

# **COLLECTIVE BARGAINING AGREEMENT**

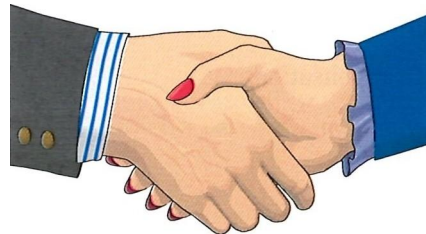
between

**BOZEMAN SCHOOL DISTRICT No. 7**

and

**BOZEMAN EDUCATION ASSOCIATION**

**2021-2025**



"Bozeman Public Schools exist to provide an outstanding education that inspires and ensures high achievement so every student can succeed and make a difference in a rapidly changing world community. "

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## AGREEMENT

This Agreement is entered into this 1st day of July 2021, by and between the Board of Trustees, School District #7, Bozeman, Montana, hereinafter called the "Board," and the Bozeman Education Association, hereinafter called the "Association." The Association and Board agree to extend this agreement until June 30, 2025. The parties further agree to meet during the term of this extension for the purpose of discussing and negotiating articles 15,16,17 and 18 regarding compensation and fringe benefits. The parties further agree that during this extension they may meet on other topics that affect working conditions and District initiatives. Any agreements arising out of continued negotiations will be memorialized in a separate MOU addendum to this agreement.

### ARTICLE 1-DEFINITIONS

- 1.1 Recognition: The Board recognizes the Association as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all members of the appropriate unit. The Board agrees not to bargain with or to recognize for bargaining purposes any other organization purporting to represent the members of the appropriate unit for the duration of this Agreement.
- 1.2 Appropriate Unit Definition: The Appropriate Unit shall consist of all employees who are certified in Class 1, 2, 4, 5, 6, 7 or 8 as provided in Section 20-4-106, M.C.A., and the Administrative Rules of Montana. In addition, school nurses and speech language pathologists are included. The Appropriate Unit shall exclude all supervisory employees, e.g., the superintendent, deputy superintendents, principals, and assistant principals, as well as temporary employees whose duties do not extend beyond ninety days in a calendar year, and all other employees.
- 1.3 Teacher Definition: Unless otherwise indicated the terms "teacher" or "teachers," when used in this Agreement, refer to one or more members of the Appropriate Unit as defined above.
- 1.4 District Definition: The term "District" shall refer to what is commonly known as the Bozeman Public Schools, being Bozeman School District Number 7 and Bozeman High School District Number 7.
- 1.5 Agreement: The Negotiated Agreement entered into and formally ratified by the Association and the Board.
- 1.6 Working Days: Working Days are days that the District Office is open.

### ARTICLE 2 - BOARD'S RIGHTS

The Board has and shall retain all powers, rights, authority, duties and responsibilities conferred upon and vested in it by 39-31-303 MCA to establish policy and to operate the District. The rights of the Board are limited only by the express terms of this Agreement and by applicable State or Federal law.

### ARTICLE 3 - ASSOCIATION RIGHTS

- 3.1 Right to Organize: The Board agrees that individual teachers shall have full freedom of association, self-organization, and the designation of representatives of their own choosing, to negotiate the terms and conditions of their employment, and that they shall be free from interference, restraint or coercion by the Board, or its agents, in the designation of such representative or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- 3.2 Pertinent Information: The Board agrees to furnish to the Association upon request all public documents and records. The Board retains the discretion to make reasonable charges for reproduction costs related to furnishing information.
- 3.3 Association Business: The Association and its pre-designated representatives will be permitted to transact Association business on school property provided that this does not conflict with any teacher's assigned duties.
- 3.4 Association Use of Buildings: The Association and its representatives shall have the right to use school buildings for meetings, as long as their use does not conflict with other, previously planned uses thereof.
- 3.5 Association Use of School Equipment: The Association shall have the right to use computers, typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The use of equipment shall be in accordance with procedures as determined by the District.
- 3.6 Association Use of inter-School Communication Facilities: The Association shall have the right to post notices of Association activities and schedules on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District inter-school mail delivery service, e-mail, duplication services, telephones and employees' mailboxes for Association business.
- 3.7 Association Involvement at Faculty Meetings: The Association shall be given time on the agenda of the orientation program for new teachers to explain Association activities and shall have an opportunity at the conclusion of faculty meetings to present reports and announcements.
- 3.8 Association Involvement at School Board Meetings: With the exception of emergencies, the Board shall provide at least two days prior notice to the Association of all regular and special meetings, including information as to the date, time, and place of the meetings, and the items to be considered at the open meeting. The Board reserves the right to add items to the agenda at the time of the meeting. A Board meeting may be closed in accordance with 2-3-203(2) M.C.A.
- 3.9 Association Convention: The Board will allow two days in each school year for attendance at teachers' annual convention, in accordance with 20-4-304 M.C.A.

- 3.10 Delegate Assembly: Teachers elected as delegates to the MFPE Delegate Assembly shall be permitted one day of absence from duty without loss of pay or other benefits for the purpose of attending the annual meeting of the Assembly; the cost of the substitute will be paid by the Association. The names of all the official delegates and alternates shall be submitted to the Superintendent or his/her designee by the Association at least two weeks in advance of the requested date of absence.
- 3.11 Association Leave: Thirteen days of leave shall be allotted annually to the Association in order to conduct professionally related business of the Association. The cost of the substitute will be paid by the Association.
- 3.12 Conditions of Use: The Association's use of e-mail shall not be considered private. While the network is not normally monitored, messages may at times be diverted by accident or purposely to a destination other than the one intended. Therefore, privacy in these communications cannot be assured. The District also reserves the right to access stored records to investigate and to monitor compliance. Employees are expected to communicate consistent with state and federal laws governing such behavior. Electronic mail and telecommunications should not be utilized to share confidential information about students or school employees. Computers shall have filtering in place while connected to the district computer network. The following behaviors are not permitted on district networks:
1. Sending or displaying offensive messages or pictures.
  2. Assisting a campaign for election of any person to any office or the promotion or opposition to any ballot proposition or any personal political agenda.
  3. Using obscene language.
  4. Harassing, insulting, or attacking others.
  5. Engaging in practices that threaten the network (e.g., loading files that may introduce a virus).
  6. Violating copyright laws.
  7. Using others' passwords.
  8. Trespassing in unauthorized folders, documents, or files.
  9. Intentionally wasting limited resources.
  10. Employing the network for commercial purposes.
  11. Promoting, supporting, or celebrating religion or religious institutions.

12. Sending any messages (chain letters, broadcast messages, pyramids, etc.) that will cause network congestion or interfere with the work of others.

3.13 A. Grant: The president of the Association shall be granted leave for his or her tenure in office, provided a qualified teacher replacement is available. The length of such leave may be full-time or part-time depending on how the District calculates FTE in teaching positions. The Association must notify the District, not later than April 15 of the year prior to the leave, of the length of the leave and the name of the President. The President shall retain all benefits of full-time employment while on leave. Upon return from the leave, the President shall be assigned to the same position held immediately before leave or to a comparable position for which he or she is endorsed. This section shall not be construed or applied so as to vest a non-tenured Association President with seniority rights superior to those of a tenured employee, nor to negate Article 10 regarding Layoffs and Recalls.

B. Compensation:

1. Salary Schedule: The Association President will continue to be compensated by the District in accordance with the cell on the salary schedule on which he or she would be placed if he or she had been employed under a regular teaching contract.
2. District Responsibility: The District will be responsible for:
  - a. Any portion of the Association President's compensation for time he or she performs duties under a regular teaching contract.
  - b. 50% of the Association President's compensation for time he or she spends on Association President duties in recognition of the performance of mutually advantageous duties. This percentage will not be subject to renegotiation until January 1, 2008.
3. Association Responsibility: The Association will each month reimburse the District for that portion of the Association President's compensation and benefits which are not specified as being the responsibility of the District.

#### **ARTICLE 4 - PROFESSIONAL DUES AND FEES: PAYROLL DEDUCTIONS**

4.1 Association Dues and Fees:

A. Members: The District will deduct in ten or twelve equal installments from the salaries of each employee, as designated and when authorized by the individual employee, the annual membership fees for the United Teaching Profession (BEA, MFPE, NEA/AFT). When authorization is received after the first pay period, deductions will be prorated so that the full amount authorized is deducted in equal payments by the end of the school year.

- B. The following language shall be included in the individual teaching contract beginning with the 2019-2020 school year. I understand that I may voluntarily join the United Teaching Profession (Bozeman Education Association, MFPE, NEA/AFT) and receive the benefits of membership by complying with the Association's requirements. I further understand that I shall direct all questions regarding membership to the Association President.
- C. Information: When the District conducts an opening assembly and/or a new teacher orientation, the Association may have a table in order to, in a reasonable manner, present information regarding Association activities. The District will present to all new hires, appropriate membership documents supplied by the Association.

4.2 Notification and Transmittal of Monies:

- A. Employee List: By September 1st of each year and thereafter whenever changed, the District will provide the Association a list showing the employee's name and salary schedule placement.
- B. Certification: By September 10<sup>th</sup> of each year and thereafter whenever changed, the Association will in writing certify to the District the current amount of the annual membership dues and the amount to be deducted from the employee's monthly check.
- C. Transmittal: Membership dues, together with an appropriate accounting, will be transmitted to the Bozeman Education Association or its designated agent on a monthly basis, but no later than ten days following the actual deduction.

4.3 Other Payroll Deductions:

- A. Authorization: The Board shall make payroll deductions upon written authorization for any teacher for annuities and financial institutions that are approved by the Board.
- B. Insurance: Insurance premiums not contributed by the District shall be paid by the teacher if elected through regular monthly deductions.

4.4 Indemnification: The District's sole responsibility under the above sections shall be to deduct and transmit the proper funds, and the Association shall indemnify and defend the District and District employees from any suit involving alleged misuse of such funds.

## ARTICLE 5 - TEACHER RIGHTS

- 5.1 Constitutional and Statutory Rights: The Board recognizes the teachers' constitutional and statutory rights to the extent the execution of such rights does not negatively impact the employee's ability to carry out his or her assignment, and does not substantially disrupt or impede the mission of the District.

- 5.2 Association Activities: The Board will not discriminate against any teacher with respect to wages, hours, fringe benefits, or other conditions of employment because of his/her membership in the Association or participation in any of its activities, including negotiations with the Board; nor shall the Board discriminate against any teacher because of his/her involvement in the processing of a grievance under Article 6, either as a grievant or as a witness.
- 5.3 Personal Life: The personal life of any teacher is not an appropriate concern of the Board unless his/her professional performance is adversely affected.
- 5.4 Appearances Before Employer: When a teacher is the subject of an investigative meeting or during the imposition of discipline, the administration will give prior notice of the right to be represented. A teacher who is to be the subject of a Board planned discussion shall be notified in advance.
- 5.5 Discipline, Dismissal and Termination:
- A. Discipline: The District will use progressive discipline which normally includes a verbal warning, a written warning, and a suspension. However, levels of discipline may be bypassed depending upon the frequency and/or seriousness of the offense. A teacher will not be disciplined without just cause.
  - B. Dismissal (firing during the term of a contract): A teacher will not be dismissed without just cause.
  - C. Termination (non-renewed): A tenured teacher will not be terminated without just cause. The termination of a non-tenured teacher shall be governed solely by the provisions of 20-4-206, MCA.
  - D. Pursuant to MCA 20-4-101 and MCA 20-4-202, only a person who holds a valid Montana teacher or specialist license may be employed by a District as a teacher. Teachers must renew their license every five years prior to the first day of school after the date of expiration. A contracted teacher who fails to renew an expired license within 60 calendar days after the first day of school will not receive a paycheck beyond that time until the license is obtained. Should such a teacher become licensed after the 60-day grace period, the teacher will receive a retroactive paycheck as per predetermined payroll deadlines. If the teacher does not provide evidence of license renewal by November 1, the District may take action to dismiss the teacher for breach of contract.



## ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Introduction: Nothing in this Agreement shall be construed as limiting the right of any employee to discuss a matter informally with his or her immediate supervisor to attempt a resolution. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievance which may arise.

6.2 Requirements:

A. Grievance: When there is a dispute or disagreement between the teacher(s) and the District as to the interpretation or application of a specific term(s) and conditions of this Agreement, the Association and/or an employee may file a grievance under the following terms.

B. Written Form: A grievance must be submitted and appealed in writing using the grievance form provided in Appendix C.

C. Time Limits: The deadlines specified in this Article are critical and must be adhered to unless extended by written agreement. All references to days mean those when the Central Office is open, which is every day except weekends, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and emergency closures. Should the District not abide by the time limits, the grievant/association may advance the grievance to the next step. Should the grievant not abide by the time limits, the grievance shall be deemed moot.

6.3 Right to Representation: A representative of the Association may be present at any step of the grievance procedure. A grievance meeting or hearing scheduled during the grievants' working hours shall not result in a reduction in pay.

6.4 Procedure:

Level 1: Within 15 days of the event giving rise to the grievance, the written grievance signed by the grievant must be presented to his or her immediate supervisor. The immediate supervisor shall meet with the grievant within 10 days after receipt of the written grievance and give a written answer to the grievant within 10 days of the meeting.

Level 2: In the event the Association and/or the employee and immediate supervisor are unable to resolve the grievance, the Association and/or employee may appeal the grievance to the Superintendent not later than 10 days following the response at level one. The Superintendent shall meet with the grievant not later than 10 days of the receipt of the appeal. The Superintendent shall issue a written response to the grievant not later than 10 working days from the meeting.

Level 3: If the grievant or Association is not satisfied with the response in Level 2, the Association may not later than 10 days from the date of receipt of the Superintendent's response at Level 2, submit a written appeal to the Board of Trustees. The Board shall hear the grievance at the next regularly scheduled meeting when the matter can be placed on the agenda, but not sooner than 10 days from receipt of the appeal, and shall deliver its decision and reasons to the Association within 15 days.

Level 4: If the Association is not satisfied with the response at Level 3, it may not later than 10 days from the receipt of the Board's response at Level 3, submit a written appeal to arbitration by delivering a notice of such to the Human Resources Office. The arbitration shall be conducted under the following provisions:

- A. Not later than 10 days from the receipt of the Board's decision, the Association shall write to the Board of Personnel Appeals, requesting a panel of seven potential arbitrators, and shall deliver a copy of the letter to the Human Resources Office.
- B. Within ten days from receipt of the list of arbitrators by both parties, the District and the Association, or their representatives, shall pick the arbitrator by alternately striking names until one remains, who shall be the arbitrator. The Association shall promptly notify the Board of Personnel Appeals and the parties shall cooperate to arrange a date for the hearing and decision.
- C. The arbitrator shall consider the grievance and render a decision within thirty days of the hearing or final submission of briefs, whichever is later. By mutual agreement, a hearing may be avoided, and the parties shall brief the issue to the arbitrator at his/her location. A briefing schedule shall be established in such cases by mutual agreement or by the arbitrator if the parties cannot agree. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the power to add to, subtract from, alter, or modify any of the terms of this Agreement.
- D. Each party shall share equally the cost of the arbitrator. The parties shall bear their own expenses for their own costs of presenting their case. In the event one of the parties orders a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs.
- E. After a grievance has been submitted to arbitration, the grievant and the Association waive any right to pursue against the District an action or complaint that seeks the same remedy. If the grievant or the Association files a complaint or other action against the District, arbitration seeking the same remedy may not be filed or pursued.

6.5 No Reprisals: No reprisals of any kind will be taken by the Board against any person because of participation in this grievance procedure, or by the Association for an employee's participation or lack thereof.

- 6.6 Personnel Files: All documents dealing with a grievance shall be filed separately from an employee's regular personnel file and will be confidential except to the parties and their representatives.

## ARTICLE 7 - TEACHER EVALUATION

- 7.1 Purpose: The primary purpose of evaluation is to improve instruction.

- 7.2 Definitions:

- A. Informal Observation: Any non-scheduled visit or observation by the evaluator to a classroom, instructional or performance activity. This may include a post-observation conference between the evaluator and the teacher. If the evaluator has a concern with any observation, then a post-observation conference shall be scheduled and completed within two weeks.
- B. Formal Observation: An observation by an evaluator that has been pre-scheduled at the request of the evaluator or the teacher. This includes a pre-observation conference, a scheduled observation, and a post-observation conference between the evaluator and the teacher. The post-observation conference will occur within fifteen (15) working days of the formal observation.
- C. Evaluation: A written summary of teacher performance based upon at least one formal observation and one informal observation. The evaluation may include all aspects of employee performance including what has been directly observed and/or what has been investigated and substantiated (see 7.8 below). This written summary shall be discussed with the teacher and signed by the teacher and the evaluator with a copy to the teacher and a copy to the teacher's personnel file. This evaluation discussion may also serve as the post-observation conference for the final observation.
- D. Pre-observation conference: This conference is held so that the evaluator can be apprised of the teacher's objectives, methods and materials planned for the time to be observed.
- E. Post-observation conference: This conference is to provide feedback, identification of strengths and direction for areas to be developed. The post-observation conference is documented by a written summary signed by the teacher and the evaluator.
- F. Evaluator: For evaluation purposes, each teacher will have a single administrator designated as the evaluator at any one time.

- 7.3 Notification of Evaluation: Teachers will be advised during preschool meetings/work-- shops of the District's evaluation procedures. Except for substitutes, teachers joining staff after the commencement of the school year will be advised of the District's evaluation procedures by the building principal or designated evaluator.

- 7.4 Evaluation of Non-tenure Teacher: At least two written evaluations shall be made for all non-tenure teachers each year. These evaluations will include classroom observations as defined above. These evaluations must be submitted to the Assistant Superintendent of Instruction prior to June 1.
- 7.5 Evaluation of Tenure Teacher: At least one written evaluation shall be made for all tenure teachers at least every third year of employment. The observations included in each evaluation may be conducted any time in the three-year period. All evaluations must be submitted to the Assistant Superintendent of Instruction prior to June 1.
- 7.6 Evaluation Content: If the teacher believes the evaluation or a post-observation summary is incomplete or inaccurate, the teacher may submit any objections in writing, which shall be attached to the personnel file copy of the evaluation, provided such written objections are submitted to the Human Resources Office within twenty working days after receipt of the evaluation by the teacher. It is management's right and responsibility to assess performance and therefore, the content of evaluations performed in accordance with the provisions of this Article are not grievable.
- 7.7 Improvement of Professional Performance:
- A. Should deficiencies be observed in the performance of a teacher, the evaluator shall provide the teacher with specific, reasonable, written recommendations for improvement and with definite, positive assistance including time during the school day, material resources, and/or consultant services to implement the recommendations. The plan for the improvement of professional performance shall begin as soon as practical.
  - B. When the teacher fails to meet the written recommendations for improvement and non-renewal is imminent, the teacher is entitled to representation.
- 7.8 Complaints/Concerns: When the District receives a complaint or concern, it shall present it to the subject teacher not later than 15 working days from receipt, and the teacher shall be afforded the opportunity to respond or rebut. A Review of Services will be handled in accordance with District policy.
- 7.9 Personnel Files:
- A. No material will be placed in a teacher's personnel file unless it is signed by the author, and unless the teacher has had an opportunity to read the material and respond to it in writing.
  - B. Access to a personnel file shall be limited to the Board, the Administration, the teacher to whom the file refers, representatives of either party, if necessary, and to others if the teacher gives permission.

- C. Any teacher shall have the right upon request, to review the contents of his/her personnel file and to receive at Board expense a copy of any documents contained therein. An Association representative, at the teacher's request, may be present at any such review. Upon request by the teacher, the Superintendent or official designee shall sign an inventory sheet to verify contents of the personnel file at the time of the inspection by said teacher. A separate file for processed grievances or for any review of services shall be kept apart from the teacher's personnel file. No secret, duplicate, alternate, or other personnel file shall be kept by the Board and administration.

## **ARTICLE 8 - EMPLOYMENT STATUS OF TEACHERS**

- 8.1 Notice of Termination (Tenure and Non-tenure): Notice of termination for both tenure and non-tenure teachers shall be in accordance with applicable sections of Montana Code Annotated. Every teacher being terminated shall be entitled to all rights under the Law and this Agreement.
- 8.2 Individual Contract: Any individual teacher contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association.

## **ARTICLE 9 - ASSIGNMENTS, VACANCIES AND TRANSFERS**

- 9.1 Definitions:
  - A. An assignment is defined as the grade level, subject(s) and/or subject area(s) a teacher will work or will be working within a school building or buildings.
  - B. A transfer is defined as a change in school building or buildings where the teacher works. For split assignments, a change in the proportion of assignment in each building does not constitute a transfer.
  - C. A vacancy is any non-occupied teaching position which is covered by the terms of this Agreement.
- 9.2 Assignments and Transfers: All teachers shall be given notice of their teaching assignments or transfers relative to grade level, building and subject area for the forthcoming year no later than the end of the school year. In the event that changes in assignments or transfers are necessary because of unforeseen circumstances, affected teachers shall be given notice as soon as possible prior to the effective date.
- 9.3 Vacancies: Except in case of an involuntary transfer, information regarding teaching positions which at any time are to be available, either through creation or vacancy, shall be publicized to the staff through on-line vacancy postings, by posting notices on all staff bulletin boards and given to

the Association President. During the summertime, a bulletin board will be located in the central office area for this purpose.

- 9.4 Voluntary Transfers and Assignments: The Board recognizes that it is desirable in making transfers or filling vacancies to consider the interests and aspirations of its teachers. The Board agrees that the screening committee, if one exists, will provide an informal interview during the screening process to all teachers that request a transfer, provided the teacher meets the stated requirements of the position. The Principal may grant the transfer or choose to continue to screen for applicants and fill the vacancy in accordance with District hiring policies. The final selection will be the best qualified candidate.
- 9.5 Involuntary Transfers: In making transfers, the District will give consideration to the affected teacher's preference for work site. However, other legitimate educational factors may require that a teacher be transferred to a building which is not preferred.
- A. In instances where a teacher has failed to meet the written recommendations for Article 7.7(a) of this collective bargaining agreement, the District can then involuntarily transfer said teacher.
  - B. When an involuntary transfer is necessary due to program changes, or reduction in funding in the areas of K-5 elementary music, K-5 Health Enhancement, K-12 Speech & Language, K-12 Psychologists, K-12 Intervention Teachers, a consensus group consisting of the affected teacher(s), BEA president or designee, HR Director or designee, Building Principal(s) and Program Coordinator will meet to resolve the involuntary transfer issue. If no consensus is reached, the district will resolve the issue using other methods in keeping with the negotiated agreement.
  - C. When an involuntary transfer is made by the District for reasons other than those in 9.5(a), the teacher transferred shall be the one with the least District seniority of those in his/her school who are certified and endorsed to teach the subject or grade level of the new position.
  - D. Staff assigned to the District Office, such as Instructional Coaches, Nurses, and Technology/Curriculum Specialists, will be placed according to their talents and/or the needs of the District. Positions identified as "assigned to the District Office" will be mutually agreed upon by the BEA and the District.
- 9.6 Involuntary Assignments: Assignments shall not be made arbitrarily or capriciously.

#### **ARTICLE 10 - LAYOFFS AND RECALL**

- 10.1 Conditions of Layoff: A reduction in force, when the term "layoff" is used herein, shall mean any suspension from employment arising out of a reduction in the tenure teacher workforce of the District, and shall be separate and distinct from the term retirement, resignation, non-renewal or dismissal.

10.2 Notification of Layoff:

- A. The Board or its agent will notify affected teachers and the Association president in writing of the Board's decision; such notice will include a listing of all other positions for which the tenure teacher is or may be qualified to fill, including the locations of such positions.
- B. Notification of the teacher will conform to Montana State statutes.
- C. The Board agrees to provide affected teachers in the Association information as to the subject area or level being affected and will provide the affected teacher and the Association a list of positions (and known openings) for which the tenure teacher is qualified and more senior. This information shall be provided with any notice of Board decision to lay off teachers.
- D. The Board or its agent will notify the association president in the event that the Board anticipates a layoff of teachers; such notice will be in writing and will include the specific positions which may be affected, the proposed time schedule, and the reasons for the anticipated action insofar as they are understood.

10.3 Layoff Procedure: Necessary staff reductions will be accomplished in accordance with the following sequence:

- A. Normal attrition from retirements and resignations.
- B. If further reductions are required, non-tenure teachers will be non-renewed according to the needs of the District;
- C. If reductions are required beyond attrition and non-renewal of non-tenure teachers, tenure teachers shall be laid off in accordance with the procedures set below:
  - 1. Determination of those to be retained shall be based upon certification, qualifications (level of education and teaching experience), and a demonstrated ability to perform the work. These factors being substantially equal, seniority shall govern. The Board shall give notice of layoff to the least senior teacher performing in that position.
  - 2. A teacher who is notified of layoff will have the right to displace the least senior teacher whose work he/she is certified, endorsed and qualified to perform. Written notice of intent to exercise this right must be given to the superintendent within five working days after a teacher is notified of layoff. Within three working days after the teacher gives such notification, the Board or its agent will notify the designated least senior teacher who is to be affected that he/she is to be displaced.



#### 10.4 Seniority:

- A. For purposes of this article, seniority will be computed from a teacher's most recent date of hire in the bargaining unit and will be prorated in the case of part-time teachers. Seniority will continue to accrue during all paid leaves of absence. Non-tenure teachers shall not accrue seniority until such teacher achieves tenure; and, upon acquisition of tenure, the seniority date shall relate back to his/her first day of continuous service in the bargaining unit. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. When seniority is equal between or among teachers, ranking of those teachers shall be determined by preparation level as indicated by current placement on the salary schedule. When seniority and preparation level are equal between or among teachers, ranking of those teachers shall be determined by the drawing of lots. The drawing of lots shall be accomplished annually prior to distribution of any seniority list by November 30.
- B. By November 30 of each year, the Board will provide each teacher with a list showing the seniority of each teacher, his/her areas of certification, and will, thereafter promptly notify the Association of any changes in the list. Appeals on the seniority list will normally be submitted to the Director of Human Resources not later than January 1. A current list will be made available in the Human Resources office for inspection during regular working hours by the teacher.

#### 10.5 Recall Procedure:

- A. Whenever there is a vacancy or anticipated vacancy in a bargaining unit position, laid-off teachers who are qualified to perform the work in question will be recalled in order of seniority. No new teachers shall be employed by the Board while there are teachers on layoff unless none of the teachers on layoff is qualified to fill the position in question.
- B. If a laid-off teacher has displaced another teacher or has been recalled to a position other than that held immediately prior to layoff, the teacher will remain eligible for recall in accordance with the provisions of this article.
- C. Notice of recall will be given to the address, phone or fax number, or e-mail address last given to the District Human Resources Office by the teacher, and a copy of the notice will also be delivered to the Association. If a teacher fails to accept the recall within 14 calendar days after the issuing of the notice, the teacher will be deemed to have refused the position offered.
- D. A teacher who is laid off will remain on the recall list for two years after the effective date of layoff, unless the teacher:
  - 1. waives recall rights in writing

2. resigns;
3. fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position; or
4. fails to report to work in a position that he or she has accepted.

10.6 Layoff Benefits:

- A. All positions of substitute teacher shall be offered to qualified teachers on layoff who are on the substitute list before any other person is offered such a position.
- B. All benefits to which teachers were entitled at the time of their layoff, including tenure or tenure track, and unused accumulated sick leave, will be restored to them upon their return to active employment, and they will be placed on the proper step of the salary schedule for their current position according to their experience and education.

**ARTICLE 11 - SPECIAL CURRICULUM IMPROVEMENT PROJECTS**

11.1 General Information: The fundamental goal of this Article is to initiate and support projects that will strengthen our educational process. This program, therefore, is actively directed toward curriculum-related projects that will be beneficial to the District and specifically to classroom instruction.

- A. Availability: When budget money is identified for available SCIP grants, applications will be announced April 1st.
- B. Eligibility: Any teacher in the District shall be eligible to submit proposals.
- C. Application Process:
  - a. SCIP Applications are available from building administration April 1st.
  - b. Completed applications are due May 1st.
- D. Selection Criteria: Proposals will be selected by the degree to which the following criteria are met:
  1. Clear identification and substantiation of the need for the project
  2. Quality of project and specific measurable results
  3. Project costs
- E. The Selection Committee consisting of Deputy Superintendent Instruction, Curriculum Director, and BEA President (or appropriate designee if needed) will review, select, and notify recipients by mid-May.

- F. Project timeframe and pay:
1. ALL work must be completed by June 30 of the current fiscal year.
  2. ALL work must be completed outside regular contract hours.
  3. Hourly rate is the current Curriculum hourly rate of pay for project work.
  4. Compensation only provided upon full completion and submission (as stated on application) of project as well as submission of timesheets by June 30<sup>th</sup>.

## ARTICLE 12 - TEACHER WORKLOAD AND CONDITIONS

### 12.1 Teacher Workday:

- A. The workday for teachers shall begin at 8:00 a.m. and shall continue until 4:00 p.m. This workday may be modified to accommodate in-service, faculty meetings, alternatively scheduled classes, or emergency conditions. Part-time teachers shall attend faculty meetings and assume their share of duties assigned to the full-time staff, which includes during school and after school assignments in the extra-curricular areas, on a prorated basis in accordance with their FTE. Part-time teachers who are required to attend all faculty meetings and assume their share of duties assigned to the regular staff, which includes during school and after school assignments in the extra-curricular areas, will be paid on a prorated basis.
- B. On days preceding holidays or recesses (spring and winter), the teachers' workday shall end at the close of the students' day (3:30 p.m. for grades K-3 and 3:30 p.m. for grades 4-5). On any Friday, with the permission of the building principal, a teacher may leave his/her work assignment at the close of the students' day.
- C. Lunch Duty: The District will provide a consistent (same number of minutes) duty-free lunch equivalent to the length of the student lunch period for K-5 and 6-8 teachers. It is not intended that duty-free lunch be consistent at each level (K-5, 6-8, 9-12). Teachers assigned lunch duty at the High School will be provided a free hot lunch.
- D. Registered Nurse Workday: Except for the District Lead Nurse, the workday for Registered Nurses will be an 8-hour day exclusive of lunch.
- E. Preparation Period/Days:
1. Each teacher at the Middle and High Schools shall have, during the student school day, at least one duty-free class period daily, in addition to his/her lunch period, free for preparation.
  2. The District will establish schedules for all K-5 schools with consistent dismissal times, lunch periods and preparation time. At a minimum, K-5 teachers will receive no less than 50 minutes of daily, uninterrupted preparation time. This results in a minimum aggregate weekly total of 250 minutes of preparation time.

Individual Teacher Prep time is uninterrupted, teacher-directed, and protected time for individual teacher preparatory tasks. This time is regular, consistent, and predictable.

Recommended individual prep time strategies/practices:

- Scheduling meetings during this time is the absolute exception, rather than the rule.
- When Prep Time is repurposed for all-school events, efforts will be made to equally distribute lost time across teachers/teams.
- Teachers are encouraged to communicate chronic interruptions with their building principal who will work to provide a remedy.

In addition to the 250 minutes of aggregate prep time, K-5 teachers will participate in two 45-minute periods of collaborative planning time per week. Collaborative planning time refers to any period of time intentionally scheduled during the school day for multiple teachers, or teams of teachers, to work together for the purpose of developing practices to move students and teachers forward. Collaboration time is in addition to regularly scheduled individual planning time and may be principal/district directed.

Examples of effective Collaborative Planning Time may include, but are not limited to:

- Designing effective lessons or units of study.
- Creating, analyzing, and/or responding to the results of common assessments or other forms of student data.
- Coordinating the delivery of instructional support for students.
- Focused and directed work aligned to the goals of the district and school.
- Professional learning aligned to the goals of the district or school.

3. Each K-5 elementary teacher is entitled to use for preparation all time during which the class is receiving instruction from teaching specialists. Teaching specialty areas include music, physical education, and library classes. Teachers shall not be assigned other duties during this preparation period, but it may be used on occasion for meetings or conferences.

In addition to preparation time resulting from instruction of students from teaching specialists, grade PK-3 regular classroom teachers will receive three preparation days per school year and grade 4-5 regular classroom and PK-5 Special Education teachers will receive four preparation days per school year to be taken in half-day or full day increments with the principal's approval.

Full time K-5 music teachers, health enhancement teachers and librarians receive two (2) preparation days.

K-5 psychologists, SLP personnel, intervention teachers, title I teachers, ESL teachers, and hearing specialists may arrange their schedules with prior approval of their principals to accomplish planning needs.

Part-time teachers are eligible for this contract provision on a prorated basis. Teachers who job share (two teachers joining to create a 1.0 FTE position) may share the preparation days allocated to that full-time position. These days do not accumulate. All preparation days must be used for instructional preparation and will be taken at the work site or other approved appropriate work site. Leave requests for preparation days must be coordinated with the building principal. Teachers are not required to participate in this provision.

In the event the District is unable to secure sufficient numbers of substitutes to meet the needs of any particular day, preparation days may be canceled. Teacher illness and prescheduled activities have first priority for the pool of substitute teachers.

4. Each K-5 Elementary Classroom Teacher (excluding specialists such as special education, music, library, and health enhancement) who teaches a combination grade class (i.e., 4<sup>th</sup>/5<sup>th</sup> grade combination) shall receive three hours of paraprofessional support per day.

**5. See revised 12.1.E.5 in MOU ADDENDUM.**

- F. Department Head Release Days/Stipend: Ten Release days will be provided for area chairpersons at Bozeman High School. Stipends for area chairpersons will be based on the number of people assigned to the department. These are listed below Release days may be taken in a minimum of half days only. Area Liaisons will be provided a stipend and no release days:

\$6,000 + 10 Release Days for Departments with 12 or more Certified Staff	\$3,000 + 10 Release Days for Departments with 5-11 Certified Staff	\$1,500 + 10 Release Days for Departments with 2-4 Certified Staff
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- G. An area liaison will represent the Bridger Charter Academy. This liaison is responsible to represent their department at high school department chair meetings and communicate minutes, etc. with their departments. Area liaisons will receive a \$1,000 stipend.

12.2 Paraprofessionals: In their performance of limited instructional duties, paraprofessionals shall be under the supervision of a principal or other administrator and the close direction of a teacher where applicable.

12.3 Safety in the Classroom:

- A. Staff Protection: The Board recognizes its responsibility to support and assist staff with respect to the maintenance of control and discipline in the school setting. All students and staff deserve the right to work and learn in a safe environment, free from an environment where they feel threatened or fear they are in physical danger from another student. Staff will be offered prevention/de-escalation/safety training before the staff of the school year. Staff will be notified when a student with behavioral needs is placed in their classroom. Staff may request additional District approved training with the consent and recommendation of the building principal, when necessary to create a safe classroom.
- B. Relocation of Student: Staff may temporarily exclude a student from class when the severity of behavior, or the disruptive effect of actions, impedes the learning or safety of the student or others. This includes Level III Behaviors, which are defined as serious misbehaviors that require administrative involvement, written documentation, and parent contact. Level III incidents include behaviors that are illegal, physically dangerous, or demonstrate gross insubordination. In such cases, the staff member present will relay the details of the incident to the building principal or designee at the earliest opportunity and formally document the incident. The student may not return to the classroom until the principal or designee deems the student is ready, and the principal/designee communicates a return plan to the staff member.

- C. Student Physical Aggression: Any case of student physical aggression where a student caused, attempted to cause, or threatened to cause physical injury to another person, shall be promptly reported to the building administrator or designee. Staff may temporarily exclude the student from class. The building principal or designee shall promptly render all reasonable assistance, to include relieving a staff member for a period of time and involve law enforcement as warranted by the circumstances. Staff and/or student injury reports shall be completed for purposes of record keeping. Students will not be returned to the school or classroom setting until after a debriefing and return plan is discussed with the principal, student, staff member involved, parents of the child, and law enforcement when rendered necessary.
  
- D. Nothing in this section is intended to supersede the contents of a team-constructed positive behavior support plan, created on the basis of a functional behavioral assessment.

**12.4 See New High School Teacher Class Load in MOU Addendum.**

## ARTICLE 13 - TEACHER WORK YEAR

- 13.1 Definition: The tenured teacher work year consists of 187 days. First year non-tenured teachers' work year consists of 189 days. Second year non-tenured teachers' work year consists of 188 days.
- A. Certified staff Class 1, 2, 4, 5, 6, 7, or 8 initially hired for the 2017-2018 school year and beyond, are required to complete 12 hours of District-directed, District- provided Professional Development by May 1 of the third consecutive contract. The primary purpose of this Professional Development is to further develop a foundational understanding of the educational culture and expectations of the District. These hours are included in the teacher contract with no additional compensation. Completion of these hours is required to receive tenure.
- The required Professional Development coursework will be facilitated by District Administration. Content will be identified by the Co-Chairs of the Professional Development Committee with final approval by the District. Non-tenured teachers should complete a minimum of 4 hours per year until completion of the 12 hours. In the event of a rare, extenuating circumstance, as long as the teacher has attempted to complete the requirements, alternative arrangements may be considered through the Curriculum Director and BEA President.
- 13.2 Calendar Established: The Board establishes the final calendar, but there shall be no deviation or change in the school calendar once adopted except by mutual agreement of the Board and the Association, unless necessitated by a natural disaster, or an unavoidable emergency or a change in statute or regulations.
- 13.3 Calendar Preparation: A committee will annually construct a school calendar and shall recommend that calendar to the Board for adoption no later than March 1 of the year in which the calendar would go into effect. A majority of members of the committee shall be teachers who are appointed by the Association. The superintendent or his/her designee will chair this committee. The calendar shall be prepared by using the guidelines below. The Trustees may accept the calendar or direct the committee to deliberate and prepare an alternate calendar within the framework of the guidelines below.



- 13.4 Appointments: Appointments would be made and submitted to the chair by December 1 of each year. The first meeting of the Calendar Committee will be held by January 15 of each year.
- 13.5 Guidelines: The calendar which is presented to the Board of Trustees will conform to the following guidelines:
- A. The beginning day of school will be as near Labor Day as practical. In no instance will school start earlier than the last Monday in August.
  - B. Labor Day will always be an unscheduled day in the calendar.
  - C. Thanksgiving Day and the Friday following Thanksgiving will be unscheduled days in the calendar.
  - D. Christmas break will be at least eight and not more than ten days, all of which will be unscheduled week days in the calendar.
  - E. Memorial Day will always be an unscheduled day in the calendar.
  - F. Spring break will be at least three and not more than five unscheduled week days. This break will be scheduled to coincide as closely as possible with the spring break at Montana State University.
  - G. President's Day may be an unscheduled day if it facilitates the construction of the calendar.

#### **ARTICLE 14 - TEACHER LEAVES**

If the teacher's employment status changes during the school year (approved leave without pay, resignation, or other action resulting in a change of employment status) appropriate prorated adjustments will be made in leave benefits. Part-time teachers will receive a prorated amount of credited leave.

14.1 Definition: Teacher's immediate family: A teacher's immediate family is defined as spouse and any relation living in the employee's household, or any parent, child, brother, sister, grandparent, grandchild, or corresponding in-law

Sick Leave/Disability Leave:

- A. At the beginning of each school year, each full-time teacher shall be credited with eight days of sick leave at full salary. Sick leave is the necessary absence from duty caused by and used for personal illness, mental health, quarantine, communicable disease, injury, disability (including pregnancy, miscarriage, childbirth, and recovery there from), unexpected childcare closures, adoption as prescribed below, personal medical appointments; or for necessary care of or attendance to a spouse or for any child of whom the teacher is legal

guardian or for whom the teacher is the primary caretaker for the above reasons. No more than ten days shall be granted for the attendance to an immediate family member other than spouse or child as stated above. Additional days may be granted at the discretion of the District. Discretionary leave will not be granted until the employee's Personal Leave day(s) has been used. Where sick leave is used for other than spouse or minor child, the person must be under or require the immediate care of a licensed physician.

1. Unused sick leave will be allowed to accumulate to 187 days (1309 hours). When a teacher has reached the maximum, he or she will still be credited with eleven days of sick leave at the beginning of the school year, but for severance pay calculations, 170 days (1190 hours) will be the maximum allowed.

B. In the event an employee needs sick leave time in excess of those provided pursuant to this Agreement due to unavoidable, unexpected, unplanned, catastrophic events, additional sick leave may be provided by voluntary contribution of accumulated but unused sick leave by any other employee. The sick leave donation may not reduce the donor's accumulated sick leave to less than sixty (60) days. This sick leave donation process is not to be used for family planning purposes with the exception of #6 below and pregnancy/birth complications.

1. An employee shall not be eligible to receive donated sick leave time until that employee has exhausted all of his or her accumulated leave (sick, personal).
2. Under no circumstances will an employee be allowed to access or receive more than thirty (30) days per request.
3. For purposes of this section, a day shall be defined as the number of hours that the donor or recipient is normally scheduled to work.
4. An employee seeking sick leave donations must complete the appropriate form which the District will provide. There is no guarantee that donations will be made.
5. A sick leave donation committee of the HR director, BEA president and building principal will be reviewing and approving each request.
6. This donation allows for spouse-to-spouse donation for extended parental leave. This request does not need to be published to the school community.

C. A teacher who is unable to teach because of illness or disability and who has exhausted all Sick Leave available may be granted a leave of absence without salary for the duration of the illness or disability, or until medical evidence indicates that the teacher will not be able to return to work.

1. The District shall provide for a leave of absence without pay for any teacher who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery there from for the determined duration of the disability.

Disabilities caused or contributed to by pregnancy, by miscarriage, by childbirth or recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or Sick Leave plan available in connection with employment by the District.

2. Maternity leave includes only continuous absence immediately prior to delivery, absence for delivery, and absence for post delivery care. The length of the leave of absence, including the date on which the teacher shall commence and the date on which the teacher shall resume duties shall be determined by the physician in consultation with the teacher. The Teacher shall advise the District in advance of the expected starting and ending dates of the leave where the leave is anticipated, and if unanticipated, the teacher shall provide the expected ending date of the leave as soon as possible.
  3. Leave without pay arising out of any disability, including pregnancy, miscarriage, childbirth, and recovery there from, and adoption shall commence only after all sick leave has been exhausted.
  4. The duration of leave, extensions, and other benefits for privileges such as health and disability plans, shall apply under the same conditions as other disability leaves.
- D. Termination of employment from the Bozeman Public Schools shall result in a lump sum payment for all days of unused Sick Leave up to a maximum of 170 days (1190 hours) at the daily rate of 25% of 1/187 of current contract salary.
- E. Each teacher shall be given a written accounting of accumulated Sick Leave by September 20 of each school year. The record of an employee's sick leave accrual shall be kept by the District. Deductions shall be made on a monthly basis from this account when the employee is absent under the Sick Leave provision, and additions are made to this account in accordance with the established schedule of crediting eight days of Sick Leave at the beginning of each school year. The number of accumulated days/hours of Sick Leave shall be indicated in each regular paycheck.
- F. A doctor's certificate may be required for verification of either personal illness or the illness of a family member as defined above (14.1).
- G. Sick Leave Bank - Unused sick leave in excess of the maximum accumulated amount in 14.2 A will be donated to the sick leave bank at the end of each year. At the beginning of each contract year in which the bank has fallen below 200 days, each teacher will contribute another one day of sick leave.

Two types of withdrawals are available from the sick leave bank: employee, and non-tenured teacher. Teachers may make only one type of sick leave bank withdrawal per contract year. In addition to the requirements listed under the specific withdrawal, the following general criteria must be met:

General Criteria for use of the Sick Leave Bank:

1. The teacher must have exhausted his/her own accumulated sick leave and paid personal leave.
2. The teacher or his/her representative must submit a written request to the Human Resources office for consideration.
3. An advisory committee including the President of BEA, the Principal of the school where the teacher is assigned, and the Director of Human Resources will advise the Superintendent relative to use of days from the sick leave bank. The teacher shall not have habitually abused the sick leave benefit in the past.
4. Sick leave bank withdrawals terminate when Worker's compensation coverage begins or at the end of the contract year, whichever comes first.

The two types of Sick Leave Bank use are:

1. Employee Sick Leave Bank Withdrawal

The use of the employee sick leave bank is available to all teachers and will follow the guidelines set forth in Article 14.2, Section A., except that such leave:

- will be granted only for teacher illness and not for family illness.
- is intended for extremely serious or catastrophic injuries/illnesses.

In addition to the General Criteria requirements listed above, the teacher must be under the continuing care of a physician. This type of Sick Leave Bank Withdrawal shall not exceed twenty days in any contract year.

2. Non-Tenured Teacher Sick Leave Bank Withdrawal

The use of the non-tenured sick leave bank will follow the guidelines set forth in Article 14.2, Section A. In addition to the General Criteria requirements listed above, the following criteria must be met:

- a. The teacher must be non-tenured.
- b. The teacher must not have used more than five days of combined sick and/or personal leave days in any year of District service prior to the request.

This type of Sick Leave Bank Withdrawal shall not exceed 15 days in any contract year.

- H. Health Insurance Benefit Coverage for Catastrophic Family Injuries/Illnesses  
The benefit is available to all teachers and will follow the guidelines set forth in Article 14.2, Section A, except that this benefit will be granted only for illness of the teacher's spouse or children. In addition to the General Criteria for use of the Sick Leave Bank described in Article 14.2 Section F, the spouse or child must be under the continuing care of a physician. This benefit is intended for extremely serious or catastrophic injuries/illness. This Health Insurance Benefit Coverage does NOT provide paid leave. If approved, the teacher will be granted continuation of up to 20 days of the District's contribution toward the employee's health insurance benefit coverage under the District Benefit plan. This benefit cannot be combined with the use of sick leave bank as described in Section F.

14.3 Bereavement Leave:

- A. Bereavement Leave provides a leave of absence for the teacher at full pay in the event of death or funeral arrangements and attendance for the teacher's immediate family as defined in 14.1 or for others in 14.3(d) below.
- B. Ten days per year at full salary will be allowed each teacher for death in the teacher's immediate family as defined above (14.1).
- C. If sick leave has been requested and granted for the life-threatening or terminal illness of a member of the teacher's immediate family as defined in 14.1, and death of that immediate family member ensues within 120 days, the employee may re-quest of the Superintendent or his/her designee reinstatement of up to five days of sick leave to be deducted from the ten days of Bereavement Leave. The Superintendent or his/her designee will make the final decision as to whether the critical situation falls under this section.
- D. Three days per year at full salary may be allowed for death of the teacher's relative or close friend not listed in the definition of teacher's immediate family (14.1).
- E. Additional time, if requested by the teacher, may be deducted from accumulated Sick Leave.
- F. This leave is not cumulative.

14.4 Leave for Civic Duties:

- A. Teachers can request pay for absences for Jury Duty or other appearances in court in response to a duly served subpoena, except where the employee is a litigant in the case. The pay for subpoena leave shall be the regular rate of pay for the employee, less any payment received from the court exclusive of reimbursement for travel, meals, and lodging.

- B. A teacher requesting pay must file a copy of the subpoena with the Payroll Office and inform the immediate supervisor prior to the absence. The teacher shall keep the supervisor informed of the length of absence.
- C. The teacher must complete a Request For Approval Of Absence (Contractual Leave), prior to the leave if possible.
- D. Legislative leave shall be available to a teacher who has been elected or appointed as a legislator to the Montana House of Representatives or Senate. The length of the legislative leave shall be commensurate with the legislative session, including any extensions, interim committees, or special sessions that may be imposed. During a legislative leave, the teacher shall receive full contract salary from the District, continue to accrue seniority, and receive all fringe benefits to which said teacher is entitled. In return, the teacher on legislative leave agrees to reimburse the District for the greater of: 1) all substitute teacher costs, including salary and benefits, or 2) the total amount of salary and per diem received for legislative service during the leave. In accordance with 2-2-104, Montana Codes Annotated, teachers shall disclose amounts received from the two separate public employment positions to the Commissioner of Political Practices.

#### 14.5 Personal Leave:

- A. Use: Each teacher will be credited at the beginning of each school year with eight days of paid leave, prorated for those scheduled at less than a full teaching day, which may be taken for personal reasons with notice to the District as soon as possible. The eight personal leave days may be used at the discretion of the teacher for personal reasons including sick leave.
- B. Requests and Approval: Requests for personal leave will be made and approved in advance based on the availability of substitutes. Requests for personal leave to be taken during the first or last two days of any semester, on a PIR day, or in extension of a scheduled day(s) off, shall be submitted to and approved in the sole discretion of the Superintendent or his/her designee.
- C. Carry Over: When a teacher ends the school year with unused personal leave, the remaining days will be carried over to accumulated sick leave to the following year.
- D. Sick Leave Exchange: In addition to the eight days of personal leave, a teacher who ends the previous school year with at least 149 days (1043 hours) of available sick leave may, upon written request to the District, exchange a maximum of six days of that year's sick leave grant for one additional day of personal leave. After this exchange, one additional personal leave day may be granted for the exchange of one sick leave day which increases the aggregate total of available personal leave days to ten in any school year.

14.6 Leaves of Absence:

- A. A Leave of Absence shall be defined as leave without pay or insurance benefits, except that a teacher on approved Leave of Absence without pay may elect to continue group benefits provided all costs are absorbed by the teacher.
- B. Any teacher who has taught in the Bozeman Public Schools for a minimum period of five consecutive years and who has been selected to teach for the ensuing year is eligible to apply for a formal leave of absence.
- C. A leave of absence may be granted to eligible teachers for such reasons as disability leave (extended personal or family illness), parental leave (for the purpose of caring for a newborn child, or a newly adopted child), exchange teaching, study in residence, extended travel, fulfillment of duties in an elected political office, and military or alternative service such as Peace or Vista Corps, or for other purposes recommended by the Superintendent and approved by the Board.
- D. Teachers on extended leaves shall be entitled to:
  - 1. Return to the same positions which they held immediately before commencement of leave or to positions of comparable responsibility and remuneration.
  - 2. Salary schedule experience credit when the leave is granted for full-time teaching in another school, for teaching in the Peace or Vista Corps not to exceed two years, or for fulfillment of compulsory military duty and fulfillment of duties in an elected political office.
  - 3. Carry over without any loss of Sick Leave or years of service up to the time of the teacher's approved leave; the teacher shall not accrue sick leave nor additional service time toward seniority during an unpaid leave of absence.
- E. A leave of absence for any reason other than disability or parental leave may be approved only for a semester or a full year, and will not be approved for less than a semester, nor for any proportion of a year other than a semester. A leave of absence for disability will normally be approved for the remainder of a particular semester or for a period of one regular school year, except that a personal disability leave will not have this restriction as to duration or date of return. The length of a parental leave of absence shall be for the remaining balance of a semester or the balance of a full year, or for a period of one regular school year.
- F. A teacher who has received an extended leave of absence is entitled to another leave of absence after returning to the District and teaching five consecutive years, and being elected to teach for the ensuing year.

14.7 Leaves of Absence:

- A. A Leave of Absence shall be defined as leave without pay or insurance benefits, except that a teacher on approved Leave of Absence without pay may elect to continue group benefits provided all costs are absorbed by the teacher.
- B. Any teacher who has taught in the Bozeman Public Schools for a minimum period of five consecutive years and who has been selected to teach for the ensuing year is eligible to apply for a formal leave of absence.
- C. A leave of absence may be granted to eligible teachers for such reasons as disability leave (extended personal or family illness), parental leave (for the purpose of caring for a newborn child, or a newly adopted child), exchange teaching, study in residence, extended travel, fulfillment of duties in an elected political office, and military or alternative service such as Peace or Vista Corps, or for other purposes recommended by the Superintendent and approved by the Board.
- D. Teachers on extended leaves shall be entitled to:
  - 1. Return to the same positions which they held immediately before commencement of leave or to positions of comparable responsibility and remuneration.
  - 2. Salary schedule experience credit when the leave is granted for full-time teaching in another school, for teaching in the Peace or Vista Corps not to exceed two years, or for fulfillment of compulsory military duty and fulfillment of duties in an elected political office.
  - 3. Carry over without any loss of Sick Leave or years of service up to the time of the teacher's approved leave; the teacher shall not accrue sick leave nor additional service time toward seniority during an unpaid leave of absence.
- E. A leave of absence for any reason other than disability or parental leave may be approved only for a semester or a full year, and will not be approved for less than a semester, nor for any proportion of a year other than a semester. A leave of absence for disability will normally be approved for the remainder of a particular semester or for a period of one regular school year, except that a personal disability leave will not have this restriction as to duration or date of return. The length of a parental leave of absence shall be for the remaining balance of a semester or the balance of a full year, or for a period of one regular school year.
- F. A teacher who has received an extended leave of absence is entitled to another leave of absence after returning to the District and teaching five consecutive years, and being elected to teach for the ensuing year.



14.8 Teacher Career Development Program: Career Development Leave is intended to provide teachers with incentives for voluntary career development. Leave may be taken for one full school year or for one full semester.

- A. Eligibility: A teacher who has taught in the District for a minimum of five consecutive years is eligible to apply for this leave. Applications are available in the Human Resources Office.
- B. Application Deadline: A signed application must be received in the Human Resources Office on or before February 25 of the year preceding the requested leave.
- C. Application Process: The applicant must specify whether the leave is to be for a full school year or for one full semester and they must specify which semester is preferred. The applicant must outline in detail a planned education program for the entire duration of the requested leave. The planned education program should show that the applicant will be involved with education experience on a full-time basis during the period of the leave. The applicant should obtain the recommendation for this leave from the building principal.
- D. Screening and Approval of Career Development Leaves: The Superintendent shall appoint a three-member advisory panel, including the BEA president or designee, the Director of Human Resources and one other administrator. The panel will review the proposals and make recommendations to the Superintendent. The Superintendent will recommend proposals to be approved by the Board.
- E. Career Development Leave Compensation Schedule:

YEARS OF SERVICE IN BOZEMAN SCHOOL DISTRICT	STIPEND
5	\$4,000
6	\$5,200
7	\$6,400
8	\$7,600
9	\$8,800
10 or more	\$10,000
The District agrees to provide insurance benefits as currently provided in the Collective Bargaining Agreement. Teachers on Career Development Leave must return to the District for at least one full school year or repay money received from the District while on leave.	

- F. Salary Experience Credit: A teacher on Career Development Leave will be given a full year salary schedule experience credit if the planned educational program contains teaching experience such as a graduate teaching assistantship.

- G. Assignment upon return from Career Development Leave: A teacher returning from leave will be assigned to the same position they held immediately before leave or to a comparable position for which they are endorsed.
- 14.9 Interns/Temporary Teachers: Interns or other contracted but temporary teachers in the District who are filling in for approved leaves of absence will not be considered as having ongoing rights beyond the term of their individual contracts except as bestowed by State law. No teacher employed through means or procedures other than a full exercise of the Board's Hiring Procedures will be considered for transfer or for subsequent appointment except through open competition.
  - 14.10 Family and Medical Leave Act: When an employee is absent for a reason which qualifies under the Family and Medical Leave Act, that leave shall be deemed to have begun and the employee will use available leaves during such absence.
  - 14.11 Other Leaves: The District may on a case-by-case basis for medical emergencies or other hardship circumstances, give additional leaves without establishing precedent.

**ARTICLE 15 - PROFESSIONAL COMPENSATION**

- 15.1 Salary Schedule: Teachers shall be paid in accordance with the salary schedules included in appendix A.-**SEE REVISED SALARY SCHEDULES IN THE MOU ADDENDUM.**
- 15.2 Salary Schedule Contingency:
  - A. If any special levy election for funding the General Fund Budget for the following year is unsuccessful, either party may, within thirty days after the election is held, give notice of their desire to re-negotiate items related directly to compensation. Upon such notice, salary, steps, and lanes for the next fiscal year will be frozen at the current year's salary schedule until the District and the BEA reach agreement.
  - B. If funds are significantly reduced or increased from any other source(s) from the date of ratification to the expiration date of the Agreement, either party may give notice to the other party within sixty calendar days declaring the intent to renegotiate items related directly to compensation (inclusive of but not restricted to salaries, stipends, and fringe benefits). Opening of the Agreement under such a circumstance does not obligate either party to agree to reduce or increase salaries, stipends, fringe benefits or other compensation. Changes, if any, negotiated and mutually agreed upon under this provision, will become an addendum to and supersede only relevant provisions of the current Agreement.
- 15.3 Additional Compensation: Salary for those teachers performing duties beyond the normal school teacher work day and/or work year will be as follows:

- A. **See revised 15.3.A in the MOU Addendum.**
- B. Curriculum development work (including Special Curriculum Improvement Project) will be paid at the following hourly rate: \$23.00.
- C. Teachers in attendance at District in-service workshops will be paid at the following hourly rate: \$15.00.
- D.
  - 1. **Additional Life Insurance:** The District will provide an additional \$30,000 of term life insurance for driver education teachers who are regularly employed teachers in the District.
  - 2. **Compensation:** The driver education teachers will be paid at the following hourly rate: See revised 15.3.D.2 compensation rates in MOU Addendum. In addition, to recognize experienced driver education teachers, the District will pay \$1,000 after 226 student hours of instruction (number of students x 6 hours per student + 52 hours of classroom instruction) and an additional \$1,000 after 452 hours of instruction to driver education teachers during the 2019-2021 contract period only. Instruction shall include both classroom and drive time.
  - 3. **New Driver Education Teacher Incentive:** To incentivize teachers to obtain driver education certification and in recognition of the costs of doing so, the District will pay new driver education teachers \$1,000 after completing 226 hours of driver education instruction and \$1,000 after completing 452 hours of driver education instruction. Instruction shall include both classroom and drive time.

Note: Driver Education teachers shall not be eligible for both of the incentives identified in #2 and #3 above. A Teacher who has previously received the new driver education teacher incentive shall not qualify for these additional incentives.
- E. Librarians and counselors, in accordance with the following guidelines, may have the option, with the recommendation of the building principal, of receiving extended contracts at the rate of 1/187 of salary schedule pay or compensatory time during the regular school year.

SCHOOL	LIBRARIAN	PSYCHOLOGIST, COUNSELOR
BHS/GHS, BAS	10 Days	5 Days plus 5 additional days to be exchanged within the school year
Middle School	10 Days	5 Days plus 5 additional days to be exchanged within the school year
K-5 Schools	5 Days per building	5 Days

F. Teachers who supervise student activities, and are not compensated by a contractual amount, will be paid at the following rate per event: \$21.38.

G. In-Staff Substitutes: The following rate shall be paid to any teacher who voluntarily gives up his/her preparation period to substitute for another teacher, and middle school teachers who voluntarily accept the assignment as requested by the principal: \$14.60. Such assignments shall be made by the principal. Payments for this service shall be made the month following substitute duty.

H. A \$2,000 stipend per year will be paid to teachers who provide documentation to the District of receipt of one of the following:

- National certification from NBPTS (National Board of Professional Teaching Standards).
- Nationally certified School Psychologists
- Nationally certified Speech Pathologists
- Nationally certified School Counselors
- PhD
- Terminal degree equivalent to a Ph.D.

It is understood that a person will only be paid for one of the above stipends.

I. Elementary teachers, who agree and are assigned to perform supervision duties prior to the start of school or after school, shall have their duty day adjusted to compensate their time for supervision, or at the discretion of administrators, be paid an hourly rate of \$17.24. This provision does not exclude teachers from their responsibilities for faculty meetings in accordance with Article 12. A.

J. Middle school teachers, who agree and are assigned to perform lunch supervision duties, shall have their duty day adjusted to compensate their time for supervision, or at the discretion of administrators, be paid an hourly rate of \$17.24. This provision does not exclude teachers from their responsibilities for faculty and team meetings in accordance with Article 12.1A.

K. High school teachers, who agree and are assigned to perform full lunchroom supervisor duties, shall have their duty day adjusted to compensate their time for supervision, or at the discretion of administration, be paid an hourly rate of \$17.24. This provision does not

exclude teachers from their responsibilities for faculty meetings in accordance with Article 12.1.A.

15.4 Salary Schedule Guidelines:

- A. The District will grant a maximum of five years of outside teaching experience to newly hired teachers. Teachers with 0-1 years of outside teaching experience will be placed on Step 1, two years on Step 2, three years on Step 3, four years on Step 4 and 5 or more years of outside teaching experience will be placed on Step 5. In the event it becomes necessary in order to attract a desired applicant, at the discretion of the District a maximum of two additional years may be granted.
- B. New teachers will be allowed one year of credit on the salary schedule for one or more years of active military service.
- C. Teachers who are awarded a college degree prior to obtaining a teaching certificate will be placed on the salary schedule to reflect their highest degree obtained. Additional courses will be granted in accordance with 15.4 I.
- D. A minimum of 135 days of teaching is required to constitute one full year of teaching experience for purposes of placement or advancement on the salary schedule.
- E. The primary focus for course work presented for salary step-up is clearly intended to be in the assigned teaching (content) areas, for which the teacher has been hired during the duty day or in methodology that directly relates to the delivery of content. Certain flexibility in accordance with these guidelines is afforded the Human Resources Director.

In addition, it is also intended that the District allows and to some extent encourages the development of a second major teaching area within the District curriculum, particularly if the teacher already has a minor or if the District feels there is a specific need to encourage the teacher to develop an alternative endorsement. This is not meant to be applicable to non-instructional programs or to Drivers Education except where the relevancy of course work is according to the evaluative criteria in item I.

- F. The Association and the Board encourage the Human Resources Director, in applying these guidelines, to use a questioning approach, and where questions exist, the Human Resources Director should solicit further information from the teacher and/or deny credit approval subject to review by the Credit Evaluation Committee.
- G. A teacher shall not receive credit for work taken while in paid status, including PIR days. The use of Personal Leave shall not constitute "in paid" status for this purpose. The District may provide dollars for registration or instructor expenses for District sponsored course work. A teacher may not get salary step-up credit unless that teacher has paid the tuition. Tuition is defined as the dollar amount paid to a college or university for credits. A teacher may not get salary step-up credit if the District has provided any release time.

- H. All courses which are to be presented for movement on the salary schedule must be approved within 30 days following the registration for that course. Courses proposed for advancement on the salary schedule will be evaluated and acceptable courses decided by the Human Resources Director. Approved courses allow advancement on the salary schedule.
  
- I. To be acceptable toward advancement on the salary schedule, courses resulting in college credit(s) must be earned from an accredited college or university and shall include:
  - 1. Courses directly related to individual teaching assignment or endorsed teaching field(s). For K-5 teachers, individual teaching assignment means any content course offered as part of the K-5 school curriculum.
  - 2. Courses of a general foundation nature in professional, educational curriculum.
  - 3. Courses which will apply toward an advanced degree in education. Administrative courses will be accepted if and when it can be shown by the teacher that such courses lead to an advanced degree in the field of education and are part of an approved degree program, or that they relate to the specific teaching area as well as contribute to the instructional competence of the individual. Generally, courses relating to a narrow administrative field or highly technical specialization will not be approved.
  - 4. Courses related to an extra-curricular assignment(s) or driver education, not to exceed six credits in any fifteen credits proposed for a lane change. If the teacher is a Health Enhancement teacher, more than 6 credits may be considered for coaching courses. Driver education courses will be approved for teachers already holding a Driver Education endorsement but will not be generally approved for those working toward such an endorsement.
  - 5. At least half of the 15 credits (7.5 credits) in a proposed lane change must be graduate level courses.
  
- J. Courses having a broad applicability including CEU units (according to OPI equivalency, 10:1 units to credits) to staff improvement but which do not necessarily fall within the above guidelines may be granted blanket approval, in advance, by either the Human Resources Director or the Credit Evaluation Committee or the Professional Development Committee upon petition. Such courses should address current in-service objectives, staff development and/or other objectives of the Board.
  
- K. Approval will not be given for two courses of the same title and/or number unless it is clearly shown that a significant difference of direct benefit not only to the teacher but also to the District is implicit in the repetition.

- L. No further evaluation of credits earned before July 1, 2002 will be conducted or granted for 15.4.
- M. Appeals involving evaluation of courses shall be resolved by a Credit Evaluation Committee consisting of the Assistant Superintendent of Instruction, the Human Resources Director, two teachers selected by the Association and the supervisor under whom the teacher is working. The Credit Evaluation Committee will evaluate and strengthen guidelines to meet the overall mutual objectives of the Association and the Board, that credits presented for movement not be simply a random collection of convenient credits, but rather a carefully considered, individual approach to staff development and professional improvement.
- N. All transcripts verifying salary step-up must be in the Human Resources Office no later than October 1 of each year. No teacher contracts will be revised for the current year except for those based upon the data received before October 1. September paychecks will not reflect increases for transcripts submitted after contracts originally issued in May.

#### 15.5 Pay Periods:

- A. Teachers may individually elect to receive their contract in ten or twelve payments.
- B. Payroll checks shall be issued on the 20th day of each month. If the 20th falls on a day when school is not in session, teachers shall receive their payroll checks on the last previous day that school is in session.
- C. The options for stipend payments to teachers with activity payments are:
  - 1. equal installments on the same basis as salary checks; this shall apply only to those people who are on teaching contracts with the District;
  - 2. during or after the work is performed.
- D. Balance of Contract: In the event that an employee selects a contract payment schedule that provides monthly amounts less than actual time calculated earnings, the balance of said earnings will be awarded upon termination. In the case of death of the employee, the District shall pay the balance of the earnings to the proper survivors or the estate of the deceased. Such payments are to be made within thirty days of termination of employment. It is not the purpose of this provision to interfere with the assessment of any bona fide pay deductions.



15.6 Itinerant Teacher Compensation: All itinerant teachers who are required to use an automobile to travel on a regularly scheduled basis will at the teacher's discretion:

- A. be paid the current allowable State mileage rate in accordance with 2-18-503 M.C.A. upon timely presentation of a District mileage claim form; or
- B. an additional itinerant teacher compensation factor as indicated below:

STEP	SITES	AMOUNT
1	2	\$325.00
2	3	\$490.00
3	4-5	\$650.00
4	6 or more plus travel to businesses and homes as well as sites	\$810.00

Travel stipends will be paid monthly in ten or twelve equal payments as selected by the teacher. Teachers who travel on an "as needed" basis will be paid the current allowable State mileage rate in accordance with 2-18-503 M.C.A. upon presentation of a District mileage claim form. Included in this are homebound teachers.

15.7 Professional Growth: The Board and the Association agree that it is essential that teachers model the standard of being life-long learners for students and that they continue to seek ways of improving instruction in their specific discipline(s). The Office of Public Instruction currently requires a certain level of continuing education in order to renew a teaching endorsement. As long as the Office of Public Instruction continues this requirement at the current level or higher, this will satisfy the professional growth expectations of the District. Teachers are required to renew their teaching endorsements with the Office of Public Instruction, register them with the County Superintendent and bring a copy to the Human Resources Office. It is understood that teachers who hold life certificates must also meet the requirements as defined by the Office of Public Instruction for renewal of teaching endorsements and that these requirements must be submitted to the Human Resources Office for verification of professional growth requirements.

15.8 Credits Earned While Under Contract:

- A. College Credits:
  - 1. College credits taken by a full-time teacher during the contract period of the school term shall not exceed seven credits per college quarter.
  - 2. College credits that are earned during regular working hours while under contract shall not be applied toward an advancement on the salary schedule. Exceptions must be approved by the Board prior to enrolling for such credits.

B. In-service Credits: Programs for in-service credit must be approved in advance by the Human Resources Director.

15.9 Professional Development Committee: In compliance with the Montana Accreditation Standards, the District has formed a Professional Development Committee. The majority of the Committee members will be teachers, and half the number of teachers plus one will be appointed by the Association. The Committee will generally meet one hour each month throughout the school year but may meet more frequently as a majority of the Committee determines. Committee members will be provided a minimum of one day of compensation at the per diem rate and/or one release day a year for planning. Committee members will also be given time following each meeting to provide information at the subsequent faculty meeting.

**ARTICLE 16 - ABOVE-SCHEDULE, ALLOWANCES FOR EXTRA DUTIES**

16.1 Indexed Schedule: The schedule listed below shall be used in conjunction with the levels in 16.3 to determine above-schedule allowances for performing extra duties. Each index value is multiplied by the base (BA minimum) of the teacher salary schedule to obtain dollar amounts, provided, however, that the schedule shall not be applied to reduce existing allowances at any level.

LEVEL	INDEX	LEVEL	INDEX
1	.1531	5	.0495
2	.1350	6	.0315
3	.0923	7	.0158
4	.0742	8	.0135

16.2 Assignments: Position openings for extra-curricular activities will be posted in the District. The selection of staff to fill extra-curricular openings shall be in accordance with policy as adopted by the Board.

A. All employees who are contracted for the following extracurricular duties shall have these assignments made a part of their regular teaching contract:

- High School Orchestra
- Middle School Band
- High School Band
- Middle School Orchestra
- High School Choral
- High School Journalism
- Middle School Choral

All employees who are contracted for other Head Coaching Assignments will have those assignments made a part of their regular teaching contract for the first ten consecutive years they are employed as a teacher. Employees who are contracted for all other extracurricular assignments will have one assignment made a part of their regular contract for the first five consecutive years they are employed as a teacher. Teachers are encouraged to participate for longer than five years and in more than one activity. After the required contracted years, (ten or five), extracurricular assignment will be continued from year to year unless written notification is received in the Human Resources Office from the Employee at least six months prior to the beginning of the activity.

- B. The District is not required to continue any extracurricular activity and any employee may be released from their assigned extracurricular duties at the discretion of the District.
- C. Position openings for extracurricular activities will be posted and filled in accordance with District Policies.
- D. Nothing in this section will limit the Superintendent or his/her designee from considering requests to be released from coaching or activity assignments, should that be deemed in the best interest of the teacher and the District.
- E. Extra-curricular stipends are not considered part of the "same salary" guaranteed to tenured teachers in Montana Law.

### 16.3 Extra-Curricular Activity Levels:

Middle School Activities Coordinators \$7,500 (for all three seasons, or \$2,500 per season).

#### A. High School Activity Stipends:

1. A High School Stipend Committee consisting of the High School Activities Director, a BEA representative, and three High School teachers, under the direction of the High School Principal, will meet prior to November 30 every year to review appropriate placement of Extra-Curricular activities using the stipend criteria. As a part of the review process, the High School Stipend Committee will report their findings to the building Administration and Activities Director for budgetary planning purposes, making it possible to adjust stipend levels on a yearly basis.
2. The Extra-Curricular sponsor may request a consideration for stipend to be reviewed by the Building Administration and the High School Stipend Committee in order to make the appropriate stipend level recommendation. The Committee will report to the Building Administration who may request budget approval for creating additional stipends. The District is not obligated to create additional stipends.
3. High School Extra-Curricular Activity stipends will be determined based upon the contractually- negotiated level and corresponding index.

SEE MOU ADDENDUM FOR CORRESPONDING EXTRA-CURRICULAR ACTIVITY LEVELS, INDEX AND COMPENSATION AMOUNTS.

NOTE: Extra-curricular activity stipends at any level may be split upon the specific written recommendation of the athletic director, music supervisor, and/or principal if agreed to by the individuals receiving the split stipend and approved by the superintendent.

Longevity Factors: The District and Association agree to recognize longevity for in- district service only, following this formula:

Years In-District	Factor
0-3	1.00
4-7	1.04
8-11	1.08
12-15	1.13
16+	1.18

Example: Stipend x Factor= Stipend w/Longevity  
 (\$6,000 Head Coaching stipend Girls' Basketball) x (1.04 for five years of in-district service to Basketball)= \$6,240 stipend with longevity.

- A. Experience credit is based on three categories for each program area. They are: Head position, High School Assistant (9-12), and Elementary (K-8).
- B. Longevity experience can be carried down within a program area, but not up. Example: A head coach experience is counted for someone wishing to serve as an assistant coach or elementary coach in the same program. Elementary and Middle school experience is only accumulated for the elementary longevity category.
- C. Experience is granted only within the assignment for each specific program area (Example: A golf coach with 10 years of in-district service in that position, but with no Football Coaching experience is hired to be a Football Coach. For the Football assignment, he or she would have 0 years of in-district experience.)
- D. Experience will not be specific to gender. Example: A person who is the Girls' assistant basketball coach for four years, then moves to assistant Boys' basketball for one year, would accumulate five years of assistant basketball coaching.
- E. The 2007-2008 school year will be the first year counted towards longevity. No experience earned prior to 2007-2008 will be counted. All current coaches hired prior to 2008-2009 will be placed at step 0 for 2007-2008; therefore the first year any coach would move to the 1.04 factor is 2011-2012.

## ARTICLE 17 - FRINGE BENEFITS

- 17.1 Effective Date: The insurance coverages described in 17.2, 17.3 and 17.4 will go into effect September 1 of each contract year.
- 17.2 See revised 17. 2 Health Insurance in MOU Addendum.
- 17.3 Dental Insurance: The District shall provide a Dental Insurance Plan for a full-time employee and family. The District agrees to pay up to \$25.00 of the monthly premium (prorated for part-time employees). The portion of the premium not contributed by the District shall be borne by the teacher and paid by payroll deductions. Upon termination of employment, all District participation and contributions shall cease, effective on the last day of the month.
- 17.4 Life Insurance: The Board agrees to provide individual term life insurance coverage as follows:
- A. \$50,000 worth of term life insurance coverage for each contracted teacher who is more than halftime.
  - B. \$25,000 worth of term life insurance coverage for each contracted teacher who is halftime or less.
  - C. This first took effect December 1, 1986.
- 17.5 Selection of Carriers: If the District elects to discontinue the self-funded plan and go with a fully insured plan, the Association will have the right to select its insurance carrier after program specifications have been agreed to through the negotiating process.
- 17.6. District Insurance Committee: The District Insurance Committee shall review and make recommendations to all District employee groups and the Board of Trustees on matters concerning the District's Health and Dental insurance program. This committee shall be composed of representatives selected from each of the District's employee groups based on a pro-rata depending on total membership. The total size of the committee shall not exceed ten members plus two administrators, one of which must be the plan administrator. This Committee shall function for the duration of the agreement.
- 17.7 Continuity of Coverage: All insurance coverage under this article shall remain in force during the life of this Agreement and until the effective date of a ratified successor agreement.
- 17.8 Claims Against the District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the District as a result of denial of insurance benefits by an insurance carrier.

## ARTICLE 18 - RETIREMENT COMPENSATION

### 18.1 Retirement Compensation:

- A. If a teacher retires from duties after reaching the minimum age fixed by law for retirement or after having performed professional duties in this District for not less than ten years, he/she shall be paid a retirement stipend. This stipend shall be considered as part of the salary of the final year of service, but shall be paid at the close of the year, after the retirement has become a fact. The amount of the stipend shall be determined by allowing \$100 for each full school year or major fraction of the school year during which the retiring teacher has been employed in the schools of this District, provided, however, that in no case shall the stipend amount to more than \$2,400.
- B. Exceptions:
  - 1. Any teacher having between 25 and 29 years of District-credited experience shall be entitled to \$130 per year of actual District service, provided, however, that in no case shall the stipend amount to more than \$3,770 for such teachers.
  - 2. Any teacher having more than 29 years of District-credited experience shall be entitled to \$170 per year of actual District service, provided however, that in no case shall the stipend amount to more than \$5,100 for such teachers.

18.2 Death Benefits: In the case of a teacher's death during the contract year following written notice of intent to retire, the retirement stipend will be paid to a designated beneficiary.

## ARTICLE 19 - EFFECT OF AGREEMENT

- 19.1 Changes in Agreement: For the term of this Agreement, no change shall be made in any provision of this Agreement, unless by mutual consent of the parties hereto.
- 19.2 Compliance of Individual Contract: Any individual contract between the Board and a teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- 19.3 Savings Clause: If any provision of this Agreement or any application thereof to any teacher is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party, negotiations shall immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties.

19.4 Nondiscrimination Clause:

- A. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, domicile, residence, or family relationship to another teacher or employee.
- B. In compliance with the U.S. Department of Civil Rights, the following stipulation serves as notice to the employees of the District who are teachers:

Bozeman Public Schools District No. 7 is an equal opportunity institution. It is the policy of the District not to discriminate in its educational programs and activities, or in employment on the basis of race, color, national origin, age, sex, handicapping status, veteran status or religion.

- C. Inquiries regarding any of these matters may be referred to the District's Title IX/Section 504 Coordinator. Employees will be notified at least annually by announcement posted in all schools and in teacher lounges as to the person and address/telephone that has been designated Coordinator. Inquiries may also be addressed to the U.S. Department of Civil Rights, 1961 Stout Street, Denver, CO 80294.

19.5 Duplication and Distribution: Copies of this Agreement shall be printed at the expense of the Board. Copies shall be presented to all teachers now employed or hereafter employed by the Board. The Association shall be provided up to twenty-four copies of this Agreement upon request.

19.6 No Strike/No Lockout: For the term of this Agreement all disputes and disagreements between the parties shall be resolved by the grievance procedure contained in this Agreement. Therefore, the Association agrees that there will be no interruption of work by the Association. The Employer agrees not to lockout the Association during the term of this Agreement.

## ARTICLE 20 - COMPLETE AGREEMENT

This agreement constitutes the complete Agreement between the parties. Any amendment supplemental hereto shall not be binding upon the parties unless executed in writing. The parties acknowledge that each has had the unlimited right and opportunity to make proposals upon all subjects of bargaining during the bargaining process. Therefore the parties agree that for the life of this Agreement, each waives the obligation of the other party to bargain during the term of this Agreement. This waiver does not apply to negotiations concerning a successor Agreement.

**ARTICLE 21 - DURATION**

This Agreement shall become effective July 1, 2021 and continue in effect until June 30, 2025. In witness whereof, the parties hereunto set their hands and seal this 1st day of July 2021.

FOR: Bozeman Education Association

  
\_\_\_\_\_  
President, BEA

  
\_\_\_\_\_  
Secretary, BEA

FOR: Board of Trustees, Bozeman  
School District No. 7

  
\_\_\_\_\_  
Chair, Board of Trustees

  
\_\_\_\_\_  
Clerk, School District No. 7



GRIEVANCE REPORT FORM

BOZEMAN SCHOOL DISTRICT No. 7.

Page 1 of 2 (use additional pages if necessary)

Grievant:

Date of Grievance:

STEP 1 - Statement of Grievance:

Contract Provision(s) Allegedly Violated:

Action or Relief Requested:

Grievant Signature:

Date given to Immediate Supervisor:

Immediate Supervisor's Response:

Immediate Supervisor's  
Signature:

Date given to Grievant:

STEP 2 - Appeal to Superintendent (reasons for appeal):

Grievant Signature:

Date given to Superintendent:

Grievant:  
necessary)

Page 2 of 2 (use additional pages if

Superintendent's Response:

Superintendent's Signature:

Date given to Grievant:

STEP 3 - Appeal to Board of Trustees (reasons for appeal):

Grievant Signature:

Date given to Board of Trustees:

Board's Response:

Board Chair's Signature:

Date given to Grievant: