



**MASTER  
LABOR AGREEMENT**

between

**Billings Public Schools**

and

**Billings Education Association**

**Term:**

July 1, 2007 through June 30, 2008

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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. 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.

### **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 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.

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<sup>1</sup> For ease in reference, significant differences between this agreement and the proceeding BEA-BPS Master Agreement appear in bold. Bold has no effect other than for reference

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 authorizes 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 current contractual 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 whom deductions are made, to the Association on a monthly basis.

### **Section 3. Duty of Fair Representation and Representation Fee:**

**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.

**Subd. 3.** The Association may require of each non-member the payment of the representation fee. The fee shall cover the services of the Association in discharging its obligation to represent members of the bargaining unit in the process of negotiating and administering the collective bargaining agreement.

- (a) The amount of such fee shall be determined by the Association.
- (b) The Association will certify the amount of the fee and a list of non-Association members to the School District. The School District shall collect the fee from the non-Association members and transmit the monies to the Association in the same manner specified above for the collection of dues. Each individual contract of employment offered by the Board will contain an authorization for payroll deduction of the representation fee by non-association members.
- (c) Any dispute concerning the amount, propriety, or the method of collection of the representation fee shall be solely between the affected bargaining unit member and the Association. The Association will provide an internal review procedure wherein non-members may challenge the determination of the fee for the Association services in representing members of the bargaining unit in the process of negotiating and administering the collective bargaining agreement. Disputes concerning the representation fee assessed to such non-members may not be processed through the grievance procedure contained in Article XI.

**Section 4. Release Time for BEA Officer:** The School District will provide up to full release time 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 proceeding 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:** The Association shall have the right to use the 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. Except for summaries of ballot issue positions, or endorsements of the MEA-MFT/BEA PAC, school mail may not be used by the Association for the purpose of supporting 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., 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 1/187 of the absent teacher's salary for each days absence.

**Section 13. MEA-MFT President's Leave:**

**Subd. 1.** Upon written notification that a member of the bargaining unit has assumed the presidency of the MEA-MFT, the School District shall grant the MEA-MFT 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 MEA-MFT presidency may continue in the teachers' retirement system and the District's group insurance plan assuming the MEA-MFT reimburses the School District for the full cost of salary, insurance and retirement contributions.

**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 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 tenure 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.

## **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, in 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 open houses that generally occur during the evening hours.

**Section 2. Additional Activities:** Activities and meetings scheduled outside the work day or which extend beyond the contracted 7½ hour workday will be compensated at the teacher's hourly 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, open houses, and IEP/504/pre-referral meetings.



### **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 may be exempted 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. Work Load:**

**Subd. 1. Definitions of Preparation Time:** Uninterrupted duty free time which occurs during the instructional day, (except primary teachers) that is used for **preparation** for **student** instruction and (student record keeping as per Board policy).

- (a) Primary teachers' preparation time will include a minimum of ½ hour of time beginning 15 minutes after the dismissal of the students at the conclusion of the day.
- (b) Definition of Instructional Day: Instructional day is defined as the time students receive direct teacher instruction except for primary teachers.

#### **Subd. 2. Elementary Teachers:**

- (a) Elementary teachers will be excused from their classroom responsibilities while K-6 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-6) will be provided no less than 300 minutes of preparation time in a normal week. The preparation period shall be scheduled within the work day (defined in Article VI, Section 5) 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 workday (defined in Article VI, Section 1) 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 6<sup>th</sup> period of structured classroom teaching shall be compensated at the rate of one sixth (1/6) of his or her regular base 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 (1/7<sup>th</sup>) of the BA base 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 (1/7<sup>th</sup>) of the teacher's regular base pay 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.

## ARTICLE VII COMPENSATION

### **Section 1. Basic Salary:**

**Subd. 1. Fiscal Year 2008 (School Year 2007-2008):** The salaries reflected in Appendix B attached hereto, and by reference made a part hereof, shall be a part of this Agreement for Fiscal Year 2008 (School Year 2007-2008). 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. **The 2007-2008 Salary Schedule will reflect a three percent (3%) increase on each cell of the 2006-2007 Salary Schedule and is compressed from 18 steps to 14 steps.**

**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.

**Section 2. Status of Salary Schedules:** The salary schedules listed in Appendix B shall not be construed to continue beyond the duration of this Agreement and a teacher shall have no right to either increment or lane advancement after the expiration of this Agreement.

**Section 3. 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 work day, 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. **Placement of new teachers hired for the 2007-2008 school year will be placed on the Appendix B Salary Schedule based on the following criteria: no experience – Step 0; 1-5 years – Step 1; 6 years – Step 2; 7 years – Step 3; 8 years – Step 4; 9 years – Step 5; and 10 years – Step 6.**

- (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 then employed by the School District.

**Section 4. College Course Work Criteria:** Lateral advancement on the salary schedule may be allowed for college courses.

**Section 5. 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 stipend of \$2,000 over their salary-scheduled wage. Teachers who have earned an MA, or an MS from an NCATE accredited institution, shall receive an additional stipend of \$1,000 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 6. 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 7. 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 8. 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 8, Subd. 3, shall be credited to the teachers, on the salary schedule, with one year salary 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 9. 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 Services.

**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. Written notice to take such educational step-up should be given to Human Resources by May 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 October 1. Verification shall be the official transcript, unless the transcript is not available from the college by October 1. In such cases, grade slips will be accepted pending furnishing of the official transcript. The official transcript must be furnished by December 31.

**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 10. 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 11. Work Year:** The salary schedule is based on 187 workdays, exclusive of vacations and holidays. Classroom teachers, required to work more than 187 days in a fiscal year shall be paid at a rate of 1/187 of their regular 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 1/187 of their basic contract salary for each day's absence.

**Subd. 1.** The School Calendar developed shall include:

- (a) A maximum of 187 Pupil Instruction (PI) and Pupil Instruction Related (PIR) days.
- (b) Two (2) PIR days during the MEA-MFT Educators' Convention.
- (c) A winter vacation and a spring vacation.

**Section 12. 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.
Nite Owl (teaching during the day)	Teacher's hourly wage computed from salary schedule.
Short Term Assignments	\$13.35 an hour
Staff Development	\$10.00 an hour

**Section 13. 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 stipend shall be .115 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 .0575 pay factor of the base salary subject to the other terms and conditions applying to department chairpersons.

#### **Section 14. 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 15. 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 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 contracted salary.

**Section 16. 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 14 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 regular contract 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 17. Service Credit:** Teachers shall accrue the amount of One Hundred Dollars (\$100) per year for the satisfactory performance of each yearly contract with the District. Said contract may be in any certified capacity for years of service prior to June 30, 1986. Teachers shall accumulate two and one half (2 ½) days of credit for each full year of experience after July 1, 1986. 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 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 who terminates his/her employment between July 1, 1999 and June 30, 2000 who has less than ten (10) years' service or more than forty years of service in the School District.) Beginning July 1, 2000 no benefits under this Section shall be paid to any teacher terminating employment with less than ten (10) years of service or more than thirty-five (35) years of service in the School District.

**Section 18. 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 before March 1 - 105% of the service credit and sick leave credit
- Notification after March 1 - 100% of the service credit and sick leave credit
- Notification after April 1 - 95% of the service credit and sick leave credit
- Notification after the last day of school - 90% of the service credit and sick leave credit

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

**Section 19. Combination Classrooms:** Elementary teachers shall not be assigned a combination classroom in any two consecutive school years.

**Section 20. 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.

## **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 illness 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 a rate of 1/187 of the teacher's annual 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 two (2) days of sick leave to another teacher who is in need. The sick leave recipient shall have exhausted all sick leave to a personal illness 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, the particular number of days allowed subject to approval by the Superintendent, dependent upon circumstances surrounding the illness. 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 at the bedside, and shall include attendance at the birth of his child. Critical family illness shall also include mental illness, alcoholism, and chemical dependency situations.

**Subd. 3.** Immediate family includes:

Spouse	Parent	Grandparent
Child	Brother	Grandchild
	Sister	

**Section 4. 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	Parent	Grandparent
Child	Brother	Grandchild
	Sister	

**Section 5. Military Leave:** Military leave shall be granted by the School District pursuant to applicable laws.

**Section 6. 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 7. 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. Provided, however, if the family leave would end during the school year, the teacher may defer his/her return 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 8. 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.

**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 9. 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 10. 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 performance and

their application for sabbatical leave that such experience would enable them to make a contribution to the improvement of the instructional program of the School District.

**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 preceding 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 annual 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 11. 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 regular 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 by the Court.

## **Section 12. 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 13. Special Education Work Time:** Special Education teachers are entitled to five days of in-building work time to be used at their discretion for record keeping and special education meetings. Teachers are relieved of their classroom duties during that time.

## **Section 14. 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 rate of 1/187 of the teacher's individual contract 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 15. 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 1/187 of his/her regular 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 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 16. 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.

## **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 District 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.

### **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 District 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 after the beginning of the school year, shall be given two (2) working days, scheduled by the School District, 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. During the summer recess, vacancies shall be posted in 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 \$50,000 Term Life Insurance Plan.
- (d) A Long Term Disability Insurance Plan with a 90 day elimination period, 60 percent coverage, \$2,500 maximum benefit and own occupation coverage.

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 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 the premium for the highest deductible health and dental plan listed above per month for each full-time employee. A full-time employee shall be an employee whose position is designated "1.00 FTE" by the District.

**Subd. 3.** The District shall contribute a proportionate share of the premium for the highest deductible health and dental plan 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 coverage:

- 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. The cost of the monthly premium for such enhanced benefits shall be borne by the employee and paid through payroll deduction, unless the cost of the monthly premium for health and dental coverage chosen by the employee, as provided for above, is less than the District's monthly contribution for health 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 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.

**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. 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, but shall pay the entire premium for such insurance commencing with the date of his/her retirement or, if such teacher has completed the school year as of the date of his/her retirement, commencing with the following September 1.

**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.

## **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 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 for 2006-2007 shall consist of 187 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. 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.

**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 15<sup>th</sup> deadline by mutual written agreement executed prior to May 15<sup>th</sup>. 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 followed within ten (10) working days by a personal conference between the teacher and administrator to discuss the observation and 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 provided in this Article, evaluation and evaluation procedures shall be a matter of School District policy and shall not be a part of this Agreement. Furthermore, 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 subject to the grievance procedure, except if such evaluation is the basis for disciplinary action as described in Article IV, Section 2. 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, 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 his 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 reviewal 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, 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) Both teachers must share a common philosophy of grading and disciplining.
- (d) The scheduling of the school day will remain consistent throughout the year.
- (e) No student teachers will be assigned to a job-sharing classroom.
- (f) Both teachers will attend staff development meetings, CST's, and parent-teacher conferences.
- (g) School functions will be prorated for each participating teacher.
- (h) Both teachers will maintain a sense of flexibility when scheduling.
- (i) 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, 2007, except as otherwise provided herein. The Agreement will remain in full force and effect until June 30, 2008. 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.


**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 School District No. 2**

**Billings Education Association**

  
By: Malcolm Goodrich, its Chairperson

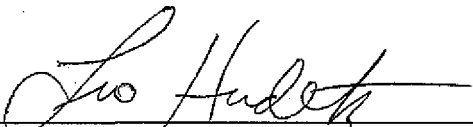
  
By: Allan Audet, its President

Date: 4/16/07

Date: 4-12-07

**Attest:**

**Attest:**

  
Leo Hudetz, District Clerk

  
Joan Sleeth, Association Secretary

Date: 4/16/07

Date: 4-11-07

**APPENDIX A**  
**PROFESSIONAL DEVELOPMENT ACADEMY ADVISORY COMMITTEE (PDAAC)**

**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.
3. Approval of PDA courses and/or individual credit appeals will be decided first by Committee consensus. Should the Committee fail to reach a consensus, a majority vote of four to two is required for approval.
4. 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.
5. The PDAAC will meet quarterly and/or as needed.
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 post notification of meetings and record all meeting minutes regarding course and/or credit approval or denial.
8. 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.
9. Evaluation forms for all PDA courses will be kept in the Adult Education Office. The PDAAC will review all course evaluations yearly. This information can be used to discontinue approval of a course.
10. Human Resource Services will maintain a database regarding individual course and credit approval.

**APPENDIX B  
SALARY SCHEDULE**

**Fiscal Year 2008 (School Year 2007-2008):** The salary matrix for the 2007-2008 fiscal year is a three percent (3%) increase on each cell and is compressed from 18 steps to 14 steps.

EXP STEP					MA	MA+15	MA+30	MA + 45
	BA	BA15	BA30	BA45	BA60	BA75	BA90	BA105
0	32,249	33,387	34,468	35,531	36,853	38,169	39,557	40,875
1	33,168	34,376	35,515	36,631	38,013	39,384	40,845	42,217
2	34,089	35,368	36,564	37,733	39,171	40,602	42,130	43,556
3	35,013	36,359	37,608	38,838	40,331	41,817	43,413	44,900
4	35,931	37,348	38,655	39,940	41,488	43,035	44,700	46,242
5	36,853	38,337	39,701	41,042	42,650	44,252	45,985	47,580
6	37,773	39,326	40,747	42,143	43,810	45,467	47,272	48,921
7	38,692	40,317	41,798	43,249	44,968	46,683	48,556	50,262
8	39,620	41,305	42,844	44,349	46,129	47,900	49,844	51,602
9	40,729	42,485	43,888	45,452	47,286	49,117	51,125	52,943
10	40,998	42,772	45,139	46,554	48,448	50,333	52,412	54,284
11	41,269	43,054	45,588	47,891	49,849	51,796	53,699	55,625
12	41,543	43,336	46,039	48,847	50,842	52,833	56,338	58,389
13	42,373	44,203	46,960	49,822	51,859	53,888	57,462	59,557
14	44,069	45,974	48,838	51,817	53,934	56,044	59,760	61,940

**Placement of new teachers hired for the 2007-2008 school year will be placed on the Salary Schedule based on the following criteria: no experience - Step 0; 1-5 years - Step 1; 6 years - Step 2; 7 years - Step 3; 8 years - Step 4; 9 years - Step 5; and 10 years - Step 6.**

\$1000 additional compensation shall be provided to employees with an earned Masters from an approved institution.

\$2000 additional compensation shall be provided to employees with an earned Doctorate from an approved institution.

\$2000 additional compensation shall be provided to teachers with an earned National Certification by the National Board of Teaching.

Credits are quarter credits (semester credits x 1.5 = quarter credits).

**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

**Copies To:**

- Superintendent
- Director Human Resources
- Principal
- BEA Representative
- Grievant

\_\_\_\_\_  
Signature of BEA Representative



**APPENDIX D - EXTRA PAY STIPENDS**

2007/08

\$32,249

	Base Pay Factor	Stipend		Base Pay Factor	Stipend
<b>ATHLETICS</b>					
<u>Basketball</u>			<u>Soccer</u>		
Varsity Head Coach	0.165	5,321	Head Coach	0.122	3,934
High School Asst. Coach	0.122	3,934	Asst. Coach	0.052	1,677
9th Grade Head Coach	0.099	3,193	Coordinator	0.066	2,128
7th or 8th Grade Coach (Competitive Program)	0.073	2,354	<u>Softball</u>		
7th or 8th Grade Coach (Instructional Program)	0.052	1,677	Varsity Head Coach	0.122	3,934
<u>Cross Country</u>			High School Asst. Coach	0.094	3,031
Varsity Head Coach	0.122	3,934	9th Grade Coach	0.080	2,580
High School Asst. Coach	0.052	1,677	8th Grade Head Coach	0.073	2,354
Middle School Coach	0.052	1,677	8th Grade Asst. Coach	0.061	1,967
<u>Football</u>			<u>Training/Equipment</u>		
Varsity Head Coach	0.165	5,321	Head Trainer	0.338	10,900
High School Asst. Coach	0.122	3,934	Assistant Trainer	0.170	5,482
9th Grade Coach	0.099	3,193	Equipment Manager	0.057	1,838
8th Grade Coach	0.079	2,548	<u>Cheerleading/Majorettes</u>		
8th Grade Asst. Coach	0.066	2,128	High School	0.171	5,515
<u>Golf</u>			Asst. High School (*)	0.052	1,677
Head Coach	0.085	2,741	Flag and Dance	0.193	6,224
<u>Swimming</u>			Dance	0.160	5,160
Head Coach	0.085	2,741	<u>Activities Coordinator</u>		
<u>Tennis</u>			Night/Weekend Duties	0.338	10,900
Head Coach	0.085	2,741	<u>Weight Coordinator</u>		
<u>Track</u>				0.146	4,708
Varsity Head Coach (Boy's or Girl's)	0.122	3,934	<u>Gym Coordinator</u>		
Varsity Head Coach (Boy's and Girl's)	0.145	4,676	High School	0.106	3,418
High School Asst. Coach	0.075	2,419	Middle School	0.047	1,516
Middle School Head Coach	0.075	2,419	Saturday/Middle School	0.022	709
Middle School Asst. Coach	0.056	1,806	<u>Intramurals</u>		
<u>Volleyball</u>			High School Director	0.066	2,128
Varsity Head Coach	0.165	5,321	Basketball	0.042	1,354
High School Asst. Coach	0.122	3,934	Volleyball	0.042	1,354
9th Grade "B" Coach	0.094	3,031	Others	0.033	1,064
7th or 8th Grade Coach (Competitive Program)	0.073	2,354	<b>FORENSICS/DRAMA/PUBLICATIONS</b>		
7th or 8th Grade Coach (Instructional Program)	0.052	1,677	<u>Forensics</u>		
<u>Wrestling</u>			Varsity Head Speech	0.118	3,805
Varsity Head Coach	0.140	4,515	High School Asst. Coach	0.094	3,031
High School Asst. Coach	0.106	3,418	High School Debate	0.103	3,322
7th or 8th Grade Coach	0.073	2,354	Middle School Debate (*)	0.038	1,225
			Mid Sch Speech/Drama (*)	0.038	1,225
			<u>Drama Plays (not to exceed 4 plays)</u>		
			Play Director (per play)	0.039	1,258
			Stage Director	0.071	2,290
			Lighting Director	0.061	1,967
			<u>Publications</u>		
			High School Annual	0.094	3,031
			High School Paper	0.071	2,290
			Literary Magazine	0.042	1,354



## Appendix E

### **Memorandum of Understanding**

A committee will be formed to create guidelines for the implementation of the Nova Net program and the possible adoption of a Running Start program. The committee will be comprised of an equal number of members from the District and the Association. Committee work will be finished before the end of the 2007-2008 school year.

### **Memorandum of Understanding**

A Labor/Management Committee shall be formed with equal membership of the BEA members and District representatives; in addition two nationally certified teachers will participate on the committee. The Committee shall operate with Co-Chairs, one from the District and one from the BEA. The charge to the Committee shall be to develop a common rubric that can be used to determine if a particular individual or group meets rigorous standards for national certification.