to the Superintendent.

Exceptions may be made during periods of emergency when there is an unusual number of Teacher absences because of illness or when there is an inadequate supply of substitute teachers (known as Blackout Days). The number of Blackout Days will not exceed 30. The Superintendent will notify the Association when such periods of emergency occur when some leaves may not be granted. Notification of the Blackout Days will occur at least three (3) working days in advance. Notification of intention to or application for permission to take a leave for personal business under this Section should be submitted to the principal at least eight (8) but shall be no less than two (2) working days, except in the case of emergency.

Subd. 6. Sick leave shall be allowed by the School Board whenever a Teacher's absence is due to personal illness or an illness in the immediate family which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 7. Sick leave days shall first be deducted from the annual discretionary leave. Sick leave days that exceed the annual discretionary leave shall be deducted from the accrued sick leave days credited to the Teacher.

Subd. 8. The School District may require a Teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Teacher will be so advised before he/she returns to school.

Subd. 9. Salary deductions, over the sick leave allowed, shall be made at the daily rate of the Teacher's Salary.

Subd. 10. Paid Sick leave shall not be granted for illness or disability occurring during the course of military, family, general or sabbatical leave.

Subd. 11. When a Teacher resigns, retires, loses a position due to a reduction in force, or dies, the Teacher (or the Teacher's named beneficiary or estate) shall be entitled to a cash payment equaling one quarter (1/4) of the Teacher's accumulated sick leave. Teachers losing a position through a reduction in force may choose to either receive the cash payment previously specified or have their unencumbered sick leave credit restored upon recall. This computation shall be based on the Teacher's Salary as provided in the Salary Schedule for the school year of employment, and shall not include Additional Compensation for extracurricular activities, extended employment or other extra compensation.

Section 2. Donated Sick Leave: A Teacher may, at the Teacher's discretion, on an annual basis donate up to four (4) days of sick leave to another Teacher who is in need. The sick leave recipient shall have exhausted all sick leave attributed to a personal illness, disability, or an illness in the immediate family as defined in Article VIII, Section 3, Subd. 3 of the Master Agreement. Donors shall notify the President of the Billings Education Association, on forms provided, of the intention to make such donation. Donated leave shall be used in the order of date of receipt. Unused sick leave shall be credited to the donors. The Billings Education Association will maintain records of donations, usage, and credits. The Superintendent and the President of the Billings Education Association, or their designees, will jointly review requests for donated sick leave.

Section 3. Critical Family Illness Leave:

Subd. 1. When the absence of a Teacher is caused by critical illness in his/her (or spouse's) immediate family, leave of absence without loss of Salary or utilization of sick leave will be granted for not to exceed three (3) total school days, per occurrence, and upon providing a doctor's note. The particular number of days allowed is subject to approval by the Superintendent. In the event circumstances do not permit the prior written application for the leave, the Teacher shall notify the principal or immediate supervisor, and upon the Teacher's return, a written application will be promptly submitted to the Superintendent explaining the nature of the circumstances surrounding the absence. If the critical illness involves the Teacher's spouse, child, or parent, up to three (3) additional days may be allowed, at the discretion of the Superintendent, such days to be deducted from sick leave.

Subd. 2. Critical illness means illness which the attending physician considers sufficiently serious to require the staff member's presence and shall include attendance at the birth of his child. Critical family illness shall also include mental illness, alcoholism, and chemical dependency situations. Critical illness does not include routine follow up appointments and/or procedures that do not require general anesthesia.

Subd. 3. Immediate family includes:

Spouse	Child & Spouse	Step Child & Spouse
Parent	Parent-In-Law	Step Parent or Parent-In-Law
Brother & Spouse	Brother-In-Law & Spouse	Step Brother or Brother-In-Law & Spouse
Sister & Spouse	Sister-In-Law & Spouse	Step Sister or Sister-In-Law & Spouse
Grandparent	Grandparent-In-Law	Step Grandparent or Grandparent-In-Law
Aunt & Spouse	Aunt-In-Law & Spouse	Step Aunt-In-Law & Spouse
Uncle & Spouse	Uncle-In-Law & Spouse	Step Uncle-In-Law & Spouse
Grandchild & Spouse	Step Grandchild & Spouse	Niece & Spouse
Step Niece & Spouse	Nephew & Spouse	Step Nephew & Spouse
First Cousin & Spouse	Ex- Spouse	

Section 4: Parental Leave: Teachers shall be granted three (3) days of paid leave per year for the birth of a child, placement of a child for adoption, or placement of a foster child in the employee's home.

This leave shall be available to the child's parent(s) or legal guardian(s) and must be used within one week of birth or adoption placement or foster child placement surrounding the event.

Parental leave under this provision shall be separate from and shall not be deducted from the Teacher's accrued sick leave, discretionary leave, or other paid leave balances. Parents cannot use both parental leave and CFI for the same event.

Section 5. Bereavement Leave:

Subd. 1. When the absence of a Teacher is caused by death in his/her (or spouse's) immediate family, leave of absence without loss of Salary or utilization of sick leave will be granted for not to exceed five (5) total school days, per occurrence, the particular number of days allowed, subject to approval by the Superintendent, dependent upon the circumstances surrounding the death. School day absence beyond this leave will be counted as sick leave.

Subd. 2. Immediate family includes:

Spouse	Child & Spouse	Step Child & Spouse
Parent	Parent-In-Law	Step Parent or Parent In-Law
Brother & Spouse	Brother In-Law & Spouse	Step Brother or Brother In-Law & Spouse
Sister & Spouse	Sister In-Law & Spouse	Step Sister or Sister In-Law & Spouse
Grandparent	Grandparent-In-Law	Step Grandparent or Grandparent In-Law
Aunt & Spouse	Aunt In-Law & Spouse	Step Aunt In-Law & Spouse
Uncle & Spouse	Uncle In-Law & Spouse	Step Uncle In-Law & Spouse
Grandchild & Spouse	Ex Spouse	Step Grandchild & Spouse
Niece & Spouse	First Cousin or Spouse	Step Niece & Spouse
Nephew & Spouse		Step Nephew & Spouse

Section 6. Military Leave: Military leave shall be granted by the School District pursuant to applicable laws.

Section 7. Obligatory or Legal Leave: Non-deductible absence, subject to the approval of the Administration, may be granted in any case which binds a Teacher legally to be absent from duty. This regulation applies specifically to court orders. Requests must be made in writing prior to absence. This leave is not available in cases where the Teacher or the exclusive representative is participating in a cause of action or a grievance against the School District.

Section 8. Family Leave:

Subd. 1. A family leave shall be granted by the School District subject to provisions of this Section. Family leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time. Care of an adopted child shall qualify for family leave.

Subd. 2. The leave application should be made within thirty (30) days of the commencement of the leave, except in emergencies, and shall indicate the planned ending date of the leave. (See Subd. 4.)

Subd. 3. The employee may return to full status upon advice of his/her physician. The employee shall be assigned the same position which he/she held at the time leave commenced, or to another position in the same grade level and subject areas as his/her previous assignment or to a comparable assignment.

Subd. 4. Family leave shall be granted for a period not to exceed one calendar year. Such leave can only be used during the contracted school year. An employee who has not used up his/her family leave during one school year may carry it over to the beginning of the next school year.

Subd. 5. A Teacher who returns from family leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provision of this Agreement at the commencement of the leave. The Teacher shall not accrue additional experience credit or leave time during the period of absence for family leave.

Subd. 6. A Teacher on family leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the family leave. The right to continue participation in such group insurance programs, however, will terminate if the Teacher does not return to the District pursuant to this Section. While on family leave a Teacher shall have the option to remain an active participant in the State Teacher Retirement System, if allowable by law, by paying the full cost of the required contribution.

Subd. 7. Leave under this Section shall be without pay or fringe benefits.

Section 9. General Leaves of Absence:

Subd. 1. A Teacher who has established tenure in the District may upon written request apply for a general leave of absence for a period of not less than one semester nor more than two semesters.

Subd. 2. Such leaves shall be for reasons to further training, travel, study, or elected Association office.

Subd. 3. Leaves will be limited in number during any one-year, and approval must be granted by the Superintendent of Schools. A second general leave of absence will not be granted within five years of a previous leave unless otherwise approved by the Superintendent.

Subd. 4. Leave time shall be counted as experience time for advancement on the Salary Schedule only if the leave was granted for training, travel, or study. Proof of such must be furnished to the Superintendent of Schools.

Subd. 5. During a general leave of absence, the employee may have the option of retaining the Life and Health and Accident Insurance Plan for him/herself and the Health and Accident Insurance for his/her family by assuming monthly payments of the entire premium cost.

Section 10. Medical Leave:

Subd. 1. A tenure Teacher who is unable to teach because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long term disability compensation, shall upon request, be granted a medical leave of absence, without pay, up to one (1) year. The School District may, in its discretion, renew such a leave.

Subd 2. A request for leave of absence under this Section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Subd. 3. During a medical leave of absence, the employee may have the option of retaining the Life and Health and Accident Insurance Plan for him/herself and the Health and Accident Insurance for his/her family by assuming monthly payments of the entire premium cost.

Section 11. Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to full time employee(s) in the School District for the purpose of professional improvement subject to the conditions established by the School District. Sabbatical leave is not a right but a privilege which may be granted by the School District. Sabbatical leave may be granted to employees who have demonstrated by their past performance and the content of their application for sabbatical leave their commitment to return to the District to make a contribution to the improvement of the instructional program.

Subd. 2. To be eligible for sabbatical leave an individual must have been employed at least five (5) years in the School District.

Subd. 3. Sabbatical leave for study shall be limited to an individual centering his/her study in his/her area of employment in the School District and shall not be used for retraining in a new area unless at the discretion of the School District.

Subd. 4. The proposed sabbatical program must be approved in advance by the Superintendent of the School District and may be granted for approved travel or research.

Subd. 5. Applications for sabbatical leave shall be submitted in writing to the Superintendent at the earliest possible date, but in no case shall this be after March 1 of the year before the school year in which the leave is sought. The School District shall determine the successful applicants and notify them by April 1 of the year preceding the school year in which the leave is sought.

Subd. 6. A maximum of five (5) professional staff members may be granted sabbatical leave each year. The granting of sabbatical leave, however, is purely within the discretion of the School District, and the District reserves the right to refuse these leaves for financial or other sufficient reasons.

Subd. 7. Teachers on sabbatical leaves of absence will be paid regularly per contract with retirement deductions, and one half of their Salary. Retirement benefits are included. Upon return, the Teacher shall be placed on the appropriate step on the Salary Schedule as though

such Teacher had not been on leave. A Teacher on sabbatical leave shall be eligible for School District contributions to insurance programs as provided in this Agreement as though said Teacher were teaching full time in the District.

Subd. 8. Any Teacher has a moral obligation after receiving sabbatical leave and shall agree to return to the Billings system for at least two years.

Subd. 9. The Teacher returning from sabbatical leave for professional improvement shall submit to the Superintendent a report containing transcripts of all college and university study while on leave.

Subd. 10. The District may grant an extension of sabbatical leave for up to one (1) additional year. This extension shall be without pay. Upon return the Teacher shall be placed on the appropriate step on the Salary Schedule as though such Teacher had not been on leave.

Section 12. Jury Duty:

Subd. 1. Teachers should notify the Administration Office promptly upon receipt of a jury duty summons.

Subd. 2. Teachers may be exempt from jury duty but will be released to serve if adequate substitute service can be provided for the day of proposed jury duty. If adequate substitute service cannot be provided, the Teacher will be requested to ask to be excused from duty.

Subd. 3. In the event a Teacher serves on jury duty on a school duty day pursuant to this Section, the Teacher shall receive his/her Salary, but shall remit to the School District offices any jury duty fees. The Teacher shall retain any expense of mileage allowance paid to him/her by the Court.

Section 13. Professional Leave (Instructional):

Subd. 1. At the discretion of the Superintendent, Teachers may be granted leave without loss of pay and a substitute provided for the following purposes: attendance at professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization; intra-school or inter-school visiting; other activities deemed appropriate by the District. Requests for such leave shall be made to the principal or supervisor in writing at least ten (10) working days in advance of the date of the leave. The School District shall respond in writing to such request within five (5) working days of the receipt of the request. In the event leave is denied the School District's response shall state the reason(s) for the denial.

Subd. 2. The denial of such leave by the School District shall not be subject to the grievance procedure (Article XI). The Teacher will be reimbursed transportation outside Yellowstone County at the current per mile rate, adopted by the Board of Trustees, or coach air fare, whichever is the lesser amount. Reasonable and necessary expenses will be reimbursed upon proper claim and verification.

Subd. 3. When the District requests a Teacher to take such leave, full reimbursement shall be made. When the Teacher requests such leave, reimbursement is as provided in this Subdivision, unless the Teacher otherwise agrees in writing prior to the time such leave is taken.

Section 14. Special Education Work Time: Special Education Teachers are entitled to five days of in-building work time or in another district facility with prior approval from building administration to be used at their discretion for record keeping, writing IEP's, and testing.

Teachers are relieved of their classroom duties during that time. The District will make every reasonable effort to honor scheduled special education worktime. However, should operational needs- such as staffing shortages or emergencies- necessitate a change, the District reserves the right to reschedule or, as a last resort, cancel the session. Cancellation does not negate the day and shall be credited back to the SPED teacher for future use.

Section 15. Unpaid Leave:

Subd. 1. At the discretion of the Superintendent, Teachers may be granted unpaid leave. Unpaid leave may be granted only when the other leave provisions of this Article are inapplicable.

Subd. 2. Unpaid leave shall be deducted at the daily rate of the Teacher's Salary for each day of such leave.

Subd. 3. Unpaid leave, if granted, will be in units of a full day or a half-day.

Section 16. Absence for Public Office:

Subd. 1. Absence for Part of the School Year: A Teacher shall be granted time off by the School District to serve in an elected or appointed public office sufficient to enable him/her to serve in such office. A Teacher who is absent from normal duties for reason of public office for part of the school year shall not suffer any curtailment of annual increments, tenure, retirement, seniority rights, insurance contributions or other fringe benefits. For each day's absence from regular duties because of his/her public office duties, the Teacher's annual compensation shall be reduced by the daily rate of his/her Salary or a Teacher may choose to reimburse the School District for the cost of the Salary of the substitute teacher for the period the Teacher is absent to serve in the Montana State Legislature. If the Teacher retains the School District's insurance benefits, then he/she will designate the State's contribution for insurance to be paid to the District's insurance fund for the duration of the absence.

Subd. 2. Total Absence of the Teacher: In the event the public office is full time, and the Teacher is unable to perform any regular duties for the School District, he/she is eligible for a leave of absence pursuant to Article VIII, Section 7.

Section 17. Accrued Benefits: A Teacher on leave of absence under Section 7, 8, and 9 of this Article shall retain such amount of sick leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time he/she went on leave for use upon his/her return. No additional sick leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that a Teacher is on leave except as otherwise provided herein.

Section 18. FMLA Leave: A teacher who qualifies for FMLA leave shall use their sick leave days first and then use their discretionary days while on FMLA. If the twelve weeks of FMLA leave have expired, and they are in a non-paid status the employee must be present on the last day of school to qualify for district-paid insurance during the summer months.

ARTICLE IX
ASSIGNMENTS, TRANSFERS AND VACANCIES

Section 1. Assignments:

Subd. 1. The assignment of Teachers shall be made by the Superintendent of Schools.

Subd. 2. Assignments are not specified in individual contracts.

Subd. 3. Whenever practicable, each continuing Teacher shall be given written notice of his/her class subject assignments and room assignments for the forthcoming year not later than July 1.

Section 2. Voluntary Transfers:

Subd. 1. The movement of an employee to a different assignment, grade level, subject area or building shall be considered a transfer.

Subd. 2. Teachers who desire a transfer shall file a written statement of such desire to the Superintendent by April 1 of each year.

Subd. 3. The Superintendent or designee shall, upon request by the Teacher, meet with the Teacher and furnish in writing the reason(s) for a failure to grant the request for a transfer.

Subd. 4. Employees shall have the right to petition the Superintendent or designee to appeal the decision to deny a transfer request, with the understanding that the Superintendent or designee has the final authority to grant or deny the petition.

Section 3. Involuntary Transfers:

Subd. 1. The movement of an employee to a different assignment, grade level, subject area or building shall be considered a transfer.

Subd. 2. The Superintendent or designee shall, upon request by the Teacher, meet with the Teacher and furnish in writing the reason(s) for the transfer.

Subd. 3 Teachers who receive notice and are transferred to another building shall be given two (2) contracted workdays of paid leave to relocate if the transfer occurs during the school year. Teachers who receive notice and are transferred to another classroom shall be given (1) contracted workday of paid leave to relocate if the transfer occurs during the school year. Teachers who are transferred during the summer shall be paid for two (2) days at the Teacher's daily rate to relocate. Teachers who are transferred to another classroom during the summer will be paid for one (1) day at the Teacher's daily rate to relocate. The School District shall assist the Teacher in moving materials and supplies to the new site.

Section 4. Vacancies:

Subd. 1. The School District shall announce all new positions or vacancies in the appropriate unit to the present staff at least ten (10) days prior to the application deadline. Staff announcement shall be made through employee email, BPS website, daily/weekly building announcements during the school year, staff bulletin boards during the school year and posted outside the Department of Human Resource Services. These vacancies shall not include temporary vacancies of less than one year's duration.

Subd. 2. Every Teacher will be eligible to apply for any openings for which he or she is qualified. A qualified applicant is one who holds the required certificate and endorsement or license.

Subd. 3. Selection: The principal with the professional staff of the building will select a team which, in consultation with the District Administration, shall determine which of the applicants, including those not presently on the staff, is best qualified for the position in question.

ARTICLE X
GROUP INSURANCE

Section 1. Health, Major Medical, Dental, and Life Insurance:

Subd. 1. The School District shall arrange for participation in the following group insurance program for eligible Teachers employed by the School District and who enroll in the program.

(a) A Health and Major Medical Insurance Plan.

(b) A Dental Insurance Plan.

(c) A Vision Insurance Plan

(d) A $50,000 Term Life Insurance Plan.

(e) A Long-Term Disability Insurance Plan with a 90 day elimination period, 60 percent coverage, $2,500 maximum benefit and own occupation coverage.

(f) An optional High Deductible Health Plan ("HDHP") that is qualified for use with a Health Savings Account ("HSA") under applicable Internal Revenue Service ("IRS") regulations and federal law.

During the duration of the contract, the District shall pay the full cost of the premium of the Long Term Disability Insurance as listed above.

During the duration of the contract, the District shall pay the full cost of the premium of Health and Major Medical Insurance, Vision Insurance, and Dental Insurance subject to the requirements set forth below in Subd. 2 and Subd. 3.

Subd. 2. During the duration of the contract, the School District shall contribute an amount equal to one hundred percent (100%) of the premium cost for employee-only coverage under the highest deductible health insurance plan, employee-only vision plan, and employee-only dental plan offered by the District for each full-time employee (1.0 FTE).

Subd. 3. The District shall contribute a proportionate share of the premium for the highest deductible health insurance plan, including dental and vision, for any less than full-time employee based on the District's proportionate FTE designation for such employee. For example, the District shall contribute eighty percent (80%) of the monthly contribution for a full-time employee toward the cost of group insurance benefits for a .8 FTE employee and twenty percent (20%) of the monthly contribution for a full-time employee toward the cost of group insurance benefits for a .2 FTE employee. For less than full-time employees whose positions are designated .5 FTE or more by the District, the District shall contribute the same amount per month as it contributes for full-time employees towards the cost of term life and long-term disability insurance benefits specified above.

Subd. 4. The additional cost of group insurance benefits in excess of the District's monthly contribution shall be borne by the employee and paid through payroll deduction.

Subd. 5. Effective July 1, 1992, the District's health and dental insurance plan requires each eligible employee to choose one of the following coverages:

Employee only
Employee plus spouse or employee plus 1 child
Employee plus children
Family (Employee plus spouse plus children)

Subd. 6. Effective July 1, 1992, each eligible employee shall be entitled to choose enhanced insurance benefits offered by the District's group insurance program, including the District's traditional deductible plans and any qualified High Deductible Health Plan (HDHP) offered pursuant to this Article. Each eligible employee may choose between the District's $1,000/$2000 single/family deductible plan, or the federally qualified High Deductible Health Plan. The cost of the monthly premium for such enhanced benefits, meaning the health insurance plan with the $1,000/$2,000 single/family deductible plan, shall be borne by the employee and paid through payroll deduction, unless the cost of the monthly premium for health, vision, and dental coverage chosen by the employee, as provided for above, is less than the District's monthly contribution for health, vision, and dental plan benefits for such employee. In such event, the difference between the cost of such coverage and the District's monthly contribution may be applied at the employee's election:

a) to pay the cost of the premiums for the enhanced benefits but any cost in excess of such difference shall be borne by the employee and paid by payroll deduction through the District's IRC Section 125 plan; or

b) to contribute to the employee's Health Savings Account, if the employee is enrolled in a qualified High Deductible Health Plan, subject to applicable federal contribution limits; or

c) to pay the cost of an annuity for the employee pursuant to IRC Section 403(b).

Subd. 7. An Insurance Benefits Committee shall be established to review and make recommendations on the District's insurance program. This committee shall be composed of representatives selected from each of the District's employee groups based on a pro rata depending upon total membership. The total size of the committee shall not exceed nine (9) members. The Superintendent may, however, appoint two (2) additional individuals to this committee.

Subd. 8. Effective July 1, 2000, when the District employs both spouses of a married couple, said spouses shall have the option of combining their individual contributions from the District to obtain coverage for employee plus spouse or family, providing both spouses are members of the BEA bargaining unit. Any excess monies from such combining of premiums will revert to the insurance reserve and shall not be rebated to either employee.

Section 2. Level of Benefits: The School District agrees that the insurance benefits purchased pursuant to subdivision 1 above shall be continued at a level not less than those benefits in effect as of June 30, 2003, except as follows:

- Eliminate the $250 deductible plan.
- Decrease the out-of-pocket maximum from $7,500/$15,000 to $3,000/$6,000 in the $1,000 deductible plan.
- Allow employees who have dependent coverage to opt out of the dental plan for dependents only.

The prescription drug coverage for employees is subject to the medical deductible/out of pocket maximum and plan coinsurance. Commencing with the opening of BPS Group Health Insurance plan sponsored onsite primary care clinics, eliminate primary care co-pay with the exception of Routine Well Child Care. Primary care through onsite clinics will be at no additional charge to the plan participant. Generic prescription drugs dispensed through plan mail order service will be at no additional charge or co-pay to the plan participant. The elimination of the primary care co-pay shall sunset in the event the plan sponsored onsite primary care clinics are no longer operated by the plan.

The addition of a qualified High Deductible Health Plan ("HDHP") and Health Savings Account ("HSA") option shall not diminish or replace any existing insurance benefit options otherwise provided under this Agreement.

Section 3. Deductible Year: The deductible for the District's health and dental plan as of July 1, 1993, will be calculated on a yearly basis commencing July 1 of each year and ending June 30 of the following year.

Section 4. Claims Against the School District: It is understood that the School District's only obligation under this Article is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits.

Section 5. Duration of Insurance Contribution: A Teacher is eligible for monthly School District contributions as provided in this Article as long as the Teacher is employed by the School District. Upon termination of employment, all School District participation and contributions shall cease effective on the last working day. A Teacher completing the school year, however, shall have all group insurance benefits continued until the first day of September unless they are in a non-FMLA, unpaid status on the last day of school. Teachers in a non-FMLA, unpaid status on the last day of school will be required to cover the cost of health insurance premiums for June, July and August. A teacher who is on non-FMLA, unpaid status must work on the last day of school for group insurance benefits to be continued until the first day in September. For all District employees, including retirees, continuing in the insurance group, term life insurance will decrease by one third of the coverage at age 65 and one half at age 70.

Section 6. Eligibility: All Teachers shall be eligible for School District group health and dental plan insurance benefits provided he/she is regularly employed during the regular school year. Teachers employed less than half time shall not be eligible for School District contributions toward group life and long-term disability plan benefits.

Section 7. Retired and Disabled Employees:

Subd. 1. A Teacher who retires from teaching shall be eligible to continue participation in the District group medical-hospitalization plan, to the extent required by and in accordance with the state law.

Subd. 2. A Teacher who is at least age 50 and who has completed at least ten (10) years of continuous service in the School District, and who becomes eligible for long term disability benefits pursuant to the provisions of this Article shall be eligible to continue participation in the School District group medical-hospitalization plan as long as the Teacher remains eligible for long term disability benefits, but shall pay the entire premium for such coverage during the period of disability eligibility.

Subd. 3. It is the responsibility of a Teacher, participating in the group medical-hospitalization plan pursuant to this Section, to make arrangements with the Business Office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District.

Section 8. Flexible Benefit Account: The District has established a flexible benefit plan based on IRC Section 125 to pay eligible non-reimbursable health costs, dependent care costs, and premiums. The plan will be administered by a mutually agreeable disinterested third party. Participating employees will pay a fee to administer their individual accounts. Participation will be voluntary. The plan includes provision for employee orientation and education regarding plan use.

Section 9. Health Savings Accounts for HDHP Participants: The District shall make available a Health Savings Account ("HSA") for employees who elect enrollment in the District-sponsored High Deductible Health Plan ("HDHP"). Any District contribution elected by the employee pursuant to Subd. 6 shall be deposited into the employee's HSA on a monthly basis, subject to applicable federal law and contribution limits.

Any employee and/or District HSA contributions shall be subject to applicable federal contribution limits and regulations. The District shall pay all administrative fees associated with the establishment and maintenance of such HSA accounts. The payment of HSA administrative fees by the District shall not reduce the District's premium contribution obligations under this Article.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a Teacher, Teachers or the Association, resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: The School District may be represented during any step of this procedure by its designated representative. The Teacher may be represented during any step of this procedure by the Association. In the event a Teacher does not desire representation by the Association or the Association does not process the grievance, the Association shall not assume any responsibility, including any cost, for the grievance. However, in such case, the individual grievant(s) shall be responsible for the appropriate share of expenses.

Section 3. Definitions and Interpretations:

Subd. 1. The term "Teacher," except where otherwise indicated, is considered to apply to all members of the appropriate unit.

Subd. 2. An "aggrieved Teacher" or "grievant" is the Teacher or Teachers or the Association making the claim.

Subd. 3. The time limits provided in the grievance procedure shall be strictly observed but may be extended by written agreement of the parties concerned.

Subd. 4. Reference to "days" regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays, and holidays as defined by State Law.

Subd. 5. In computing any period prescribed or allowed by procedures herein, the date of the act, event, or default from which the designated period of time begins to run shall not be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

Subd. 6. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 7. A form which must be used for filing of grievances shall be provided by the School District (Appendix C). Such form shall be readily accessible in all school buildings.

Section 4. Adjustment of Grievance, Time Limitation, and Waiver: The parties shall attempt to adjust all grievances which may arise during the course of employment of any Teacher within the School District in the following manner: If a grievant believes there has been a grievance, he/she shall discuss the matter with the responsible Administrator in an attempt to arrive at a satisfactory solution. If the grievance is not resolved as a result of this meeting, the grievance shall be reduced to writing, setting forth the facts and the specific provisions of the Agreement allegedly violated, and the particular relief sought. An alleged grievance must be presented in writing within twenty (20) days of the occurrence of the event, or within twenty (20) days of the time that the grievant through the use of diligence should have known of the alleged grievance.

Subd. 1. Level I: The written grievance, signed by the grievant involved must be presented to the responsible Administrator within the time limits provided in Section 4. The responsible Administrator shall meet with the grievant within seven (7) days after receipt of the written grievance and give a written answer to the grievance within five (5) days of the meeting. The grievant has five (5) days in which to either accept the answer or appeal it in writing to the next level.

Subd. 2. Level II: If the grievance has not been resolved in Level I, it may then be processed to Level II by presenting the written grievance to the Superintendent. The Superintendent or his designee shall meet within ten (10) days after receipt of the written appeal to discuss the problem with the grievant. Within seven (7) days of the meeting the Superintendent or his designee shall submit his written answer to the grievant.

Subd. 3. Level III: If the grievance remains unresolved at the conclusion of Level II, it may be submitted for binding arbitration at the discretion of the Association provided written notice of the request for submission to arbitration is delivered to the Superintendent's Office within ten (10) days after the date of receipt of the decision at Level II.

Subd. 4. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit, within three (3) days to both parties, a list of five (5) names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, and the name so remaining shall be the arbitrator. Within twenty (20) days of the appointment by the Board of Personnel Appeals, the arbitrator selected shall make an award.

Subd. 5. Rules and procedures governing the hearing shall be fixed by the arbitrator and the award, when signed by the arbitrator, shall be final and binding and may be enforced in a court of competent jurisdiction.

Subd. 6. 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 Board and the aggrieved party shall not be permitted to assert in such arbitration proceeding any ground or to reply on any evidence not previously disclosed to the other party.

Subd. 7. The fees and expenses of the arbitrator and other costs of the arbitration shall be shared jointly and equally between the Board and the aggrieved party or by the Association if it represents said party. 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 to access to the records.

Section 5. Miscellaneous Provisions:

Subd. 1. Grievance hearings and meetings 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 hearings are held during the workday persons required to participate in the hearing shall be excused without loss of pay or other benefits.

Subd. 2. Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.

Subd. 3. All documents, communications and records 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.

Subd. 4. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

Section 6. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 1. Effect: This Agreement constitutes Board policy for the term of said Agreement. During its term this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

Section 2. Individual Contract: Any individual contract between the Board and an individual Teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement.

Section 3. Severability: If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 4. Copies of Agreement: Copies of the Agreement shall be printed at the expense of the School District, or otherwise be made available in electronic format, within 30 days or as soon thereafter as practicable after the Agreement is signed. Copies shall be presented to all Teachers now employed, hereafter employed, or offered employment by the Board.

Section 5. Jurisdiction: It is understood and agreed by the parties that any claim by an employee which constitutes an unfair practice allegation as defined by Section 39-31-401 MCA, Montana Public Employees Collective Bargaining Law, as amended, shall not be subject to the grievance procedure

provided in this Agreement, notwithstanding reference to any such matters in this Agreement, but the employees exclusive remedy shall be to file such charges with the Board of Personnel Appeals as provided by Section 39-31-404 MCA of the Montana Employees Collective Bargaining Law, as amended, since jurisdiction for the determination and enforcement of unfair practices, is vested in the Board of Personnel Appeals by the Montana Public Employees Bargaining Law, as amended.

ARTICLE XIII
SCHOOL YEAR

Section 1. School Calendar:

Subd. 1. The School District shall Meet and Confer with the Association on development of the school calendar or any changes therein.

Subd. 2. The results of meeting and conferring on the calendar shall be submitted to the Board of Trustees for final approval and the calendar shall not be construed to be a part of this Agreement.

Section 2. Length of the School Year: The length of the school year shall consist of 182 duty days for Teachers. For the purposes of this Section, a duty day shall mean a day when the Teacher is obligated to perform services as prescribed by the School District.

Section 3. Emergency Closing: In the event a Teacher duty day is lost for any emergency closing, the Teacher shall perform duties on such other day in lieu thereof as the School Board or its designated representative shall determine, if any.

ARTICLE XIV
TEACHER EVALUATION

Section 1. Procedure: The School District shall maintain a uniform evaluation instrument for each category of Teachers specified in Article II, with the exception of the allowance of a separate instrument for non-tenure Teachers. The District shall also use separate evaluation instruments for evaluation of coaches and for evaluation of other extracurricular positions. The evaluation forms may be changed during the term of this Agreement as the School District deems advisable, but a single uniform instrument shall be used at all times within appropriate categories with the exception noted above.

Subd. 1. Teachers will be advised during preschool workshops of the District's evaluation procedures. Except for substitutes, Teachers joining the staff after the commencement of the school year shall be individually advised of the School District's evaluation procedures by the building principal.

Subd. 2. Designated Evaluator: Each Teacher will have a single Administrator designated as evaluator in any one school year. The Teacher may be evaluated by additional evaluators at the Teacher's request or in the District's discretion.

Subd. 3. The formal evaluation shall be in writing. The formal evaluation shall include the basis on which conclusions are made by the evaluator.

Subd. 4. Evaluation is a continuous process, which will occur regularly throughout the Teacher's service. Non-tenure Teachers shall be formally evaluated at least twice a year prior to March 15. A tenured Teacher will be evaluated at the discretion of the Administrator or upon the Teacher's

request. All tenured Teacher evaluations shall be completed by May 15 of each school year. A Teacher and his/her administrative evaluator may extend the May 15th deadline by mutual written agreement executed prior to May 15th. Absence of an annual formal evaluation means that the District has determined the Teacher's performance to be satisfactory for the year.

Section 2. Prohibition: No mechanical or electronic devices shall be used by the School District for the observation without the Teacher's prior knowledge and consent. An Administrator shall not use unsubstantiated hearsay as a basis for formal evaluations. An Administrator shall make all formal evaluations.

It is understood that, under the supervision of the appropriate Administrator, an administrative intern may participate in the supervision and evaluation process with the following limitations:

Subd. 1. Only tenured Teachers will participate in an intern evaluation.

Subd. 2. Evaluation will be conducted with the prior agreement of the Teacher involved.

Subd. 3. The intern evaluation will not be part of the Teacher's personnel file or used for any purpose other than intern training without the express written consent of the Teacher.

Section 3. Personal Conference: Each formal observation of a Teacher shall be preceded within twelve (12) working days by a personal pre-conference between the Teacher and the Administrator to discuss the observation and evaluation. The administrator will use the mutually agreed upon pre-conference tool.

Each formal observation of a Teacher shall be followed within ten (10) working days by a personal conference between the Teacher and Administrator to discuss the observation and evaluation. If the outlined evaluation timeline is not followed, the teacher may request a new evaluation.

Section 4. Copy of the Evaluation: A written evaluation shall be made for each formal observation of the Teacher's classroom performance, and a copy of that evaluation shall be given to the Teacher within ten (10) working days of the formal observation and a copy shall be placed in the Teacher's personnel file.

Section 5. Employee Rights: If the Teacher believes the evaluation is incomplete or inaccurate, the Teacher may submit any objections in writing, which shall be attached to the file copy of the evaluation report, provided such written objections are furnished to the Administrator within twenty (20) working days after receipt of the evaluation report.

Section 6. Effect: Except as otherwise provided in this Article, nothing shall limit the School District from supplementing evaluation and evaluation procedures, nor shall anything herein preclude the School District from evaluating the Teacher's total performance as a Teacher in the School District.

The evaluation of a non-tenure Teacher shall not be BEA-BPS Master Labor Agreement subject to the grievance procedure, except if such evaluation is the basis for disciplinary action as described in Article IV, Section 2, or does not follow the procedure outlined herein.

A tenure Teacher's evaluation shall not be subject to the grievance procedure, except if such evaluation is stated by the School District as unsatisfactory for the second time, does not follow the procedure outlined herein, or is the basis for a disciplinary action as described in Article IV, Section 2, or if such evaluation is the basis for a dismissal as provided in Article IV, Section 6, and the tenure Teacher has elected the grievance procedure rather than their statutory appeal process.

ARTICLE XV
STUDENT DISCIPLINE

Section 1. The School District shall have a policy on student discipline. The policy shall be distributed to each Teacher at the beginning of the school year.

Section 2. By October 1, 1983, a District Discipline Committee shall be formed. Three members of the Committee shall be appointed by the exclusive representative and three by the Superintendent. While the Committee shall not act as a review body on individual disciplinary situations, it may appropriately discuss the general disciplinary circumstances in the School District and may from time to time make recommendations to the Superintendent regarding proposed revisions in the District's disciplinary policy. This Committee shall meet at least annually.

Section 3. A Teacher losing work time because of student action during disciplinary incident shall not lose pay, nor shall such absence be charged against the Teacher's accrued sick leave.

ARTICLE XVI
POSITION SHARING

Section 1. Teachers may volunteer and the School District may, in its sole discretion, agree that two or more Teachers may share a position.

Section 2. Teachers sharing a position shall be entitled to the leave benefits of Article VIII on a pro rata basis.

Section 3. Salaries for Teachers sharing positions shall be prorated to reflect the fraction of the position shared. Increments and lane changes for Teachers sharing a position shall be administered as if such Teachers were teaching full time and shall be appropriately prorated for time worked.

Section 4. Teachers who volunteer and are accepted for position sharing shall accrue seniority under Article XVIII if the teaching assignment is the equivalent of a half time position.

Section 5. Teachers who formerly taught full time and are eligible for protection under the reduction in staff article (Article XVIII) shall be entitled to revert to full time status in any future school year, (unless, pursuant to Article XVIII, this would result in the layoff of a more senior qualified Teacher), by giving written notice of this intention to the Personnel Director by February 1st prior to the school year of the intended return.

Section 6. Scheduling of Teachers sharing a position shall not be limited by other provisions of this Agreement but will be by mutual consent of the affected Teachers and the building Administrator.

Section 7. Elementary Job Sharing:

Subd. 1. All job-sharing proposals must be approved by the building principal prior to submission to the elementary director.

Subd. 2. Teachers who are job sharing at the elementary level will submit a written proposal to their building principal, the elementary director and a sub-committee from the Collaborative Bargaining Team. Proposals will take into consideration the following conditions:

(a) All proposals will be submitted by April 1 for the next school year.
(b) The flexibility of building assignments - there is no guarantee that job-sharing positions will be granted at either of the Teachers' home school.

(c)

(d) Both Teachers must share a common philosophy of grading and disciplining.

(e) The scheduling of the school day will remain consistent throughout the year.

(f) No student Teachers will be assigned to a job-sharing classroom.

(g) Both Teachers will attend staff development meetings, CST's, and parent-Teacher conferences.

(h) School functions will be prorated for each participating Teacher.

(i) Both Teachers will maintain a sense of flexibility when scheduling.

(j) In the event the job-sharing position cannot continue, the principal, in collaboration with the Teachers, shall decide the staffing of this position.

Subd. 3. At the end of the year the principal will evaluate the job-sharing performance and report to the elementary director and the sub-committee of the Collaborative Bargaining Team.

Subd. 4. The District shall provide for at least three (3) job sharing positions at the elementary level. The sub-committee of the Collaborative Bargaining Team and the elementary director will review and approve all proposals.

ARTICLE XVII
NO STRIKE CLAUSE

There will be no lockouts by the School District, or strikes or slowdowns of work by the Association, during any period that this Agreement is in full force and effect. This Article shall not apply to a dispute regarding Appendix B if this Appendix is reopened for negotiation pursuant to the provisions of Article VII, Section 1.

ARTICLE XVIII
REDUCTION IN STAFF

Section 1. Procedure: In the event the School District determines to reduce staff the provision of this Article shall apply.

Section 2. Definitions:

Subd. 1. Teacher: The term Teacher used herein shall refer only to tenured Teachers, regularly employed at least half time by the School District.

Subd. 2. Qualified: Qualified means a tenured Teacher who is certified by the State Office of Public Instruction for a position established by the School District, and who has taught in such subject matter category for at least one semester while a member of the staff of the Billings School District. Qualified also means a Teacher who has worked or taught a semester or more in the District in a subject not requiring a specific teaching certificate.

Subd. 3. Subject Matter: Subject matter shall mean such categories as are determined by the State Office of Public Instruction for certification purposes.

Subd. 4. Days: Means Teacher duty days, unless otherwise stated.

Section 3. Seniority:

Subd. 1. Seniority shall mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the School District including authorized leave of absences allowed by the School District pursuant to this Agreement.

Subd. 2. Probationary Teachers shall not acquire seniority until such Teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to a Teacher's first day of continuous service. Continuous service shall include a Teacher who is under contract for more than ninety (90) days in a single school year. Long-term substitute service under contract, immediately prior to regular contract service, shall be counted toward a Teacher's seniority.

Subd. 3. In determining the list of seniority, an employee whose employment has been legally terminated by resignation or terminated but whose employment was subsequently reinstated without interruption, shall be deemed to be continuous service.

Subd. 4. Certified Teachers employed by the School District in professional positions outside the Teacher's unit, i.e., Administrators, shall maintain seniority in the Teacher's unit consistent with total administrative and teaching service in the School District, provided the administrative employee is qualified and certified as described herein.

Subd. 5. In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by lot.

Section 4. Seniority List:

Subd. 1. On or about December 1 of each school year, the School District shall cause a seniority list, (by name, date of employment, qualification, and certification), to be prepared from its records. It shall thereupon post such list in an official place in each school building.

Subd. 2. Any person whose name appears on such list, and who may disagree with the findings of the School District, and the order of seniority on said list, shall have fourteen (14) days from the date of posting, to supply written documentation, proof and request for seniority change, to the School District's Department of Human Resources.

Subd. 3. Within fourteen (14) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and make such changes as the School District deems warranted. The final seniority list shall thereupon be prepared by the School District and shall be posted in each school building. Such list shall be binding on the District and all Teachers shown thereon. Each year, thereafter, the School District shall cause such seniority list to be updated. Such list shall govern the application of Reduction in Staff, Article XVIII, until thereafter revised.

Subd. 4. Any person disagreeing with the final seniority list, prepared pursuant to Subd. 3, above, may pursue the matter through the Grievance Procedure provided by Article XI.

Section 5. Voluntary Layoff: Senior Teachers may accept voluntary layoff during a period when the School District is placing tenured Teachers on layoff. Teachers accepting voluntary layoff will, as do all Teachers on layoff, continue to accrue seniority. Voluntary layoff shall be for a period of the succeeding school year unless altered by mutual agreement. Teachers wishing to be recalled from voluntary layoff for the next school year shall give Human Resources written notice of this intention by the preceding February 1.

Section 6. Order of Layoff: Qualified Teachers shall be placed on layoff in inverse order of seniority. The School District retains, consistent with the provisions of this Agreement, the right to assign Teachers to positions for which they are certified. The School District shall not be required to transfer a more senior Teacher to an assignment requiring different certification in order to accommodate the seniority claim of a Teacher proposed for layoff or recall.

Subd. 1. In the event of a staff reduction, tenured Teachers shall not be placed on layoff if there is a probationary Teacher employed in a position requiring the same certification.

Subd. 2. If the determined reduction is not accomplished by Subd. 1 hereof, then the School District may place on layoff tenured Teachers in order of inverse seniority within certification and qualification as defined in this Article.

Section 7. Recall:

Subd. 1. No new Teacher shall be employed by the School District in a position for which a tenured Teacher is licensed. Tenured Teachers shall first be recalled to vacant positions in inverse order from that in which said Teacher was placed on layoff, providing that such Teacher possess necessary certification for the position.

Subd. 2. When placed on layoff, a Teacher shall maintain a current address with the School District and if a position becomes available for the Teacher on layoff, the School District shall provide written notice by Registered Mail or Certified Mail, Return Receipt Requested. The Teacher shall have fourteen (14) calendar days from the date of receipt of such notice to accept re-employment. Failure on the part of the Teacher to accept re-employment within fourteen (14) calendar days of receipt of recall notice, or failure of the Teacher to report for duty within thirty (30) days of the receipt of recall notice, shall constitute forfeiture on the part of the Teacher to any further rights of re-employment or reinstatement.

If the School District is unable to effect delivery of a Registered or Certified Letter, Return Receipt Requested, at the last address left with the School District by the Teacher, the District after five (5) days shall send a notice by Certified Mail, and the fourteen day period provided herein, shall commence running at the time the notice by Certified Mail is sent.

Subd. 3. Re-employment rights shall automatically cease thirty (30) months from the date of layoff and no further rights to reinstatement shall exist.

Section 8. Effect: Nothing in this Article shall be construed to limit the authority of the School District to determine the number of Employees, the establishment and priority of programs, or the right to reduce staff. Therefore, such actions shall not be subject to the grievance procedure provided in this Agreement. A Teacher, however, may grieve concerning the establishment of his/her seniority date, or the order of layoff as provided in this Agreement. It is further understood and agreed by the parties that the termination of Teachers is governed by Montana Statutes and nothing herein shall be construed to modify or limit, the School District's statutory rights or the Teacher's statutory rights as provided by Montana Law.

ARTICLE XIX
DURATION OF AGREEMENT

Section 1. Term and Reopening Negotiations: All provisions of this Agreement shall be effective July 1, 2026, except as otherwise provided herein. The Agreement will remain in full force and effect until June 30, 2028. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one year unless either party gives notice to the other, not later than January 1, prior to the aforesaid expiration date or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over the terms of a successor agreement. The District and the Association acknowledge the collaborative discussions that occurred throughout the bargaining process and recognize the mutual exchange of perspectives and proposals. The parties further acknowledge that this Agreement reflects the understandings reached during negotiations for this bargaining cycle and is intended to support ongoing labor-management stability and constructive working relationships.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

The parties through their authorized agents have executed this labor agreement on the dates set out below.

Board of Trustees, Billings District No. 2

Jana Haffer, its Chairperson

9/4/2026
Date

Daniela Walsh, District Clerk

9/4/2026
Date

Billings Education Association

Lance Edward, its President

4 Sep. 2026
Date

Alice Asleson, Association Secretary

9/4/2026
Date

APPENDIX A
PROFESSIONAL DEVELOPMENT ACADEMY ADVISORY COMMITTEE (PDAAC)

The purpose of this committee is to review and approve professional development activities for lane advancement credit, excluding accredited university coursework, that is relevant to a teacher's current or prospective instructional assignment. The committee is committed to ensuring that the approval process is clear, efficient, and professional.

Guidelines for Council Governance

1. The Professional Development Academy Advisory Committee (PDAAC) approves community education and professional development courses or workshops for District step-up credit. The Committee considers the course's value for student achievement, improving instructional or program skills, or work completed in relation to educational program enhancement.

2. The PDAAC consists of six members. Three administrative members are appointed by the Superintendent. The Billings Education Association will appoint three members. Either side may remove or appoint a committee member from their appointees at any time.

3. Approval of PDA courses shall be accomplished through an audit system designed and agreed upon by both the district and the association. The PDAAC shall conduct and complete audits throughout the school year, but no later than September 30, in order to accommodate lane change requests. Coursework that does not meet the PDAAC approval standards or credit requirements shall not qualify for lane advancement.

   If, through the audit process, previously approved coursework is determined to be ineligible for lane advancement, the employee shall be granted one (1) year from the date of notification to complete a substitute qualifying course. During that one-year period, the employee's lane placement shall remain unchanged, and the employee shall be ineligible for additional lane advancement until the deficiency is corrected.

   Employees who submit coursework for approval that does not meet the requirements for qualifying credit prior to an audit shall be ineligible for lane advancement for one (1) school year from the date of determination. The employee must subsequently complete and submit qualifying coursework in order to become eligible for lane advancement.

   An employee who, in a subsequent year, submits additional coursework that does not meet the requirements for approval shall be ineligible for lane advancement for two (2) school years from the date of determination. The employee must complete and submit qualifying coursework before becoming eligible for lane advancement following the two-year period.

4. Outside of the audit system, the PDAAC committee shall set guidelines and parameters for courses that merit lane advancement (historically step up). These guidelines shall be easily available to all teachers. Teachers shall be allowed to complete courses that have been placed on the pre-approved list or those that they feel meet the criteria outlined by the committee. Changes to guidelines shall be by consensus or in absence of a consensus then a majority vote of four to two is required for approval.

5. Executive decisions can be made through approval from both the Director of Adult Education and the Billings Education Association President should issues arise prior to a PDAAC meeting. The PDAAC must review executive decisions for final approval.

6. All PDA courses approved by the PDAAC will be kept on record in the district's Adult Education Office.

7. The Adult Education Department will submit a yearly financial report to the PDAAC regarding proceeds and expenses from PDA courses. This information will be used to annually review course fee structures. This report will be forwarded to the BEA, the district Superintendent, and the Board of Trustees.

8. Human Resource Services will maintain a database regarding individual course and credit approval.

APPENDIX B
FISCAL YEAR 2026-27 SALARY SCHEDULE
WITH MASTER'S & PHD STIPENDS INCLUDED

BASE SALARY FOR MULTIPLIER CALCULATIONS $50,852

Step	BA	BA+30	BA+60	BA+90	BA+105	MA	MA+30	MA+45	PHD
0	50,852	53,499	56,292	59,241	60,799	58,542	61,491	63,049	66,049
1	50,852	53,499	56,292	59,241	60,799	58,542	61,491	63,049	66,049
2	51,442	54,212	57,136	60,223	61,852	59,386	62,473	64,102	67,102
3	52,588	55,422	58,413	61,571	63,237	60,663	63,821	65,487	68,487
4	53,760	56,659	59,720	62,949	64,654	61,970	65,199	66,904	69,904
5	54,959	57,925	61,055	64,360	66,104	63,305	66,610	68,354	71,354
6	56,399	59,446	62,660	66,053	67,845	64,910	68,303	70,095	73,095
7	57,878	61,007	64,308	67,793	69,633	66,558	70,043	71,883	74,883
8	59,398	62,609	66,000	69,580	71,469	68,250	71,830	73,719	76,719
9	60,957	64,257	67,739	71,414	73,355	69,989	73,664	75,605	78,605
10	62,560	65,948	69,523	73,299	75,292	71,773	75,549	77,542	80,542
11	64,692	68,199	71,901	75,807	77,870	74,151	78,057	80,120	83,120
12	66,900	70,528	74,360	78,404	80,538	76,610	80,654	82,788	85,788
13	69,184	72,941	76,906	81,091	83,300	79,156	83,341	85,550	88,550
14	71,548	75,437	79,540	83,872	86,159	81,790	86,122	88,409	91,409
15	74,247	78,270	82,518	87,001	89,368	84,768	89,251	91,618	94,618

Stipends included in Matrix		
Masters +	2,250	
PHD +	5,250	(2,250 + 3,000)

APPENDIX B
2026-27 SALARY SCHEDULE – WITHOUT MA & PHD STIPENDS

	BA	BA+30	BA+60	BA+90	BA+105
			MA	MA+30	MA+45
Step					PHD
0	50,852	53,499	56,292	59,241	60,799
1	50,852	53,499	56,292	59,241	60,799
2	51,442	54,212	57,136	60,223	61,852
3	52,588	55,422	58,413	61,571	63,237
4	53,760	56,659	59,720	62,949	64,654
5	54,959	57,925	61,055	64,360	66,104
6	56,399	59,446	62,660	66,053	67,845
7	57,878	61,007	64,308	67,793	69,633
8	59,398	62,609	66,000	69,580	71,469
9	60,957	64,257	67,739	71,414	73,355
10	62,560	65,948	69,523	73,299	75,292
11	64,692	68,199	71,901	75,807	77,870
12	66,900	70,528	74,360	78,404	80,538
13	69,184	72,941	76,906	81,091	83,300
14	71,548	75,437	79,540	83,872	86,159
15	74,247	78,270	82,518	87,001	89,368

INDICES FOR 2026-27 SALARY SCHEDULE

	BA	BA+30	BA+60	BA+90	BA+105
			MA	MA+30	MA+45
Step					PHD
0	1.0000	1.0521	1.1070	1.1650	1.1956
1	1.0000	1.0521	1.1070	1.1650	1.1956
2	1.0116	1.0661	1.1236	1.1843	1.2163
3	1.0342	1.0899	1.1487	1.2108	1.2436
4	1.0572	1.1142	1.1744	1.2379	1.2714
5	1.0808	1.1391	1.2007	1.2656	1.2999
6	1.1091	1.1690	1.2322	1.2989	1.3342
7	1.1382	1.1997	1.2646	1.3332	1.3693
8	1.1681	1.2312	1.2979	1.3683	1.4054
9	1.1987	1.2636	1.3321	1.4044	1.4425
10	1.2302	1.2969	1.3672	1.4414	1.4806
11	1.2722	1.3411	1.4139	1.4908	1.5313
12	1.3156	1.3869	1.4623	1.5418	1.5838
13	1.3605	1.4344	1.5124	1.5947	1.6381
14	1.4070	1.4835	1.5642	1.6494	1.6943
15	1.4601	1.5392	1.6227	1.7109	1.7574

APPENDIX B
SALARY SCHEDULE
FISCAL YEAR 2027-28 WITH MASTER'S & PHD STIPENDS INCLUDED

BASE SALARY FOR MULTIPLIER CALCULATIONS $51,614

Step	BA	BA+30	BA+60	BA+90	BA+105	MA	MA+30	MA+45	PHD
0	51,614	54,301	57,136	60,130	61,710	59,386	62,380	63,960	66,960
1	51,614	54,301	57,136	60,130	61,710	59,386	62,380	63,960	66,960
2	52,214	55,025	57,993	61,126	62,780	60,243	63,376	65,030	68,030
3	53,377	56,253	59,289	62,494	64,185	61,539	64,744	66,435	69,435
4	54,567	57,509	60,615	63,894	65,624	62,865	66,144	67,874	70,874
5	55,784	58,794	61,971	65,326	67,095	64,221	67,576	69,345	72,345
6	57,245	60,337	63,600	67,044	68,862	65,850	69,294	71,112	74,112
7	58,747	61,922	65,273	68,810	70,678	67,523	71,060	72,928	75,928
8	60,289	63,548	66,990	70,624	72,541	69,240	72,874	74,791	77,791
9	61,871	65,220	68,755	72,486	74,455	71,005	74,736	76,705	79,705
10	63,498	66,937	70,566	74,399	76,421	72,816	76,649	78,671	81,671
11	65,662	69,222	72,979	76,944	79,038	75,229	79,194	81,288	84,288
12	67,903	71,586	75,475	79,580	81,746	77,725	81,830	83,996	86,996
13	70,222	74,035	78,059	82,308	84,550	80,309	84,558	86,800	89,800
14	72,622	76,568	80,734	85,131	87,452	82,984	87,381	89,702	92,702
15	75,610	79,694	84,006	88,556	90,959	86,256	90,806	93,209	96,209

Stipends included in Matrix		
Masters +	2,250	
PHD +	5,250	(2,250 + 3,000)

APPENDIX B
2027-28 SALARY SCHEDULE – WITHOUT MA & PHD STIPENDS

	BA	BA+30	BA+60	BA+90	BA+105
			MA	MA+30	MA+45
Step					PHD
0	51,614	54,301	57,136	60,130	61,710
1	51,614	54,301	57,136	60,130	61,710
2	52,214	55,025	57,993	61,126	62,780
3	53,377	56,253	59,289	62,494	64,185
4	54,567	57,509	60,615	63,894	65,624
5	55,784	58,794	61,971	65,326	67,095
6	57,245	60,337	63,600	67,044	68,862
7	58,747	61,922	65,273	68,810	70,678
8	60,289	63,548	66,990	70,624	72,541
9	61,871	65,220	68,755	72,486	74,455
10	63,498	66,937	70,566	74,399	76,421
11	65,662	69,222	72,979	76,944	79,038
12	67,903	71,586	75,475	79,580	81,746
13	70,222	74,035	78,059	82,308	84,550
14	72,622	76,568	80,734	85,131	87,452
15	75,610	79,694	84,006	88,556	90,959

INDICES FOR 2027-28 SALARY SCHEDULE

	BA	BA+30	BA+60	BA+90	BA+105
			MA	MA+30	MA+45
Step					PHD
0	1.0000	1.0521	1.1070	1.1650	1.1956
1	1.0000	1.0521	1.1070	1.1650	1.1956
2	1.0116	1.0661	1.1236	1.1843	1.2163
3	1.0342	1.0899	1.1487	1.2108	1.2436
4	1.0572	1.1142	1.1744	1.2379	1.2714
5	1.0808	1.1391	1.2007	1.2656	1.2999
6	1.1091	1.1690	1.2322	1.2989	1.3342
7	1.1382	1.1997	1.2646	1.3332	1.3693
8	1.1681	1.2312	1.2979	1.3683	1.4054
9	1.1987	1.2636	1.3321	1.4044	1.4425
10	1.2302	1.2969	1.3672	1.4414	1.4806
11	1.2722	1.3411	1.4139	1.4908	1.5313
12	1.3156	1.3869	1.4623	1.5418	1.5838
13	1.3605	1.4344	1.5124	1.5947	1.6381
14	1.4070	1.4835	1.5642	1.6494	1.6943
15	1.4649	1.5440	1.6276	1.7157	1.7623

APPENDIX C
GRIEVANCE REPORT FORM

School District No. 2
Billings High School District No. 2
Billings, Montana

Grievance No:_____

Name:_____ Building:_____

Date Grievance Occurred:_____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated:_____

_____
Signature of Grievant

_____
Signature of BEA Representative

Copies To:
Superintendent
Director Human Resources
Principal
BEA Representative
Grievant

APPENDIX D - EXTRA PAY STIPENDS 2026-27

2026-27 $50,852

ATHLETICS	Base Pay Factor	Stipend
Baseball		
Varsity Head Coach	0.122	6,204
High School Asst. Coach (2 positions)	0.094	4,780
9th Grade Head Coach	0.080	4,068
Basketball		
Varsity Head Coach	0.165	8,391
High School Asst. Coach	0.122	6,204
9th Grade Head Coach	0.122	6,204
7th or 8th Grade Coach (Competitive Program)	0.073	3,712
7th or 8th Grade Coach (Instructional Program)	0.052	2,644
Cross Country		
Varsity Head Coach	0.122	6,204
High School Asst. Coach	0.052	2,644
Middle School Coach	0.060	3,051
Football		
Varsity Head Coach	0.165	8,391
High School Asst. Coach	0.122	6,204
9th Grade Coach	0.099	5,034
8th Grade Coach	0.079	4,017
8th Grade Asst. Coach	0.066	3,356
Golf		
Head Coach	0.085	4,322
Assistant	0.052	2,644
Swimming		
Head Coach	0.085	4,322
Tennis		
Head Coach	0.085	4,322
Track		
Varsity Head Coach (Boy's or Girl's)	0.122	6,204
Varsity Head Coach (Boy's and Girl's)	0.145	7,374
High School Asst. Coach	0.075	3,814
Middle School Head Coach	0.075	3,814
Middle School Asst. Coach	0.056	2,848
Volleyball		
Varsity Head Coach	0.165	8,391
High School Asst. Coach	0.122	6,204
9th Grade "B" Coach	0.094	4,780
7th or 8th Grade Coach (Competitive Program)	0.073	3,712
7th or 8th Grade Coach (Instructional Program)	0.052	2,644
Wrestling		
Varsity Head Coach	0.140	7,119
High School Asst. Coach	0.106	5,390
9th Grade Asst. Coach	0.084	4,272
7th or 8th Grade Coach	0.073	3,712
Soccer		
Head Coach	0.122	6,204
Asst. Coach	0.080	4,068
Softball		
Varsity Head Coach	0.122	6,204
High School Asst. Coach	0.094	4,780
9th Grade Coach	0.080	4,068
8th Grade Head Coach	0.073	3,712
8th Grade Asst. Coach	0.061	3,102
Training/Equipment		
Head Trainer	0.338	17,188
Assistant Trainer	0.170	8,645
Equipment Manager	0.057	2,899
Cheerleading/Majorettes		
High School	0.171	8,696
Asst. High School (*)	0.052	2,644
Dance	0.160	8,136
Activities Coordinator		
Night/Weekend Duties	0.338	17,188
Weight Coordinator	0.146	7,424
Gym Coordinator		
High School	0.106	5,390
Middle School	0.047	2,390
Saturday/Middle School	0.022	1,119
Intramurals		
High School Director	0.066	3,356
Basketball	0.042	2,136
Volleyball	0.042	2,136
Others	0.033	1,678

FORENSICS/DRAMA/PUBLICATIONS		
Forensics		
Varsity Head Speech	0.118	6,001
High School Asst. Coach	0.094	4,780
High School Debate	0.103	5,238
Middle School Debate (*)	0.038	1,932
Mid Sch Speech/Drama (*)	0.038	1,932
Drama Plays (not to exceed 4 plays)		
Play Director (per play)	0.039	1,983
Stage Director	0.071	3,610
Lighting Director	0.061	3,102
Publications		
High School Annual	0.094	4,780
High School Paper	0.071	3,610
Literary Magazine	0.042	2,136

	Base Pay Factor	Stipend
TECHNICAL STIPENDS		
Daylis Stadium Manager		
Up to 30 events	0.132	6,712
Cross Country Coordinator (15)	0.033	1,678
MetraPark Coordinator (20)	0.071	3,610
MUSIC		
Band		
High School Director	0.141	7,170
High School Asst. Director	0.108	5,492
Middle School Director	0.071	3,610
Chorus		
High School Director	0.141	7,170
Middle School Director	0.071	3,610
Orchestra		
High School Director	0.132	6,712
Middle School Director	0.071	3,610
Mid Sch Chamber Orch (*)	0.043	2,187
Elementary Honors		
Band	0.043	2,187
Orchestra	0.043	2,187
Choir	0.043	2,187
Choir Asst./Accompanist	0.038	1,932
Music Coordinators (*)		
State Festival Chairperson	0.029	1,475
District Fest Chairperson	0.029	1,475
Vocal Chorus (7-12)	0.043	2,187
Orchestra	0.043	2,187
Band	0.043	2,187
Elem. General Music	0.115	5,848
DRUG FREE SCHOOLS (**)		
High School		
Safe & Drug Free Schools Coordinator		750
Career Center		300
Middle School		
Safe & Drug Free Schools Coordinator		600
reACT! Program		1,200
Department Chairperson/ Area Coordinator		
Department Chair	0.099	5,034
Area Coordinator	0.099	5,034
National Board Certification Mentor		500
Platinum Project		
High School Advisor	0.079	4,017
High School Asst. Advisor (optional)	0.066	3,356
Tribal Council Advisor		
High School Advisor	0.066	3,356

	Base Pay Factor	Stipend
CLUBS/ORGANIZATIONS		
Service Clubs		
Kenetic	0.029	1,475
Key Club	0.066	3,356
Z Club	0.066	3,356
AK	0.052	2,644
HS Pep Club	0.038	1,932
MS Pep Club (*)	0.024	1,220
Jaybees	0.029	1,475
BAC	0.056	2,848
BPA	0.066	3,356
DECA	0.066	3,356
FFA	0.066	3,356
VICA	0.066	3,356
FHA	0.056	2,848
Student Council		
Middle School	0.052	2,644
Student Store	0.024	1,220
Middle School Activities		
School Play	0.024	1,220
Yearbook	0.024	1,220
Newspaper	0.024	1,220
Math Club	0.024	1,220
Technology Ed. Club	0.024	1,220
Beta Club	0.024	1,220
Late Night	0.043	2,187
Knowledge Master	0.014	712
Odyssey of the Mind	0.014	712
Geography Bee	0.014	712
Service Club	0.014	712
Chess Club	0.014	712
Modeling Club	0.014	712
Middle School Spelling	0.014	712
Teen Angels	0.014	712
High School Activities (***)		
Art Club		800
Academic Team		800
Chess Club		400
Technology Club		1,000
Inter-Cultural Exchange Club		800
Photo Club		800
Multi-Cultural Club		800
Science Club		600
Trading Cards		400
SADD		400
National Honor Society		600

(*) Stipends not currently approved for use

(**) Based on the availability of federal funds for Drug Free Schools has been established at a rate that will not increase.

(***) Based on the availability of funds and has been established at a rate that will not increase.

APPENDIX D - EXTRA PAY STIPENDS 2027-28

2027-28 **$51,614**

ATHLETICS	Base Pay Factor	Stipend
Baseball		
Varsity Head Coach	0.122	6,297
High School Asst. Coach (2 positions)	0.094	4,852
9th Grade Head Coach	0.080	4,129
Basketball		
Varsity Head Coach	0.165	8,516
High School Asst. Coach	0.122	6,297
9th Grade Head Coach	0.122	6,297
7th or 8th Grade Coach (Competitive Program)	0.073	3,768
7th or 8th Grade Coach (Instructional Program)	0.052	2,684
Cross Country		
Varsity Head Coach	0.122	6,297
High School Asst. Coach	0.052	2,684
Middle School Coach	0.060	3,097
Football		
Varsity Head Coach	0.165	8,516
High School Asst. Coach	0.122	6,297
9th Grade Coach	0.099	5,110
8th Grade Coach	0.079	4,078
8th Grade Asst. Coach	0.066	3,407
Golf		
Head Coach	0.085	4,387
Assistant	0.052	2,684
Swimming		
Head Coach	0.085	4,387
Tennis		
Head Coach	0.085	4,387
Track		
Varsity Head Coach (Boy's or Girl's)	0.122	6,297
Varsity Head Coach (Boy's and Girl's)	0.145	7,484
High School Asst. Coach	0.075	3,871
Middle School Head Coach	0.075	3,871
Middle School Asst. Coach	0.056	2,890
Volleyball		
Varsity Head Coach	0.165	8,516
High School Asst. Coach	0.122	6,297
9th Grade "B" Coach	0.094	4,852
7th or 8th Grade Coach (Competitive Program)	0.073	3,768
7th or 8th Grade Coach (Instructional Program)	0.052	2,684
Wrestling		
Varsity Head Coach	0.140	7,226
High School Asst. Coach	0.106	5,471
9th Grade Asst. Coach	0.084	4,336
7th or 8th Grade Coach	0.073	3,768
Soccer		
Head Coach	0.122	6,297
Asst. Coach	0.080	4,129
Softball		
Varsity Head Coach	0.122	6,297
High School Asst. Coach	0.094	4,852
9th Grade Coach	0.080	4,129
8th Grade Head Coach	0.073	3,768
8th Grade Asst. Coach	0.061	3,148
Training/Equipment		
Head Trainer	0.338	17,446
Assistant Trainer	0.170	8,774
Equipment Manager	0.057	2,942
Cheerleading/Majorettes		
High School	0.171	8,826
Asst. High School (*)	0.052	2,684
Dance	0.160	8,258
Activities Coordinator		
Night/Weekend Duties	0.338	17,446
Weight Coordinator	0.146	7,536
Gym Coordinator		
High School	0.106	5,471
Middle School	0.047	2,426
Saturday/Middle School	0.022	1,136
Intramurals		
High School Director	0.066	3,407
Basketball	0.042	2,168
Volleyball	0.042	2,168
Others	0.033	1,703

FORENSICS/DRAMA/PUBLICATIONS	Base Pay Factor	Stipend
Forensics		
Varsity Head Speech	0.118	6,090
High School Asst. Coach	0.094	4,852
High School Debate	0.103	5,316
Middle School Debate (*)	0.038	1,961
Mid Sch Speech/Drama (*)	0.038	1,961
Drama Plays (not to exceed 4 plays)		
Play Director (per play)	0.039	2,013
Stage Director	0.071	3,665
Lighting Director	0.061	3,148
Publications		
High School Annual	0.094	4,852
High School Paper	0.071	3,665
Literary Magazine	0.042	2,168

	Base Pay Factor	Stipend
TECHNICAL STIPENDS		
Daylis Stadium Manager		
Up to 30 events	0.132	6,813
Cross Country Coordinator (15)	0.033	1,703
MetraPark Coordinator (20)	0.071	3,665
MUSIC		
Band		
High School Director	0.141	7,278
High School Asst. Director	0.108	5,574
Middle School Director	0.071	3,665
Chorus		
High School Director	0.141	7,278
Middle School Director	0.071	3,665
Orchestra		
High School Director	0.132	6,813
Middle School Director	0.071	3,665
Mid Sch Chamber Orch (*)	0.043	2,219
Elementary Honors		
Band	0.043	2,219
Orchestra	0.043	2,219
Choir	0.043	2,219
Choir Asst./Accompanist	0.038	1,961
Music Coordinators (*)		
State Festival Chairperson	0.029	1,497
District Fest Chairperson	0.029	1,497
Vocal Chorus (7-12)	0.043	2,219
Orchestra	0.043	2,219
Band	0.043	2,219
Elem. General Music	0.115	5,936
DRUG FREE SCHOOLS (**)		
High School		
Safe & Drug Free Schools Coordinator		750
Career Center		300
Middle School		
Safe & Drug Free Schools Coordinator		600
reACT! Program		1,200
Department Chairperson/ Area Coordinator		
Department Chair	0.099	5,110
Area Coordinator	0.099	5,110
National Board Certification Mentor		500
Platinum Project		
High School Advisor	0.079	4,078
High School Asst. Advisor (optional)	0.066	3,407
Tribal Council Advisor		
High School Advisor	0.066	3,407

	Base Pay Factor	Stipend
CLUBS/ORGANIZATIONS		
Service Clubs		
Kenetic	0.029	1,497
Key Club	0.066	3,407
Z Club	0.066	3,407
AK	0.052	2,684
HS Pep Club	0.038	1,961
MS Pep Club (*)	0.024	1,239
Jaybees	0.029	1,497
BAC	0.056	2,890
BPA	0.066	3,407
DECA	0.066	3,407
FFA	0.066	3,407
VICA	0.066	3,407
FHA	0.056	2,890
Student Council		
Middle School	0.052	2,684
Student Store	0.024	1,239
Middle School Activities		
School Play	0.024	1,239
Yearbook	0.024	1,239
Newspaper	0.024	1,239
Math Club	0.024	1,239
Technology Ed. Club	0.024	1,239
Beta Club	0.024	1,239
Late Night	0.043	2,219
Knowledge Master	0.014	723
Odyssey of the Mind	0.014	723
Geography Bee	0.014	723
Service Club	0.014	723
Chess Club	0.014	723
Modeling Club	0.014	723
Middle School Spelling	0.014	723
Teen Angels	0.014	723
High School Activities (***)		
Art Club		800
Academic Team		800
Chess Club		400
Technology Club		1,000
Inter-Cultural Exchange Club		800
Photo Club		800
Multi-Cultural Club		800
Science Club		600
Trading Cards		400
SADD		400
National Honor Society		600

(*) Stipends not currently approved for use

(**) Based on the availability of federal funds for Drug Free Schools has been established at a rate that will not increase.

(***) Based on the availability of funds and has been established at a rate that will not increase.

APPENDIX E
MEMORANDUMS OF UNDERSTANDING

Memorandum of Understanding – Assignment and Transfer Language

The BEA and the District recognize the importance of the review of practices and procedures involving Teacher transfers. The District has taken, and intends to continue to take, steps toward improvement of these practices and procedures, including utilization of outside consultant(s). The District agrees that it will include the BEA and its members in the process of improvement. The District agrees to meet periodically with the BEA President to provide updates on this matter.

Memorandum of Understanding – Computer-assisted Learning Recovery

Computer-assisted learning recovery classes will be supervised by licensed Teachers, although such Teachers need not be certified in the subject area taught. Such classes shall be part of a Teachers' normal workload and student numbers shall not exceed normal classroom loads.

Memorandum of Understanding – National Certification Review

Both the BEA and the Board of Trustees of the Billings Public Schools recognize the value to our district of the achievement by Teachers of National Board Certification through the National Board for Professional Teaching Standards (NBPTS). Currently those Teachers who are successful in completing the National Board Certification receive an annual $2,000 stipend for the life of the certificate. Other BEA members who are not Teachers desire the same opportunity to present evidence of national certification processes in their professional fields. As a response to this request, this Memorandum of Agreement describes the mechanism through which a professional staff member who is not a Teacher (e.g., school psychologist, occupational therapist, speech/language pathologist, social worker, physical therapist and others) could become eligible for the National Certification stipend. Below is a matrix which describes the criteria which must be met and the evidence which must be produced for a staff member who is not NBPTS certified to be potentially eligible for a National Board Certification stipend. The life of a National Certification stipend shall be ten (10) years before renewal is required.

Related service providers may submit valid and current certification from their respective national boards or organizations to be eligible for the stipend.

Certification must come from nationally recognized professional board relevant to the related service provider's field. Upon verification of the certification by Human Resources, the stipend shall be approved without the need for binder documentation or committee review.

MEMORANDUM OF AGREEMENT

Billings Public Schools District #2 (BPS) and the Billings Education Association (BEA) have mutually agreed that the following position shall be placed into the unit recognition clause (Article II Section 2 Appropriate Unit) and shall be placed in the collective bargaining agreement permanently during the next contract negotiations.

The position to be added is Mental Health Specialist II.

It is agreed the MHS II shall be subject to the full current CBA, particularly regarding initial salary placement.

Job Description and qualifications are as follows:

Billings Public Schools Job Description

TITLE: Mental Health Specialist II

QUALIFICATIONS:

1. Bachelor's degree in health and human services related field with certification
2. Masters' degree in Human Services/Counseling
3. Successful and appropriate health and human services work and/or school experience
4. Experience with students preferred
5. LCPC/LCSW or licensure candidacy required

REPORTS TO: Building Principal

SERVICES TO:

1. Students
2. Families
3. Teachers

JOB GOAL: To enhance student functioning and achievement within the school setting.

PERFORMANCE RESPONSIBILITIES (may include but not limited to the following):

1. Provides direct behavioral and emotional support to students.
2. Provides individual counseling/psychotherapy under the direction of the School Social Worker
3. May be assigned to Check In's and Check out's with identified students
4. Assists with psychoeducational groups with students.
5. Assisting School Social Worker with connecting students to community resources and/or agencies.
6. Provides consultation to school personnel (teachers and paraprofessionals).
7. Observes in the classroom.
8. Assists in crisis situations.
9. Collects quantifiable data through observation and provides a written record.

10. Assists the social worker/coordinator with the development and implementation of behavioral intervention plans.
11. Provides staff training in social, emotional, and behavioral interventions when appropriate.
12. Monitors student progress with taught interventions and skills.
13. Assists with family assessments/developmental history/written reports.
14. Participates in home visits and parent support when appropriate.
15. Clearly and effectively communicate with school personnel.

PHYSICAL REQUIREMENTS: The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit, talk, and hear. The employee is occasionally required to stand, walk, and reach with hands and arms. The employee must be able to provide physical assistance or restraint to students of all ages following training of acceptable practices. Ail employees must submit to and successfully complete a physical examination upon offer of employment.

The parties through their authorized agents have executed this memorandum of understanding on the dates set out below.

Board of Trustees, Billings School District No. 2

Scott McCulloch — 8-3-22

By: Board Chair — Date

Attest: — 8-3-22

Board Clerk — Date

BEA — 8/8/22

By: President — Date

Brooke S. Taylor — 8.9.2022

Vice President — Date

MEMORANDUM OF AGREEMENT BETWEEN BILLINGS PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 2 AND THE BILLINGS EDUCATION ASSOCIATION JUNE 1, 2026- JUNE 30, 2028

Employee Safety, & Support Committee

This Memorandum of Agreement ("MOA") is entered into by and between Billings Public Schools ("District") and Billings Education Association ("Association") for the purpose of establishing a joint Employee Safety & Support ("E.S.S.") Committee to address school safety concerns, including prevention, response, recovery, and aftercare following incidents involving violence, threats, or other traumatic events affecting staff and students.

The District and the Association share a commitment to maintaining safe, supportive learning and working environments. The parties recognize that effective responses to school safety concerns require collaboration, clear communication, trauma-informed practices, and coordinated systems of support for both students and employees.

1. Effect on Collective Bargaining Agreement and Management Rights

This MOA establishes a collaborative advisory and problem-solving committee intended to promote communication, identify concerns, and develop recommendations related to school safety and post-incident support.

Except as specifically modified herein, all provisions of the Collective Bargaining Agreement ("CBA") shall remain in full force and effect. Nothing in this MOA shall be construed as a waiver of statutory or contractual rights of either party. Final authority regarding District operations, staffing, budgeting, and implementation of policy shall remain with the District except where otherwise required by law or collective bargaining obligations. Nothing in this MOA shall limit the District's authority to manage personnel, including the investigation of incidents or the administration of employee discipline. The Committee shall not review specific, identifiable personnel or student disciplinary cases.

Recommendations developed by the Committee shall be non-binding unless mutually agreed upon by the parties or formally adopted through appropriate District or bargaining processes.

2. Purpose of the Committee

The Committee shall:

- Review and discuss issues related to critical incidents, and their impact on staff and students.
- Promote collaborative, trauma-informed, and data-informed approaches to prevention, response, recovery, and aftercare.
- Review current District practices, protocols, resources, and communication systems related to school safety and post-incident response.
- Identify areas of strength, gaps, barriers, redundancies, and opportunities for improvement.
- Explore best practices and evidence-based strategies related to school safety, employee support, and crisis recovery.
- Develop recommendations intended to improve coordination, communication, and access to available supports and resources.

- Support discussion regarding employee return-to-work concerns, available leave resources, employee assistance supports, and other recovery-related issues consistent with applicable law and the CBA.
- Share relevant non-confidential data and information related to school incidents and their impact on staff and students.

3. Committee Composition

- The Association President shall appoint five (5) members to serve on the Committee and may replace its appointees as necessary.
- The District shall appoint five (5) members to serve on the Committee and may replace its appointees as necessary.
- The District is encouraged to include representatives with expertise in Human Resources, safety, student services, or crisis response.
- The parties are encouraged to appoint individuals with relevant expertise or experience related to school safety, mental health, crisis response, employee support, or trauma-informed practices.
- At the Committee's first meeting each school year, the Committee shall select two (2) co-chairs: one representing the District appointees and one representing the Association appointees.
- The co-chairs shall collaborate in establishing meeting agendas, facilitating meetings, and coordinating Committee work.
- The Superintendent or designee may attend as an ex-officio, non-voting member.

4. Scope of Work

The Committee may:

- Review existing practices, procedures, and available resources related to school safety and aftercare.
- Gather feedback or input from stakeholders when appropriate.
- Identify operational or communication concerns affecting staff response and recovery following critical incidents.
- Develop recommendations related to training, communication, coordination, employee supports, or procedural improvements.
- Establish subcommittees or working groups as mutually agreed to address specific topics or projects.
- Maintain meeting summaries, recommendations, and identified action items for informational and planning purposes.

The Committee shall function in an advisory capacity and shall not independently alter Board policy, negotiated agreement provisions, staffing assignments, or District operational procedures.

5. Meetings

- The Committee shall meet no fewer than four (4) times per school year unless otherwise mutually agreed.
- Additional meetings may be scheduled by mutual agreement of the co-chairs following significant incidents or emerging concerns.
- Meetings shall occur at mutually agreed upon times and may be held in person or virtually.
- Committee members attending meetings during their contractual workday shall be granted professional leave for attendance.
- If meetings occur outside the contractual workday or beyond the contractual calendar, compensation shall be provided at the applicable curriculum or hourly rate consistent with District practice.

6. Recommendations and Reporting

- The Committee may provide written non-binding recommendations to the District and the Association.
- Recommendations may include suggested procedural improvements, training opportunities, communication practices, support resources, or other safety-related initiatives.
- The District shall review and consider Committee recommendations in good faith.
- Nothing in this MOA shall obligate either party to adopt recommendations absent further agreement where required.
- The Committee may maintain meeting summaries and, upon expiration of this MOA, may provide a summary report of topics discussed, recommendations developed, and initiatives implemented during the term of the agreement.

7. Compliance with Law

All applicable federal and state laws, regulations, and Board policies shall remain in effect during the term of this MOA unless otherwise modified through lawful processes.

8. Term and Expiration

This MOA shall become effective upon signature by both parties and shall remain in effect through June 30, 2028, unless modified or terminated earlier by mutual written agreement.

Upon expiration, this MOA shall cease to have force and effect unless renewed by the parties. This Agreement shall not constitute binding precedent in any future negotiations or proceedings except for purposes of enforcing its terms during its effective period.

This MOA shall automatically expire on June 30, 2028. The parties agree that the terms of this MOA do not constitute a 'status quo' obligation under collective bargaining laws after expiration.

THIS AGREEMENT is signed and dated this 30 day of June 2026.

FOR THE BILLINGS SCHOOL DISTRICT:

Superintendent

FOR THE BILLINGS EDUCATION ASSOCIATION:

President

cc. MFPE Field Consultant Rachel Schillreff

MEMORANDUM OF UNDERSTANDING BETWEEN BOARD OF TRUSTEES, SCHOOL DISTRICT NO. 2 AND THE BILLINGS EDUCATION ASSOCIATION JULY 1, 2026- JUNE 30, 2027

The Billings Education Association (the "Association" or "BEA") and the Board of Trustees, School District No. 2 and Billings High School District, Billings, Montana, (the "Board" or "District") entered into a Master Labor Agreement with a term ending June 30, 2028 (the "CBA"). The parties acknowledge that Speech Language Pathologists ("SLP") and School Psychologists are seeing a current influx of caseload numbers and that the District is seeing a decline in qualified applicants to address those additional needs. Due to the ongoing inability of the District to find qualified applicants for the SLP and School Psychologists job openings and the number of increased caseloads, the District and the Association are entering into this MOU to memorialize the parties agreement that allows the District to offer an additional .2 FTE (.166667% increase to their current salary) for the SLP and School Psychologists who **voluntarily** undertake additional workload.

1. **Term of Agreement:** This MOA shall take effect upon the signature of both parties below, and shall remain in effect until June 30, 2027, unless revoked earlier by joint written agreement of the parties. Upon expiration of the term of the agreement, or upon joint written revocation by the parties, this MOU shall be of no further force and effect and shall be removed from the CBA in the event that it has been attached thereto.

2. **Effect on CBA and Conditions of Employment:** During the term of this MOU, this MOU supplements the CBA only as provided for herein. All provisions of the CBA not modified herein shall remain in full force and effect.

3. **Speech Language Pathologists and School Psychologists Contracted Work:** The District and the Association agree that the District will offer a .2 FTE (equating to a .166667% increase in current salary) to any specific SLP and School Psychologist whose workload **voluntarily** increases substantially. Any SLP or School Psychologist is only entitled to this increase in FTE beginning and continuing during the time in which the individual maintains a substantial increase in workload. It is agreed that the increase to FTE will only increase the pay received by those qualifying individuals and will not act to impact any other benefits or expectations of employment, **except those required by law such as TRS payments**.

4. **Definition of "Substantial Increase in Workload" as it applies to SLP and School Psychologist:** The District and the Association agree that a school psychologist being assigned to more than three buildings amounts to a Substantial increase in workload. **School Psychologist will not be assigned to over four buildings. The District and the Association agree that a 1.0 FTE SLP consists of a maximum of 55 students on their caseload. If an SLP's caseload increases to more than (sixty-seven) but not more than 72 (seventy-two) then this is a substantial increase in workload. If an SLP's caseload is greater than 55 but less than 67 then the .2 FTE shall be prorated.**

5. **State and Federal laws:** All state and federal laws, rules, and regulations shall apply to this MOU unless specifically waived by the governing authority.

6. **Expiration and Precedent:** This Agreement shall be effective from July 1, 2026 to June 30, 2027, and shall not be used as precedent or cited as past practice, binding or otherwise, by either the /district or BEA in any proceeding except to enforce the terms of this Memorandum of Agreement.

THIS AGREEMENT is signed and dated this day of September 4, 2026.

FOR THE BILLINGS SCHOOL DISTRICT:

Superintendent

FOR THE BILLINGS EDUCATION ASSOCIATION:

President

cc: MFPE Field Consultant Rachel Schillreff

MEMORANDUM OF UNDERSTANDING BETWEEN BOARD OF TRUSTEES, SCHOOL DISTRICT NO. 2 AND THE BILLINGS EDUCATION ASSOCIATION JULY 1, 2026- JUNE 30, 2027

The Billings Education Association (the "Association" or "BEA") and the Board of Trustees, School District No. 2 and Billings High School District, Billings, Montana, (the "Board" or "District") entered into a Master Labor Agreement with a term ending June 30, 2028 (the CBA). The parties acknowledge that Speech-Language Pathologists (SLP) play a vital role as part of the special services team and in the achievement of students. Due to the ongoing inability of the District to find qualified applicants for the SLP openings, the District and the Association are entering into this MOU memorialize the parties agreement that allows the District to engage a private provider to serve the District's students who require SLP services.

1. **Term of Agreement:** This MOA shall take effect upon the signature of both parties below, and shall remain in effect until June 30, 2027, unless revoked earlier by joint written agreement of the parties. Upon expiration of the term of the agreement, or upon joint written revocation by the parties, this MOU shall be of no further force and effect and shall be removed from the CBA in the event that it has been attached thereto.

2. **Effect on CBA and Conditions of Employment:** During the term of this MOU, this MOU supplements the CBA only as provided for herein. All provisions of the CBA not modified herein shall remain in full force and effect.

3. **Speech Language Pathologists Contracted Work:** The District acknowledges the CBA's Appropriate Unit provision includes "speech/language pathologists" and such employees' employment is governed by the CBA. The District prefers to employ and typically employs individual speech/language pathologists. The parties acknowledge the District has been unsuccessful in hiring speech/language pathologists. Because of the lack of applicants, the parties agree the District may temporarily outsource some of the SLP work to contracted services for both in-person services and online (telework) services.

4. **Amount of Contract Services:** The District agrees to continue to advertise for and fill SLP positions with qualified individuals in accordance with the CBA. Those individuals will have preference for SLP work. This MOU only allows the District to fill up to 5 FTE positions with contracted services. The BEA acknowledges that the hourly pay and benefits for those contract services will not align with the CBA. The District will provide quarterly updates (on December 1, March 1, May 1, June 30) on the amount of FTE positions within contracted services, the names of those individuals, the number of students they are serving, and the total cost for the contracted services to the BEA president.

5. **Opportunities for Additional Work for Current CBA Employees:** The District agrees that the ideal delivery of services for students would be through SLPs hired under the CBA. As the need arises, the District shall give current CBA SLPs the first opportunity to voluntarily take on an additional workload and shall compensate them in accordance with the CBA before that workload is offered to contracted service providers.

6. **State and Federal laws:** All state and federal laws, rules, and regulations shall apply to this MOU unless specifically waived by the governing authority.

7. **Expiration and Precedent:** This Agreement shall be effective from July 1, 2026 to June 30, 2027, and shall not be used as precedent or cited as past practice, binding or otherwise, by either the /district or BEA in any proceeding except to enforce the terms of this Memorandum of Agreement.

THIS AGREEMENT is signed and dated this day of May 25, 2026.

FOR THE BILLINGS SCHOOL DISTRICT:

Superintendent

FOR THE BILLINGS EDUCATION ASSOCIATION:

President

cc: MFPE Field Consultant Rachel Schillreff

MEMORANDUM OF AGREEMENT

PARTIES: BILLINGS EDUCATION ASSOCIATION AND BILLINGS SCHOOL DISTRICT #2

DATE: October 23, 2009

RE: Alternative National Certification – Sally Klatt

In the first year of the Alternative program, Sally Klatt scored a 32 of 40 on the proposal evaluated by a four member committee. The minimum "cut" score in the BEA agreement is a 33. After evaluating the "subjective" nature of the scoring system in the existing BEA contract, both parties agreed to amend the scoring criteria to allow for "highs and lows". (Attached)

The parties listed above entered into a MOA during the summer of 2009 for the purpose of amending the current Master Agreement language. (See attachment)

After applying the newly approved criteria to all of the proposals that failed to meet the cut score, one proposal that of Sally Klatt, scored very close to the minimum cut score of 33. (32.93)

The Superintendent determined that a score of 32.93 was sufficient to approve the proposal and grant the stipend retroactively.

Both parties to the Memorandum of Understanding understand and agree that it will not be precedent setting and will not constitute grounds for an appeal process at any time in the future.

	Jeff Greenfield 10/23/09
Malcolm Goodrich, Chairman date	Jeff Greenfield, President BEA date

MEMORANDUM OF AGREEMENT BETWEEN
BILLINGS SCHOOL DISTRICT
AND THE
MONTANA FEDERATION OF PUBLIC EMPLOYEES

Given the extraordinary circumstances and challenges presented by the COVID-19 pandemic, the District and MFPE are entering into this Memorandum of Agreement (MOA).

During the term of this MOA, this MOA modifies only those working conditions contained herein:

Face Coverings

1. All individuals on school grounds shall wear a face covering.

2. The District shall provide facial coverings to all employees, students, and visitors. Face shields shall be provided by the District to those employees involved with instruction that would necessitate being able to see the instructor's face, such as but not limited to, language instruction or involving a student with a hearing impairment.

3. Face coverings shall be widely construed to include all manner of face coverings, including but not limited to medical-type coverings, cloth coverings, bandanas, and /or devices worn in a fashion that fully cover the employee's nose and mouth.

4. Face coverings shall be worn at all times with the exception of:

    a. When an employee is delivering instruction and maintaining a distance exceeding six feet from individuals or the greatest distance possible;
    b. When the employee is alone in an office or a classroom;
    c. When necessary to remove the face covering for brief periods when speaking with a guest in the event the employee cannot be understood;
    d. When eating or drinking, while maintaining a distance of six feet between individuals.

Signed this 24 day of July, 2020.

7/24/20

SD2 Superintendent

Billings Education Association President

BILLINGS
EDUCATION
ASSOCIATION

Memorandum of Agreement

Date: May 11, 2009

Parties to the Agreement: Billings Public Schools and Billings Education Association

Reference: OPI Credit used for Step Up, Article VII, Section 5, subdivision 7

Office of Public Instruction (OPI) credits earned during a school day, except for District approved PIR days, or earned when a teacher is compensated for off duty attendance shall not be eligible for use as step up credit.

Jeff Greenfield, President BEA — 5/11/09 (date)

Malcolm Goodrich, Chairperson
Billings Public Schools — 6/15/09 (date)

BILLINGS
EDUCATION
ASSOCIATION

Memorandum of Agreement

Date: May 20, 2009

Parties to the Agreement: Billings Public Schools and Billings Education Association

Reference: Alternative National Certification Review, Appendix E

Purpose: Clarification of scoring and resubmission

1. Resubmitting applications. Any specialist resubmitting an application for Alternative National Certification Review shall submit entries for those sections for which an average score of less than 3.3 was received. Applicants may, at their discretion, submit entries for sections which earned 3.3 and above.

2. During the first week of September each year, a workshop will be offered for specialists who are seeking the Alternative National Certification stipend. The workshop will include a description of the process and an explanation of the expected data / evidence for each of the 10 criteria.

3. Materials for Alternative National Certification Review shall be submitted by the applicants by the second Monday in January each year. Materials submitted shall be reviewed by the appointed committee by the Last Friday in April each year. Notification to each applicant shall be given as quickly after review as possible.

4. Applicants are successful in their review if; 1) a majority of readers award a total score of 33 or above, or 2) the average total score is 33 or above.

5. Beginning January, 2010, final scores will be reviewed in the following manner. Scores given by each reader to an individual shall be used for each of the 10 criteria to obtain average scores. (For example, criteria one scores of 3.0, 3.5, 3.0, 4.0, 3.0, give an average of 3.3) The sum of the average criteria scores is the average total score. Individual reader scores are expected to fall within a value of 1 as compared to the average score for each criteria. One point is 25% of the total possible score. In the event scores do not fall within a value of 1 as compared to the average, the outlier score/s shall be dropped to calculate the final average. Examples as follows;
    A. Scores of 3.0, 2.0, 3.5, 4.0, 3.5, give an average score of 3.2. The score of 2.0 is an outlier and would be eliminated, giving a final average score of 3.5.
    B. Scores of 4.0, 2.0, 3.0, 2.5, 3.0, give an average score of 2.9. The score of 4.0 is an outlier and would be eliminated, giving a final average score of 2.625.
    C. Scores of 3.0, 3.0, 3.0, 4.0, 2.0, give an average score of 3.0. All of the scores are within one of the average giving no outlier and the final average score remains 3.0.

Jeff Greenfield, President BEA — 5/20/09 (date)

Malcolm Goodrich, Chairperson
Billings Public Schools — 6/15/09 (date)