

**Master
Labor Agreement
between
Billings Public Schools
and
Billings Education Association
Term:
July 1, 2008 through
June 30, 2011**



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INDEX

ARTICLE I	DEFINITIONS.....	1
ARTICLE II	RECOGNITION OF REPRESENTATIVE.....	2
ARTICLE III	ASSOCIATION RIGHTS	2
ARTICLE IV	TEACHER'S RIGHTS.....	5
ARTICLE V	SCHOOL DISTRICT RIGHTS.....	6
ARTICLE VI	SCHOOL DAY.....	7
ARTICLE VII	COMPENSATION	10
ARTICLE VIII	LEAVES OF ABSENCE	18
ARTICLE IX	ASSIGNMENTS, TRANSFERS AND VACANCIES	24
ARTICLE X	GROUP INSURANCE	26
ARTICLE XI	GRIEVANCE PROCEDURE.....	28
ARTICLE XII	MISCELLANEOUS PROVISIONS.....	31
ARTICLE XIII	SCHOOL YEAR	31
ARTICLE XIV	TEACHER EVALUATION	32
ARTICLE XV	STUDENT DISCIPLINE.....	33
ARTICLE XVI	POSITION SHARING	34
ARTICLE XVII	NO STRIKE CLAUSE.....	35
ARTICLE XVIII	REDUCTION IN STAFF	35
ARTICLE XIX	DURATION OF AGREEMENT	38
APPENDICES		
A	Approval Guidelines for Professional Development..	40
B	Salary Schedule 2008-2009	41
	Salary Schedule 2009-2010	42
	Salary Schedule 2010-2011	43
C	Grievance Report Form.....	44
D	Extra Pay Stipends 2008-2009	45
	Extra Pay Stipends 2009-2010	47
	Extra Pay Stipends 2010-2011	49
E	Memorandums of Understanding.....	51

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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.

Section 8. Additional Compensation: The term "Additional Compensation" includes compensation received for advanced degrees, national certification, and/or additional FTE beyond full time requirements.

Section 9. Base Salary: The term "Base Salary" shall mean the wage on the Salary Schedule in Appendix B of this document that coincides with 0 years of experience and zero credits beyond a Bachelor's Degree.

Section 10. Salary: The term "Salary" shall mean the Salary Schedule wage based upon an individual's experience and educational credits earned and any Additional Compensation, except extra pay stipends enumerated in Appendix D and stipends for Department Chair or Area Coordinator.

Section 11. Salary Schedule: The term "Salary Schedule" refers to a matrix of wages based on years of experience and level of education found in Appendix B of this document.

Section 12. Hourly Wage Rate: The term "Hourly Wage Rate" means the employee's Salary divided by the number of days of employment divided by the contracted hours per day.

1 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.

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.

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

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

ARTICLE III ASSOCIATION RIGHTS

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

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

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

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

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

Section 3. Duty of Fair Representation 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/Email: The Association shall have the right to use the **District email**, inter-school mail facilities, and school mail boxes as arranged with the Superintendent of Schools. The School District shall not be responsible if BEA mail is inadvertently not delivered. **School mail may not be used by the Association for the purpose of supporting/opposing or informing its members about any ballot issue or candidate for public office.** All mail sent by the exclusive representative shall be clearly identified as being issued by the BEA.

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

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

Section 11. Negotiations Released Time: The School District shall provide substitutes for a maximum of six representatives of the Association for a maximum of six negotiation sessions, to commence at 1:00 p.m., 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/her annual individual contract, except for just cause. In the event of dismissal during the term of a Teacher's annual individual contract, the Teacher may elect his statutory appeal right as provided by Montana statutes, or if the Teacher so elects, may appeal through the grievance procedure. In the event however, the Teacher elects to pursue the statutory appeal process, the Teacher shall not be permitted to utilize or pursue the grievance procedure.

Section 3. Teacher Personnel File:

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

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

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

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

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

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

Section 5. Student Teachers:

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

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

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

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

Section 6. Dismissal-Tenure Teacher: No 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, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law. The Association further agrees that all management rights, functions and prerogatives not expressly delegated in this Agreement are reserved to the School District.

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

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

ARTICLE VI SCHOOL DAY

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

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

Subd. 2. Open Houses: Teachers are obligated to attend 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 **Wage Rate**.

Subd. 1. Exceptions to the above are those activities for which Teachers receive an extra pay stipend, those activities otherwise compensated for in the contract, parent conferences, 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 **are** exempt from an obligation to accept further assignments outside of the workday.

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

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

Section 5. Work Load:

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

- (a) **Instructional Day.** Instructional day is defined as the time students receive direct Teacher instruction.
- (b) **Preparation Time.** Preparation time is 300 minutes of uninterrupted, duty-free time per week. This time is to be used for preparation for student instruction and student record keeping as per Board policy.
 - (i) **K-3rd Grade Teachers:** Uninterrupted, duty-free time when Teachers are excused from their classroom responsibilities while students receive instruction from specialists and which includes a minimum of ½ hour of time beginning 15 minutes after the dismissal of the students at the conclusion of each day.
 - (ii) **4th-6th Grade Teachers:** Uninterrupted, duty free time which occurs during the instructional day when Teachers are excused from their classroom responsibilities and their students receive instruction from specialists.

Subd. 2. Elementary Teachers:

- (a) Elementary Teachers will be excused from their classroom responsibilities while K-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 **Instructional** 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/Junior High School and High School Teachers: Middle School/Junior High School and High School Teachers will be provided no less than 300 minutes of individual preparation time in a normal week. Any preparation time shall be scheduled within the **Instructional** day (defined in Article VI, Section 5) and shall be in addition to the lunch period.

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

- (1) It is intended that a Teacher's assignment would normally involve five structured classroom-teaching periods, one preparation period, and one period of assigned time. Assigned time is defined as those assignments that do not involve structured classroom teaching but may involve Teachers in curriculum development, program evaluation, student supervision, working with students on an informal, irregular basis, service as a Department Chairperson, voluntarily supervising student activity periods.
- (2) A Teacher may prefer a period of structured classroom teaching in place of the assigned period. The District will attempt to accommodate such a desire, if requested. A Teacher requesting such an assignment will confirm this request in a conference with an Assistant Superintendent, or Executive Director. A representative of the BEA will be present at this conference if the Teacher so elects. A Teacher volunteering for this additional period shall not be entitled to overload pay.
- (3) A Teacher assigned to a sixth period of structured classroom teaching in place of the assigned period, shall be compensated at the rate of one-seventh (1/7th) of the **Teacher's Salary** per year for this sixth period assignment. If the assignment is for a portion of the sixth period, the extra stipend will be prorated.
- (4) If a Teacher is assigned a seventh period structured classroom teaching in place of the preparation period, the Teacher shall be compensated an amount in addition to the stipend required by (3) above. This additional stipend shall be at the rate of one-seventh (1/7th) of the Teacher's **Salary** for this seventh period. If the assignment is for a portion of the seventh period this extra stipend shall be prorated.

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

Section 6. Additional Work Load: Employees who voluntarily assume extra workload due to unavailability of substitutes shall be compensated one half hour at the curriculum rate and thereafter for actual time measured in tenths of an hour for the additional contact time.

ARTICLE VII COMPENSATION

Section 1, Salary

Subd. 1. Fiscal Year 2009, 2010, 2011 (School Year 2008-2009, 2009-2010, 2010-2011): The **Salary Schedule** reflected in Appendix B attached hereto, and by reference made a part hereof, shall be a part of this Agreement for Fiscal Year **2009, 2010, 2011** (School Year **2008-2009, 2009-2010, 2010-2011**). 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 2008-2009 Salary Schedule will reflect a two and one tenth percent (2.1%) increase on each cell of the 2007-2008 Salary Schedule, the 2009-2010 Salary Schedule will reflect a three and seventy five hundredths percent (3.75%) increase on each cell of the 2008-2009 Salary Schedule, and the 2010-2011 Salary Schedule will reflect a three and sixty hundredths percent (3.60%) increase on each cell of the 2009-2010 Salary Schedule.**

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 Schedule(s) 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 **2008-2009, 2009-2010, 2010-2011** school years 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 who is currently 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 **Compensation** of \$2,000 over their Salary Scheduled wage. Teachers, who have earned an MA, or an MS from an NCATE accredited institution, shall receive additional **Compensation of \$1,000 in 2008-2009, \$1,250 in 2009-2010, and \$1,500 in 2010-2011** 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 **experience** credit given for each five years of work experience. The work experience shall have been directly related to the Teacher's assigned teaching area and must fall within the job description given in the Dictionary of Occupational Titles (DOT) and must be identified by a specific DOT classification number.

Section 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 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 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 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 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 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 attributed 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 | Child & Spouse | Step Child & Spouse |
| Parent | Parent In-Law | Step Parent or Parent In-Law |
| Brother & Spouse | Brother In-Law & Spouse | Step Brother or Brother In-Law & Spouse |
| Sister & Spouse | Sister In-Law & Spouse | Step Sister or Sister In-Law & Spouse |
| Grandparent | Grandparent In-Law | Step Grandparent or Grandparent In-Law |
| Aunt & Spouse | Aunt In-Law & Spouse | Step Aunt In-Law & Spouse |

Uncle & Spouse
Grandchild & Spouse
Niece & Spouse
Nephew & Spouse

Uncle In-Law & Spouse

Step Uncle In-Law & Spouse
Step Grandchild & Spouse
Step Niece & Spouse
Step Nephew & Spouse

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
Brother & Spouse
Sister & Spouse
Grandparent
Aunt & Spouse
Uncle & Spouse
Grandchild & Spouse
Niece & Spouse
Nephew & Spouse

Child & Spouse
Parent In-Law
Brother In-Law & Spouse
Sister In-Law & Spouse
Grandparent In-Law
Aunt In-Law & Spouse
Uncle In-Law & Spouse

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

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. **Such leave can only be used during the contracted school year. An employee who has not used up his/her family leave during one school year may carry it over to the beginning of the next school year.**

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

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

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

Section 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 **past** performance and **the content of** their application for sabbatical leave **their commitment to return to the District** to make a contribution to the improvement of the instructional program.

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

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

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

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

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

Subd. 7. Teachers on sabbatical leaves of absence will be paid regularly per contract with retirement deductions, and one half of their Salary. Retirement benefits are included. Upon return, the Teacher shall be placed on the appropriate step on the Salary Schedule as though such Teacher had not been on leave. A Teacher on sabbatical leave shall be eligible for School District contributions to insurance programs as provided in this Agreement as though said Teacher were teaching full time in the District.

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

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

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

Section 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 Salary, but shall remit to the School District offices any jury duty fees. The Teacher shall retain any expense of mileage allowance paid to him/her by the Court.

Section 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 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 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 shall be given two (2) **contracted work days of paid leave to relocate if the transfer occurs during the school year. Teachers who are transferred during the summer shall be paid for two (2) days at the Teacher's daily rate to relocate.** 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 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 15th deadline by mutual written agreement executed prior to May 15th. Absence of an annual formal evaluation means that the District has determined the Teacher's performance to be satisfactory for the year.

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

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

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

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

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

Section 3. Personal Conference: Each formal observation of a Teacher shall be 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 review body on individual disciplinary situations, it may appropriately discuss the general disciplinary circumstances in the School District and may from time to time make recommendations to the Superintendent regarding proposed revisions in the District's disciplinary policy. This Committee shall meet at least annually.

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

ARTICLE XVI POSITION SHARING

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

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

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

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

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

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

Section 7. Elementary Job Sharing:

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

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

- (a) All proposals will be submitted by April 1 for the next school year.
- (b) The flexibility of building assignments - there is no guarantee that job-sharing positions will be granted at either of the Teachers' home school.
- (c) 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, 2008, except as otherwise provided herein. The Agreement will remain in full force and effect until June 30, 2011. 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: Katharin Kelker, its Chairperson

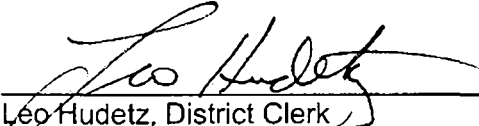

By: Jeff Greenfield, its President

Date: 6/16/08

Date: 6/17/08

Attest:

Attest:


Leo Hudetz, District Clerk


Joan Sleeth, Association Secretary

Date: 6/16/08

Date: 6/17/08

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 2009 (School Year 2008-2009): The Salary Schedule reflects a two and one tenth percent (2.1%) increase on each cell of the 2007-2008 Salary Schedule.

EXP STEP	MA							
	BA	BA15	BA30	BA45	BA60	BA75	BA90	BA105
0	32,926	34,088	35,192	36,277	37,627	38,971	40,388	41,733
1	33,865	35,098	36,261	37,400	38,811	40,211	41,703	43,104
2	34,805	36,111	37,332	38,525	39,994	41,455	43,015	44,471
3	35,748	37,123	38,398	39,654	41,178	42,695	44,325	45,843
4	36,686	38,132	39,467	40,779	42,359	43,939	45,639	47,213
5	37,627	39,142	40,535	41,904	43,546	45,181	46,951	48,579
6	38,566	40,152	41,603	43,028	44,730	46,422	48,265	49,948
7	39,505	41,164	42,676	44,157	45,912	47,663	49,576	51,318
8	40,452	42,172	43,744	45,280	47,098	48,906	50,891	52,686
9	41,584	43,377	44,810	46,406	48,279	50,148	52,199	54,055
10	41,859	43,670	46,087	47,532	49,465	51,390	53,513	55,424
11	42,136	43,958	46,545	48,897	50,896	52,884	54,827	56,793
12	42,415	44,246	47,006	49,873	51,910	53,942	57,521	59,615
13	43,263	45,131	47,946	50,868	52,948	55,020	58,669	60,808
14	44,994	46,939	49,864	52,905	55,067	57,221	61,015	63,241

Placement of new teachers hired for the 2008-2009, 2009-2010, and 2010-2011 school years 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.

\$1,000 additional compensation shall be provided to employees with an earned Masters from an approved institution.

\$2,000 additional compensation shall be provided to employees with an earned Doctorate from an approved institution.

\$2,000 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).

APPENDIX B SALARY SCHEDULE

Fiscal Year 2010 (School Year 2009-2010): The Salary Schedule reflects a three and seventy five hundredths percent (3.75%) increase on each cell of the 2008-2009 Salary Schedule.

EXP STEP	MA		MA15		MA30		MA45	
	BA	BA15	BA30	BA45	BA60	BA75	BA90	BA105
0	34,161	35,366	36,512	37,638	39,038	40,432	41,902	43,298
1	35,134	36,414	37,621	38,803	40,267	41,719	43,267	44,720
2	36,110	37,465	38,732	39,970	41,493	43,009	44,628	46,138
3	37,089	38,515	39,838	41,141	42,722	44,296	45,987	47,562
4	38,061	39,562	40,947	42,308	43,948	45,586	47,350	48,984
5	39,038	40,610	42,055	43,475	45,179	46,876	48,711	50,401
6	40,012	41,658	43,163	44,642	46,407	48,163	50,075	51,821
7	40,986	42,707	44,276	45,813	47,634	49,451	51,435	53,242
8	41,969	43,754	45,384	46,978	48,864	50,740	52,799	54,661
9	43,144	45,004	46,490	48,147	50,089	52,029	54,156	56,082
10	43,429	45,308	47,815	49,314	51,320	53,317	55,519	57,502
11	43,716	45,607	48,291	50,730	52,804	54,867	56,883	58,923
12	44,006	45,905	48,769	51,743	53,856	55,965	59,678	61,851
13	44,885	46,824	49,744	52,776	54,934	57,083	60,869	63,088
14	46,682	48,700	51,733	54,889	57,132	59,367	63,303	65,612

Placement of new teachers hired for the 2008-2009, 2009-2010, and 2010-2011 school years 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.

\$1,250 additional compensation shall be provided to employees with an earned Masters from an approved institution.

\$2,000 additional compensation shall be provided to employees with an earned Doctorate from an approved institution.

\$2,000 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).

APPENDIX B SALARY SCHEDULE

Fiscal Year 2011 (School Year 2010-2011): The Salary Schedule reflects a three and sixty hundredths percent (3.60%) increase on each cell of the 2009-2010 Salary Schedule.

EXP STEP					MA	MA15	MA30	MA45
	BA	BA15	BA30	BA45	BA60	BA75	BA90	BA105
0	35,391	36,640	37,826	38,992	40,443	41,888	43,411	44,857
1	36,399	37,725	38,975	40,200	41,716	43,221	44,824	46,330
2	37,410	38,814	40,126	41,409	42,987	44,558	46,234	47,799
3	38,424	39,901	41,272	42,622	44,260	45,891	47,642	49,274
4	39,431	40,987	42,421	43,831	45,530	47,228	49,055	50,747
5	40,443	42,072	43,569	45,040	46,805	48,563	50,465	52,215
6	41,453	43,157	44,717	46,249	48,078	49,896	51,877	53,687
7	42,461	44,245	45,870	47,462	49,349	51,231	53,286	55,159
8	43,480	45,329	47,018	48,670	50,623	52,567	54,700	56,629
9	44,697	46,624	48,164	49,880	51,893	53,902	56,106	58,101
10	44,992	46,939	49,537	51,089	53,168	55,237	57,518	59,572
11	45,290	47,248	50,029	52,557	54,705	56,842	58,930	61,044
12	45,590	47,558	50,524	53,606	55,795	57,980	61,827	64,077
13	46,501	48,509	51,535	54,676	56,911	59,138	63,060	65,359
14	48,362	50,453	53,596	56,865	59,188	61,504	65,582	67,974

Placement of new teachers hired for the 2008-2009, 2009-2010, and 2010-2011 school years 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.

\$1,500 additional compensation shall be provided to employees with an earned Masters from an approved institution.

\$2,000 additional compensation shall be provided to employees with an earned Doctorate from an approved institution.

\$2,000 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

2008/09

\$32,926

ATHLETICS			ATHLETICS		
	Base Pay	Stipend		Base Pay	Stipend
	Factor			Factor	
<u>Basketball</u>			<u>Soccer</u>		
Varsity Head Coach	0.165	5,433	Head Coach	0.122	4,017
High School Asst. Coach	0.122	4,017	Asst. Coach	0.052	1,712
9th Grade Head Coach	0.099	3,260	Coordinator	0.066	2,173
7th or 8th Grade Coach (Competitive Program)	0.073	2,404			
7th or 8th Grade Coach (Instructional Program)	0.052	1,712	<u>Softball</u>		
			Varsity Head Coach	0.122	4,017
			High School Asst. Coach	0.094	3,095
			9th Grade Coach	0.080	2,634
			8th Grade Head Coach	0.073	2,404
			8th Grade Asst. Coach	0.061	2,008
<u>Cross Country</u>			<u>Training/Equipment</u>		
Varsity Head Coach	0.122	4,017	Head Trainer	0.338	11,129
High School Asst. Coach	0.052	1,712	Assistant Trainer	0.170	5,597
Middle School Coach	0.052	1,712	Equipment Manager	0.057	1,877
<u>Football</u>			<u>Cheerleading/Majorettes</u>		
Varsity Head Coach	0.165	5,433	High School	0.171	5,630
High School Asst. Coach	0.122	4,017	Asst. High School (*)	0.052	1,712
9th Grade Coach	0.099	3,260	Flag and Dance	0.193	6,355
8th Grade Coach	0.079	2,601	Dance	0.160	5,268
8th Grade Asst. Coach	0.066	2,173			
<u>Golf</u>			<u>Activities Coordinator</u>		
Head Coach	0.085	2,799	Night/Weekend Duties	0.338	11,129
<u>Swimming</u>			<u>Weight Coordinator</u>		
Head Coach	0.085	2,799		0.146	4,807
<u>Tennis</u>			<u>Gym Coordinator</u>		
Head Coach	0.085	2,799	High School	0.106	3,490
			Middle School	0.047	1,548
			Saturday/Middle School	0.022	724
<u>Track</u>			<u>Intramurals</u>		
Varsity Head Coach (Boy's or Girl's)	0.122	4,017	High School Director	0.066	2,173
Varsity Head Coach (Boy's and Girl's)	0.145	4,774	Basketball	0.042	1,383
High School Asst. Coach	0.075	2,469	Volleyball	0.042	1,383
Middle School Head Coach	0.075	2,469	Others	0.033	1,087
Middle School Asst. Coach	0.056	1,844			
<u>Volleyball</u>			FORENSICS/DRAMA/PUBLICATIONS		
Varsity Head Coach	0.165	5,433	<u>Forensics</u>		
High School Asst. Coach	0.122	4,017	Varsity Head Speech	0.118	3,885
9th Grade "B" Coach	0.094	3,095	High School Asst. Coach	0.094	3,095
7th or 8th Grade Coach (Competitive Program)	0.073	2,404	High School Debate	0.103	3,391
7th or 8th Grade Coach (Instructional Program)	0.052	1,712	Middle School Debate (*)	0.038	1,251
			Mid Sch Speech/Drama (*)	0.038	1,251
<u>Wrestling</u>			<u>Drama Plays (not to exceed 4 plays)</u>		
Varsity Head Coach	0.140	4,610	Play Director (per play)	0.039	1,284
High School Asst. Coach	0.106	3,490	Stage Director	0.071	2,338
7th or 8th Grade Coach	0.073	2,404	Lighting Director	0.061	2,008
			<u>Publications</u>		
			High School Annual	0.094	3,095
			High School Paper	0.071	2,338
			Literary Magazine	0.042	1,383

APPENDIX D - EXTRA PAY STIPENDS

2008/09 Page 2

	Base Pay Factor	Stipend		Base Pay Factor	Stipend
TECHNICAL STIPENDS			CLUBS/ORGANIZATIONS		
<u>Daylis Stadium Manager</u>			<u>Service Clubs</u>		
Up to 30 events	0.132	4,346	Kenetic	0.029	955
<u>Cross Country Coordinator (15)</u>	0.033	1,087	Key Club	0.066	2,173
<u>MetraPark Coordinator (20)</u>	0.071	2,338	Z Club	0.066	2,173
MUSIC			AK	0.052	1,712
<u>Band</u>			HS Pep Club	0.038	1,251
High School Director	0.141	4,643	MS Pep Club (*)	0.024	790
High School Assistant Director	0.108	3,556	Jaybees	0.029	955
Middle School Director	0.071	2,338	BAC	0.056	1,844
<u>Chorus</u>			BPA	0.066	2,173
High School Director	0.141	4,643	DECA	0.066	2,173
Middle School Director	0.071	2,338	FFA	0.066	2,173
<u>Orchestra</u>			VICA	0.066	2,173
High School Director	0.132	4,346	FHA	0.056	1,844
Middle School Director	0.071	2,338	<u>Student Council</u>		
Mid Sch Chamber Orch (*)	0.043	1,416	Middle School	0.052	1,712
<u>Elementary Honors</u>			Student Store	0.024	790
Band	0.043	1,416	<u>Middle School Activities</u>		
Orchestra	0.043	1,416	School Play	0.024	790
Choir	0.043	1,416	Yearbook	0.024	790
Choir Asst./Accompanist	0.038	1,251	Newspaper	0.024	790
<u>Music Coordinators (*)</u>			Math Club	0.024	790
State Festival Chairperson	0.029	955	Technology Ed. Club	0.024	790
District Fest Chairperson	0.029	955	Beta Club	0.024	790
Vocal Chorus (7-12)	0.043	1,416	Late Night	0.043	1,416
Orchestra	0.043	1,416	Knowledge Master	0.014	461
Band	0.043	1,416	Odyssey of the Mind	0.014	461
Elem. General Music	0.115	3,786	Geography Bee	0.014	461
DRUG FREE SCHOOLS (**)			Service Club	0.014	461
<u>High School</u>			Chess Club	0.014	461
Safe & Drug Free Schools		750	Modeling Club	0.014	461
Coordinator			Middle School Spelling	0.014	461
Career Center		300	Teen Angels	0.014	461
<u>Middle School</u>			<u>High School Activities (***)</u>		
Safe & Drug Free Schools		600	Art Club		800
Coordinator			Academic Team		800
			Chess Club		400
			Technology Club		1,000
			Inter-Cultural Exchange Club		800
			Photo Club		800
			Multi-Cultural Club		800
			Science Club		600
			Trading Cards		400
			SADD		400
			National Honor Society		600

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

APPENDIX D - EXTRA PAY STIPENDS

2009-10

\$34,161

	Base Pay			Base Pay	
	Factor	Stipend		Factor	Stipend
ATHLETICS					
<u>Basketball</u>			<u>Soccer</u>		
Varsity Head Coach	0.165	5,637	Head Coach	0.122	4,168
High School Asst. Coach	0.122	4,168	Asst. Coach	0.052	1,776
9th Grade Head Coach	0.099	3,382	Coordinator	0.066	2,255
7th or 8th Grade Coach (Competitive Program)	0.073	2,494			
7th or 8th Grade Coach (Instructional Program)	0.052	1,776	<u>Softball</u>		
			Varsity Head Coach	0.122	4,168
			High School Asst. Coach	0.094	3,211
			9th Grade Coach	0.080	2,733
			8th Grade Head Coach	0.073	2,494
			8th Grade Asst. Coach	0.061	2,084
<u>Cross Country</u>			<u>Training/Equipment</u>		
Varsity Head Coach	0.122	4,168	Head Trainer	0.338	11,546
High School Asst. Coach	0.052	1,776	Assistant Trainer	0.170	5,807
Middle School Coach	0.052	1,776	Equipment Manager	0.057	1,947
<u>Football</u>			<u>Cheerleading/Majorettes</u>		
Varsity Head Coach	0.165	5,637	High School	0.171	5,842
High School Asst. Coach	0.122	4,168	Asst. High School (*)	0.052	1,776
9th Grade Coach	0.099	3,382	Flag and Dance	0.193	6,593
8th Grade Coach	0.079	2,699	Dance	0.160	5,466
8th Grade Asst. Coach	0.066	2,255			
<u>Golf</u>			<u>Activities Coordinator</u>		
Head Coach	0.085	2,904	Night/Weekend Duties	0.338	11,546
<u>Swimming</u>			<u>Weight Coordinator</u>		
Head Coach	0.085	2,904		0.146	4,988
<u>Tennis</u>			<u>Gym Coordinator</u>		
Head Coach	0.085	2,904	High School	0.106	3,621
<u>Track</u>			<u>Intramurals</u>		
Varsity Head Coach (Boy's or Girl's)	0.122	4,168	Middle School	0.047	1,606
Varsity Head Coach (Boy's and Girl's)	0.145	4,953	Saturday/Middle School	0.022	752
High School Asst. Coach	0.075	2,562			
Middle School Head Coach	0.075	2,562	High School Director	0.066	2,255
Middle School Asst. Coach	0.056	1,913	Basketball	0.042	1,435
			Volleyball	0.042	1,435
			Others	0.033	1,127
<u>Volleyball</u>			FORENSICS/DRAMA/PUBLICATIONS		
Varsity Head Coach	0.165	5,637	<u>Forensics</u>		
High School Asst. Coach	0.122	4,168	Varsity Head Speech	0.118	4,031
9th Grade "B" Coach	0.094	3,211	High School Asst. Coach	0.094	3,211
7th or 8th Grade Coach (Competitive Program)	0.073	2,494	High School Debate	0.103	3,519
7th or 8th Grade Coach (Instructional Program)	0.052	1,776	Middle School Debate (*)	0.038	1,298
			Mid Sch Speech/Drama (*)	0.038	1,298
<u>Wrestling</u>			<u>Drama Plays (not to exceed 4 plays)</u>		
Varsity Head Coach	0.140	4,783	Play Director (per play)	0.039	1,332
High School Asst. Coach	0.106	3,621	Stage Director	0.071	2,425
7th or 8th Grade Coach	0.073	2,494	Lighting Director	0.061	2,084
			<u>Publications</u>		
			High School Annual	0.094	3,211
			High School Paper	0.071	2,425
			Literary Magazine	0.042	1,435

APPENDIX D - EXTRA PAY STIPENDS

2009/10 Page 2

	Base Pay Factor	Stipend		Base Pay Factor	Stipend
TECHNICAL STIPENDS			CLUBS/ORGANIZATIONS		
<u>Daylis Stadium Manager</u>			<u>Service Clubs</u>		
Up to 30 events	0.132	4,509	Kenetic	0.029	991
<u>Cross Country Coordinator (15)</u>	0.033	1,127	Key Club	0.066	2,255
<u>MetraPark Coordinator (20)</u>	0.071	2,425	Z Club	0.066	2,255
			AK	0.052	1,776
MUSIC			HS Pep Club	0.038	1,298
<u>Band</u>			MS Pep Club (*)	0.024	820
High School Director	0.141	4,817	Jaybees	0.029	991
High School Assistant Director	0.108	3,689	BAC	0.056	1,913
Middle School Director	0.071	2,425	BPA	0.066	2,255
			DECA	0.066	2,255
<u>Chorus</u>			FFA	0.066	2,255
High School Director	0.141	4,817	VICA	0.066	2,255
Middle School Director	0.071	2,425	FHA	0.056	1,913
<u>Orchestra</u>			<u>Student Council</u>		
High School Director	0.132	4,509	Middle School	0.052	1,776
Middle School Director	0.071	2,425	Student Store	0.024	820
Mid Sch Chamber Orch (*)	0.043	1,469			
			<u>Middle School Activities</u>		
<u>Elementary Honors</u>			School Play	0.024	820
Band	0.043	1,469	Yearbook	0.024	820
Orchestra	0.043	1,469	Newspaper	0.024	820
Choir	0.043	1,469	Math Club	0.024	820
Choir Asst./Accompanist	0.038	1,298	Technology Ed. Club	0.024	820
			Beta Club	0.024	820
<u>Music Coordinators (*)</u>			Late Night	0.043	1,469
State Festival Chairperson	0.029	991	Knowledge Master	0.014	478
District Fest Chairperson	0.029	991	Odyssey of the Mind	0.014	478
Vocal Chorus (7-12)	0.043	1,469	Geography Bee	0.014	478
Orchestra	0.043	1,469	Service Club	0.014	478
Band	0.043	1,469	Chess Club	0.014	478
Elem. General Music	0.115	3,929	Modeling Club	0.014	478
			Middle School Spelling	0.014	478
			Teen Angels	0.014	478
DRUG FREE SCHOOLS (**)					
<u>High School</u>			<u>High School Activities (***)</u>		
Safe & Drug Free Schools Coordinator		750	Art Club		800
Career Center		300	Academic Team		800
			Chess Club		400
<u>Middle School</u>			Technology Club		1,000
Safe & Drug Free Schools Coordinator		600	Inter-Cultural Exchange Club		800
			Photo Club		800
			Multi-Cultural Club		800
			Science Club		600
			Trading Cards		400
			SADD		400
			National Honor Society		600

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

APPENDIX D - EXTRA PAY STIPENDS

2010-11

\$35,391

	Base Pay			Base Pay	
	Factor	Stipend		Factor	Stipend
ATHLETICS					
<u>Basketball</u>			<u>Soccer</u>		
Varsity Head Coach	0.165	5,840	Head Coach	0.122	4,318
High School Asst. Coach	0.122	4,318	Asst. Coach	0.052	1,840
9th Grade Head Coach	0.099	3,504	Coordinator	0.066	2,336
7th or 8th Grade Coach (Competitive Program)	0.073	2,584			
7th or 8th Grade Coach (Instructional Program)	0.052	1,840	<u>Softball</u>		
			Varsity Head Coach	0.122	4,318
			High School Asst. Coach	0.094	3,327
			9th Grade Coach	0.080	2,831
			8th Grade Head Coach	0.073	2,584
			8th Grade Asst. Coach	0.061	2,159
<u>Cross Country</u>			<u>Training/Equipment</u>		
Varsity Head Coach	0.122	4,318	Head Trainer	0.338	11,962
High School Asst. Coach	0.052	1,840	Assistant Trainer	0.170	6,016
Middle School Coach	0.052	1,840	Equipment Manager	0.057	2,017
<u>Football</u>			<u>Cheerleading/Majorettes</u>		
Varsity Head Coach	0.165	5,840	High School	0.171	6,052
High School Asst. Coach	0.122	4,318	Asst. High School (*)	0.052	1,840
9th Grade Coach	0.099	3,504	Flag and Dance	0.193	6,830
8th Grade Coach	0.079	2,796	Dance	0.160	5,663
8th Grade Asst. Coach	0.066	2,336			
			<u>Activities Coordinator</u>		
			Night/Weekend Duties	0.338	11,962
<u>Golf</u>			<u>Weight Coordinator</u>		
Head Coach	0.085	3,008		0.146	5,167
<u>Swimming</u>			<u>Gym Coordinator</u>		
Head Coach	0.085	3,008	High School	0.106	3,751
			Middle School	0.047	1,663
			Saturday/Middle School	0.022	779
<u>Tennis</u>			<u>Intramurals</u>		
Head Coach	0.085	3,008	High School Director	0.066	2,336
			Basketball	0.042	1,486
			Volleyball	0.042	1,486
			Others	0.033	1,168
<u>Track</u>			FORENSICS/DRAMA/PUBLICATIONS		
Varsity Head Coach (Boy's or Girl's)	0.122	4,318	<u>Forensics</u>		
Varsity Head Coach (Boy's and Girl's)	0.145	5,132	Varsity Head Speech	0.118	4,176
High School Asst. Coach	0.075	2,654	High School Asst. Coach	0.094	3,327
Middle School Head Coach	0.075	2,654	High School Debate	0.103	3,645
Middle School Asst. Coach	0.056	1,982	Middle School Debate (*)	0.038	1,345
			Mid Sch Speech/Drama (*)	0.038	1,345
<u>Volleyball</u>			<u>Drama Plays (not to exceed 4 plays)</u>		
Varsity Head Coach	0.165	5,840	Play Director (per play)	0.039	1,380
High School Asst. Coach	0.122	4,318	Stage Director	0.071	2,513
9th Grade "B" Coach	0.094	3,327	Lighting Director	0.061	2,159
7th or 8th Grade Coach (Competitive Program)	0.073	2,584			
7th or 8th Grade Coach (Instructional Program)	0.052	1,840	<u>Publications</u>		
			High School Annual	0.094	3,327
			High School Paper	0.071	2,513
			Literary Magazine	0.042	1,486
<u>Wrestling</u>					
Varsity Head Coach	0.140	4,955			
High School Asst. Coach	0.106	3,751			
7th or 8th Grade Coach	0.073	2,584			

APPENDIX D - EXTRA PAY STIPENDS

2010/11 Page 2

	Base Pay Factor	Stipend		Base Pay Factor	Stipend
TECHNICAL STIPENDS			CLUBS/ORGANIZATIONS		
<u>Daylis Stadium Manager</u>			<u>Service Clubs</u>		
Up to 30 events	0.132	4,672	Kenetic	0.029	1,026
<u>Cross Country Coordinator (15)</u>	0.033	1,168	Key Club	0.066	2,336
<u>MetraPark Coordinator (20)</u>	0.071	2,513	Z Club	0.066	2,336
			AK	0.052	1,840
MUSIC			HS Pep Club	0.038	1,345
<u>Band</u>			MS Pep Club (*)	0.024	849
High School Director	0.141	4,990	Jaybees	0.029	1,026
High School Assistant Director	0.108	3,822	BAC	0.056	1,982
Middle School Director	0.071	2,513	BPA	0.066	2,336
			DECA	0.066	2,336
<u>Chorus</u>			FFA	0.066	2,336
High School Director	0.141	4,990	VICA	0.066	2,336
Middle School Director	0.071	2,513	FHA	0.056	1,982
<u>Orchestra</u>			<u>Student Council</u>		
High School Director	0.132	4,672	Middle School	0.052	1,840
Middle School Director	0.071	2,513	Student Store	0.024	849
Mid Sch Chamber Orch (*)	0.043	1,522			
			<u>Middle School Activities</u>		
<u>Elementary Honors</u>			School Play	0.024	849
Band	0.043	1,522	Yearbook	0.024	849
Orchestra	0.043	1,522	Newspaper	0.024	849
Choir	0.043	1,522	Math Club	0.024	849
Choir Asst./Accompanist	0.038	1,345	Technology Ed. Club	0.024	849
			Beta Club	0.024	849
<u>Music Coordinators (*)</u>			Late Night	0.043	1,522
State Festival Chairperson	0.029	1,026	Knowledge Master	0.014	495
District Fest Chairperson	0.029	1,026	Odyssey of the Mind	0.014	495
Vocal Chorus (7-12)	0.043	1,522	Geography Bee	0.014	495
Orchestra	0.043	1,522	Service Club	0.014	495
Band	0.043	1,522	Chess Club	0.014	495
Elem. General Music	0.115	4,070	Modeling Club	0.014	495
			Middle School Spelling	0.014	495
DRUG FREE SCHOOLS (**)			Teen Angels	0.014	495
<u>High School</u>					
Safe & Drug Free Schools Coordinator		750	<u>High School Activities (***)</u>		
Career Center		300	Art Club		800
			Academic Team		800
<u>Middle School</u>			Chess Club		400
Safe & Drug Free Schools Coordinator		600	Technology Club		1,000
			Inter-Cultural Exchange Club		800
			Photo Club		800
			Multi-Cultural Club		800
			Science Club		600
			Trading Cards		400
			SADD		400
			National Honor Society		600

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

Memorandum of Understanding – Nova Net

Nova Net will be supervised by licensed Teachers, although such Teachers need not be certified in the subject area taught. Such classes shall be part of a Teachers' normal workload and student numbers shall not exceed normal classroom loads. This Memorandum of Understanding will be effective through June 30, 2009, unless otherwise extended or modified by mutual agreement.

Memorandum of Understanding – National Certification Review

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

Rubric for Alternate National Certification Review

This rubric will be used to determine if a Billings Public School staff member who has earned National Certification in his/her professional field meets rigorous standards equivalent to those required by the National Board for Professional Teaching Standards.

This alternate route to achieve a stipend for National Certification will not be available for classroom Teachers or school counselors since they can achieve national certification through the National Board for Professional Teaching Standards.

Specialists and other district staff, who have achieved a National Certification in their respective fields, are eligible to apply for a yearly stipend of \$2,000 by submitting a portfolio of evidence based on ten criteria. Each applicant must provide clear evidence of meeting or exceeding these criteria. Evidence will be scored based on the following scoring protocol:

- 0) No evidence of fulfilling this criteria
- 1) Some or little evidence of fulfilling this criterion
- 2) Slightly below adequate evidence of fulfilling this criteria
- 3) Slightly above adequate evidence of fulfilling this criteria
- 4) Definite evidence of fulfilling this criterion

Criteria:

1. Advanced Level Practice -The stipend paid to National Board Certified Teachers is meant to reward those who have gone well beyond entry level performance and have achieved advanced level practice in their work. Normal classes or continuing education credits to maintain entry level certification may be part of this, but in themselves are not enough to demonstrate advanced level practice. For example, earning a master's degree will not get a Teacher National Board Certification although the Teacher may use the work on the Master's Degree as part of Entry 4 for National Board Certification. *Evidence for this criterion must show significant and continuing professional growth after joining the profession.*

2. Rigor and Challenge -National Board Certification is not automatic for candidates. In fact, only 45% pass in the first year and most candidates need a second or third year of work to complete the process. *Evidence for this criterion must demonstrate that National Certification was not achieved by merely paying a fee and completing an application.*

3. Personal Investment -National Board candidates spend on average of 200-400 hours working on the portfolio entries over a six to nine month period and pay a fee of \$2,565. *Evidence for this criterion must demonstrate a similar investment of time and money.*

4. Knowledge of Students -National Board Certified staff must provide in writing and through video tapes an in-depth look at their work situation demonstrating how their understanding of students contributes to their ability to perform the duties of their job at an advanced level which allows each student to develop to his/her best ability. *Evidence for this criterion must provide clear evidence of an in depth knowledge of the diversity of needs among students.*

5. Knowledge of Job-related Information -National Board Certified staff must show, through written commentaries and six half-hour essay questions based on the applicant's chosen National Board Certification area, that they have advanced knowledge of their subject area. *Evidence for this criterion must provide clear understanding of how the applicant has gained advanced-level knowledge to perform the requirements of the job.*

6. Fairness -National Board Certified staff have shown through portfolio submissions and video taping that they deal fairly, consistently, and equitably with all students. *Evidence for this criterion must provide information detailing how the candidate accomplishes providing a fair, consistent & equitable environment for all students.*

7. Community and Family Involvement -National Board Certified staff have shown that they are committed to their community and the families of their students by documenting in a portfolio entry what they have done outside of their expected duties as a school staff member to help

make their community a better place to live. They must also show they have helped the families of their students better understand and be a vital part of their child's education. *Evidence for this criteria must demonstrate how the applicant involves community members and organizations in their professional practice and how families are included in the process.*

8. Contribution to the Profession -National Board Certified staff have shown how they have assisted others in the profession through writing in journals, speaking at conferences, providing in-service training, or other professional activities that promote the profession of education. *Evidence for this criterion must explain what contributions the applicant has made to better the profession as a whole.*

9. Peer Review -Every National Board entry is scored by two trained Teachers who have knowledge of the standards. With ten entries in the certification process, twenty scorers review every National Board candidate's portfolio package. *Evidence for this criterion must show that an application for National Certification met a similar level of examination.*

10. Analysis and Reflection -National Board candidates write on average 50 pages of analysis and reflection related to explaining and improving their job performance. *Evidence for this criterion must demonstrate a similar level of self-examination.*

Evaluation Cut Score

To achieve National Certification status, a candidate must achieve an evaluation score on the ten criteria of at least 33 out of 40 points.

Labor/Management Certification Evaluation Committee

When an individual presents evidence of national certification, other than NBPTS National Certification, this evidence will be evaluated by a five person committee consisting of two members of the BEA (one an NBPTS certified Teacher and another member who is not a Teacher or school counselor) and two members of the Administration (one from central office, one building Administrator) and the Superintendent. Evidence may include such items as research papers; video-tapes; CDs or DVDs of professional performance; independent job evaluations; commendations, awards or honors; self-reflections; and other similar materials. The committee will apply the rubric in this Memorandum of Agreement and recommend successful candidates for the National Certification Stipend. Unsuccessful candidates will receive a summary of their review so they know why their submission did not meet the criteria. Unsuccessful candidates may re-submit their materials to be reviewed again for possible certification in the future.