

COLLECTIVE BARGAINING

AGREEMENT

2023-2024

By and Between

DILLON SCHOOL

DISTRICT #10

And the

BEAVERHEAD EDUCATION ASSOCIATION

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is entered into this 1st day of June 2023, between the BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 10, of Dillon, Beaverhead County, State of Montana, acting in the name of said District, hereinafter referred to as the "Board", and the BEAVERHEAD UNIT, MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE), of Dillon, Montana, hereinafter referred to as the "Association."

I. Agreement All-inclusive. This instrument contains all provisions of the Agreement between the Board and the Association on all matter's negotiable for agreement in accordance with law, and neither party hereto shall be required during the term hereof to negotiate for agreement upon any issue whether or not such issue is mentioned herein. All existing policies not specifically referred to in this agreement shall be maintained in effect in the district at the time this agreement is signed.

II. Duration of Agreement. All provisions of this agreement shall become effective July 1, 2023, or on ratification by the Association once it has been ratified by the Board, whichever occurs later, and shall continue in effect until June 30, 2024. Said Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless the Association or the Board gives written notice, no later than March 15th, prior to the aforesaid expiration date of any anniversary thereof, of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions.

III. Rights of the Board.

Section 1. Inherent Managerial Rights. The school district is not required to and is not permitted to meet and negotiate on matters of inherent managerial prerogatives, which include but are not limited to the following: directing employees; relieving employees from duties because of lack of work or funds under conditions where continuation of such work is inefficient and non-productive; maintaining the efficiency of government operations; determining the methods, means, job classifications, and personnel by which government operations are to be conducted; taking whatever

actions may be necessary to carry out the missions of the school district in situations of emergency; and establishing the methods and processes by which work is performed. The exclusive representative further agrees that all management rights, functions and prerogatives, not expressly delegated in this Agreement, are reserved to the school district.

Section 2. Management Responsibilities. The parties recognize the right and obligation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations. The parties recognize that all teachers covered by the Agreement shall perform the teaching and teaching-related services prescribed by the school district. The parties also recognize the right, obligation and duty of the board of trustees and its duly designated officials to promulgate rules, regulations, directives and orders insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the school district, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Montana, Federal laws, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

IV. Association Recognition. The Board hereby recognizes the Association as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all contracted teachers in the appropriate unit.

V. Employee Rights

Section 1. Appearances Before Employer. Upon the request of the employee, an Association representative may accompany the employee during any required appearances before the employer or its agents concerning any matter that the employee reasonably believes could lead to discipline or where discipline is to be meted out. It is understood this representation does not apply to instructions regarding work performance unless as part of a plan of improvement.

Section 2. Safety and Well Being. Employees will report all actual or potential safety hazards to their immediate supervisors and union representatives so they can be investigated and corrected.

Section 3. Employee Discipline and Discharge.

a. Cause. Employees, who have completed their probationary period, shall be disciplined and/or discharged for just cause.

b. State and Federal Rights. Nothing in this Agreement shall be construed to deny or restrict any rights that either the employer or the employees may have under the laws of Montana and the United States.

Section 4. Labor Management Committee. The Board and the Association have established a Labor Management Committee. The purpose of the committee is to discuss, explore, study, and propose solutions to workplace issues, specifically those referred to in this agreement. The committee does not have authority to change, modify, delete, or amend any part or provision of this agreement.

The committee will abide by the membership, makeup, and meeting times as have been established by the Dillon Elementary LMC charter.

VI. Grievance and Mediation Procedure.

Section 1. Grievance Definition. A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representatives. The teacher, administrator, or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations.

a. Extension. Time limits specified in this Agreement may be extended by mutual agreement.

b. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

c. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

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

Section 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated, and the particular relief sought within thirty (30) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the school district's designee.

Section 5. Adjustment of Grievance. The school district and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the school district in the following manner:

a. Level I. If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

b. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, or his/her designee, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after the receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

c. Level III. If the grievance has not been resolved at Level II, the grievance may be presented to the Board of Trustees for consideration provided such appeal is made in writing within twenty (20) days after receipt of the decision in Level II. The Board of Trustees reserves the right to review or not to review the grievance but must make that decision within fifteen (15) days after receipt of the written appeal. In the event the Board of Trustees chooses to review the grievance, the Board or a committee or representative(s) thereof shall, within fifteen (15) days, meet to hear the grievance. After this meeting, the Board of Trustees shall have a maximum of fifteen (15) days in which to decide the grievance in writing.

d. Denial of Grievance. Failure by the school district to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level. This shall not negate the obligation of the school district to respond in writing at each level of this procedure.

e. Step Waiver. Provided both parties agree in writing, any level of this grievance procedure may be bypassed and processed at a higher level.

Section 6. Arbitration.

a. Procedure. In the event that the parties are unable to resolve a grievance, it may, at the sole discretion of the Association, be submitted to arbitration as defined herein, provided a notice of appeal is filed in the office of the Superintendent within five (5) days of the receipt of the decision of the school district in Level III.

b. Selection of Arbitrator. Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, either party may request the Board of Personnel Appeals to submit, within ten (10) days, to both parties, a list of five (5) names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking two (2) names each from the list in alternate order, and the name so remaining shall be the arbitrator. Failure to request an arbitration list from the Board of Personnel Appeals within the time periods provided herein shall constitute a waiver of the grievance.

c. Hearing. The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.

d. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. In cases properly before him/her, decisions by the arbitrator shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided by Montana Law.

e. Expenses. Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expense which the party incurs in connection with presenting its case in arbitration. A transcript of recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses for the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

f. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy as defined in Article III of this Agreement. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligation of the school district to efficiently manage and conduct its operation within its legal rights in the operation of the school district.

VII. Basic Compensation.

Section 1. Basic Compensation.

a. Rates of Pay. The wages reflected in Schedule(s) A, the Salary Schedule, attached hereto shall be effective for the 2023-24 school year and

teachers shall advance one (1) increment on the salary schedule per year.

b. Base Salary and Increases. The base salary for **2023-24 will be \$39,841.**

If this agreement is automatically renewed, subsequent base salaries will increase by a percentage equal to the percentage increase in the Consumer Price Index-Urban, All Items, for a twelve-month period ending in November.

c. Work Day. The normal teacher workday will be 8:00 a.m. - 3:45 p.m., Monday through Thursday and 8:00 a.m. – 2:45 p.m., Fridays, however, start and end times may be adjusted by mutual agreement, with no teachers' workday to exceed 7.75 hours in length. PIR days shall not exceed six (6) hours excluding a meal break. The District reserves the right to have staff stay until 4:30 p.m., a maximum of two Wednesday's per month, one (1) for staff development and/or general staff meetings and one (1) at teacher discretion. The district reserves 2 (two) teacher discretion Wednesdays, at the district's discretion, if needed. Teachers will provide documentation about teacher discretion days to their administrator.

Section 2. Placement on Salary Schedule. The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

a. Eligibility. Credits to be considered for application on any educational lane of the salary schedule must be within the prescribed course of study at an accredited college or university.

b. Prior Approval and Acceptable Credits. To apply on the salary schedule, all undergraduate credits beyond a degree must be approved by the Superintendent in writing. To apply on the salary schedule, graduate credits earned must be within the field of education, major area, minor area, or teaching assignment.

c. Effective Date. Subject to subdivision 2 hereof, individual contracts will be modified to reflect qualified educational lane changes once each year effective at the beginning of the school year, providing the superintendent has been notified prior to May 1st of said lane change and a transcript of qualified credits is submitted to the Superintendent's office no later than September 1st. If a transcript is not available by September 1st, no pay adjustment shall be made until the official transcript is received and said adjustment will not be retroactive.

d. Advanced Degree Program. A teacher shall be paid on the master's degree education lane or higher educational lane only if the degree is within the field of the teacher's major or minor or is a degree in the field of education. Staff members changing their teaching fields from a major or minor cannot retain the right of a higher degree on the schedule. Staff members new to the system and holding an advanced degree in a field foreign to the elementary or junior high program cannot expect to be placed on the salary schedule of the advanced degree.

e. Application. Credits to apply to educational lanes beyond a particular degree lane, must be earned subsequent to the earning of the degree, and must be taken at an accredited college or university.

f. New Employees. A teacher newly employed who has had experience in other school systems or in other fields of endeavor will be initially placed on the salary schedule according to experience and educational qualifications.

Section 3. Pay Deduction. Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days as specified in the school calendar shall be deducted for each day's absence.

Section 4. Pay. All payments made hereunder shall be made on the 25th day of each month by crediting the teacher's account at the employees' chosen financial institution for the amount due each month. If date payment is due falls on a weekend or legal holiday, payment will be made the last working day preceding.

VIII. Extracurricular and Duty Compensation.

Section 1. Extracurricular Compensation. Salaries for extra-curricular assignments shall be at a rate of the base salary:

<u>5%</u>	<u>4%</u>	<u>3%</u>	<u>2%</u>
7th & 8th Basketball	Cross Training	6th Basketball	Math Counts
7th & 8th Volleyball	Cross Country	6th Volleyball	Asst XC
Wrestling		Yearbook	Spanish Club
Track		Asst FB, VB, BBB.	Acad Olympics
Football		Asst GBB, TR, WR	
Computer Lab		Student Council/TEAM	

Section 2. Duty Compensation. Salaries for Bus and Lunch Duty assignments shall be at the rate of-Lunch.....\$12.37 per day plus lunch Bus..... \$8.66 per day

Section 3. Assignment of Extracurricular Duties. The Superintendent or his/her designee may assign the teacher to extracurricular assignments, subject to established compensation for such services, which exceed the teaching or non-teaching services prescribed in the basic contract. Extra assignments associated with additional compensation shall not be construed to be a tenure assignment unless expressly so provided in the individual contract.

Section 4. Release Time. The staff will be authorized release time by the Superintendent or his/her designee for curriculum committee work during school hours. If curriculum work takes place outside the regular school day, the staff will be granted equivalent compensation time.

IX. Professional Dues.

Section 1. Dues Deduction Authorized. The District agrees to deduct in ten (10) equal installments from the salaries of all employees such monies for annual unified membership dues of the Montana Federation of Public Employees, MFPE, and the Beaverhead Education Association, as well as other Association contributions as individually authorized by the employee using the Association's membership or other written authorization as submitted by the employee to the District. Deductions for employees who submit their authorizations to the District after October 1st shall be prorated so that the full amount authorized is deducted, in equal payments, by the end of the school year.

Section 2. Duty of Fair Representation. The Association, as exclusive representative of all employees covered by this agreement, will represent all such persons fairly whether members or not. No employee shall be required to join the Association, but membership in the Association shall be made available to all who apply, consistent with the Association constitution, bylaws, and policies.

No employee shall be required to become a member of the Association as a condition of employment.

The Association agrees to indemnify and hold harmless the School District, the Board, each individual Board member, and all administrators against any and all claims,

suits, or other forms of liability, and all court costs arising out of the provisions in this Agreement between the parties for dues and fee deduction. The defense of any such claims, suits, or other forms of liability shall be the sole responsibility of the Association and its attorneys.

Section 3. Notification and Transmittal of Monies.

a. Current Rate. The Association will certify to the District, in writing, the current rate of annual unified membership dues and Rep Fee amounts.

b. List of Employees. By October 1st of each year, the Association will provide the District with a list of those employees who have authorized the Association to allow the District to deduct annual unified membership dues.

X. Leaves of Absence.

Section 1. Sick Leave.

a. Days Given. A full-time teacher is given sick leave at the rate of thirteen (13) days for each contracted year in the employment of the school district. These days will be added to the previous year's accumulation, bringing the total to a possible maximum of 133 sick days in any given year.

b. Unused Days. Upon leaving the system, a teacher shall be entitled to be reimbursed for 1/4 of any sick days not used up to a maximum of 130 days.

c. Allowance of Sick Leave. Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to illness, medical appointments or accident which prevented the teacher's attendance at school and performance of duties on that day or days.

d. Medical Certificate. The school district may require a teacher to furnish a medical certificate from a licensed physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised.

e. Deductions. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

f. Sick Pool. A teacher must contribute two (2) days to the pool to be eligible to apply for its use. If a teacher has exhausted all of his/her sick days and his/her personal days, he/she may request in writing to the Association to receive up to 50 days

from the sick leave pool. The number of days granted from the sick pool shall be governed by the Association's sick pool policy. These days must be in accordance with the district sick leave policy. The Association will then notify the district clerk, in writing, as to the number of sick leave pool days being granted the requesting teacher by the Association. All teachers who have not previously contributed would be given a chance to donate each September. When the pool is depleted to 50 days, to retain eligibility, a teacher must contribute one additional day to the pool. If a teacher utilizes the pool one year, a teacher must be assessed two days the following September.

g. Maternity/Paternity and Adoption Leave. Any teacher may utilize a maximum of 30 working days for maternity/paternity or adoption leave. Said leave must be the first 30 working days immediately following birth or adoption. Such leave shall be charged against a teacher's sick leave. The sick pool may not be utilized for this purpose. If additional leave is required, it will be pursuant to District Policy #5328, #5328P, and the Family Medical Leave Act. Notification for such leave must be made to the Superintendent in writing.

Section 2. Personal Leave.

a. Days. A full-time teacher shall be entitled to unquestioned personal leave based on years taught as determined by placement on the District #10 salary schedule as follows:

Years Taught	Days Allowed
0-10	5
11-20	6
21-up	7

b. Accumulation of Personal Leave. Unused personal leave may be accumulated not to exceed the number of days earned in any two consecutive years. Any unused days may be cashed out at the end of the school year at current **highest sub/guest teacher rate.**

c. Limitation. It is understood that a request for personal leave must be submitted to the Superintendent and shall be granted on a first come-first served basis, limited to fifteen percent (15%) of the staff members at one time.

Section 3. Association Leave. Six days' leave will be granted for Association unit

business and unlimited leave will be granted for Region and State Association officers with prior arrangements to be made with the administration.

XI. Group Insurance.

Section 1. Selection.

1. Carrier selection is decided jointly by the Association and the Board.
2. An insurance committee made up of the Association and Management shall be created to review the policy selection.
3. Policy selection is the sole right of the Association

Section 2. Health and Hospitalization Insurance. The health insurance premium shall be paid monthly according to the following schedule:

Insurance Caps:	<u>\$1,008.37</u> – Family
	<u>\$ 773.38</u> – Parent/Child
	<u>\$ 812.38</u> – Two Party
	<u>\$ 420.93</u> – Single

This policy is for each contracted teacher (and dependents) employed by the school district who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan.

Section 3. Claims Against the School District. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contribution. A teacher is eligible for school district contribution as provided as long as the teacher is employed by the school district. Upon termination of employment at the end of the school year, a teacher shall be covered until August 31st of the termination year.

Section 5. Flexible Benefits Accounts. The school district agrees to the establishment of a flexible benefit account as defined within the provisions of Sec. 125 of the Internal Revenue Code. The staff may participate in this plan. Participation must be sufficient to make the administration costs revenue neutral for the District. If the plan is not revenue neutral to the district, the participants will share equally in the additional administration costs.

XII. Early Out Compensation.

When the district determines that it wishes to offer an early out retirement incentive, the School Board shall seek the input of the Association. All teachers who meet the conditions of the offered retirement incentive shall be allowed to participate.

XIII. Job Sharing.

Job Sharing is a procedure whereby two teachers other than substitutes share one (1) full-time position. Teachers desiring to share a position must submit such requests to the superintendent no later than March 1st of the year preceding the job-sharing request. The District shall determine by July 1st whether or not to honor the request. It is the intent of the parties to conscientiously work toward a positive job share relationship. Reasons for denial will be given upon request.

Prior to entry into the job share, teachers and principals will develop, in writing, a proportionate work time agreement on such issues as prep time, conferencing and reporting responsibilities, PIR days, attendance at required meetings, coverage of class during one teacher's absence and arrangements which shall insure intra-team communication necessary to support the classroom/program.

If the job-sharing dissolves because one of the teachers moves to a different position, resigns, goes on a leave of absence, etc., the district may either transfer or assign the remaining teacher into a contracted teaching position on a full-time basis.

The two teachers will work with the building principal and superintendent to establish the working relationship between the parties involved within the following parameters:

1. Only two (2) teachers may share a position.
2. Each teacher will be issued a standard teaching contract with a salary proportionately based on his/her salary position for the amount of time to be shared. (i.e., half time = half salary).
3. The teachers will have first opportunity to substitute for each other at the normal substitute pay rate, or by changing the work-hour or day pattern with the principal's prior approval.
4. Teachers will advance on the salary schedule same as a full-time employee.
5. Entering into a job-sharing relationship does not waive any legal rights under

Montana code or contract rights under the Master Agreement unless waived under this article.

6. Teachers must establish their work schedule with their principal's approval.
7. Should a full-time position become available, job-sharing teachers may apply for said position.
8. Teacher will receive pay and benefits according to work schedule. (i.e., half time teacher = half pay and half benefits).
9. At no time can job sharing cost the District more than one FTE in salary or benefits for the shared position.

XIV. Reduction In Force.

Section 1. Procedure. In the event the School District determines the need to reduce certified staff/layoff teachers, the provisions of this Article shall apply.

Section 2. Definitions.

a. Teacher: The term teacher used in this Article shall refer only to tenured teachers, regularly employed by the School District.

b. Days: Days means calendar days, unless otherwise stated.

Section 3: Seniority.

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

b. Non-tenured teachers shall not acquire seniority until they acquire tenure and upon acquisition of tenure, their seniority date shall revert back to their first day of continuous service.

c. A teacher whose employment was terminated for reasons other than resignation but who was reinstated without interruption shall be considered to have been continuously employed.

d. Certified teachers employed by the School District in professional positions outside the teacher's unit, i.e. administrators, shall maintain seniority in the teacher's unit consistent with total teaching service in the School District.

e. In the event that seniority is equal for purposes of layoff, the second order will be determined by the number of years of teaching experience outside the school

district. The final order, if needed, shall be determined by lot.

Section 4: Seniority List Before January 15th of each school year, the School District and the Association shall prepare and post a seniority list in an official place in each building. Such list shall include each teacher's name, date of employment, area(s) of certification and endorsement.

Section 5: Voluntary Layoff. Senior teachers may accept voluntary layoff during a period when the School District is placing tenured teachers on layoff. Teachers accepting voluntary layoff will, as do all teachers on layoff, continue to accrue seniority. Voluntary layoff shall be for a period of the succeeding school year unless altered by mutual agreement. Unless it has been mutually agreed to extend the voluntary layoff, Teachers shall notify the superintendent's office in writing before February 1st of their intent to return. Upon return, the laid off teacher will be placed in his/her previous assignment or a comparable assignment.

Section 6: Order of Layoff. Tenured teachers shall be placed on layoff in inverse order of seniority. The School District retains, consistent with the provisions of this Agreement, the right to assign teachers to positions for which they are certified. However, the School District shall seek volunteers who are appropriately certified prior to reassignment of staff. The District reserves the right to accept or reject any or all volunteers. The School District shall not be required to transfer a more senior teacher to an assignment requiring different certification in order to accommodate the seniority claim of a teacher proposed for layoff.

a. In the event the District determines to reduce the staff, non-tenured teachers shall be laid off first. A tenured teacher shall not be placed on layoff if there is a non-tenured teacher employed in a position for which a tenured teacher considered for layoff is certified.

b. If the determined reduction is not accomplished by Subsection 1 hereof, the layoff of non-tenured teachers, the School District may place on layoff tenured teachers in order of inverse seniority within certification.

Section 7: Recall.

a. No new teacher shall be employed by the School District in a position for which a laid off tenured teacher is certified. Tenured teachers shall be recalled to vacant positions in reverse order of layoff provided that such teacher(s) is certified for

the position(s).

b. When placed on layoff, a teacher shall maintain a current address with the School District and if a position becomes available for the teacher on layoff, the School District shall provide written notice by Registered Mail, Return Receipt Requested. The teacher shall have ten (10) calendar days from the date of receipt of such notice to accept or reject re-employment. Failure on the part of the teacher to accept or reject re-employment within the ten (10) calendar days of receipt of the recall notice shall constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.

If the School District is unable to effect delivery of a Registered letter, Return Receipt Requested at the last address left with the School District by the teacher, the District after twenty (20) days shall send a notice by Certified Mail and the ten (10) day period provided herein shall commence running at the time the notice by Certified Mail is sent.

c. Re-employment rights shall automatically cease twenty-four (24) months from the last day of work in the bargaining unit for the School District and no further rights to reinstatement shall exist.

Section 8: Effect.

Nothing in this article shall be construed to limit the authority of the School District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff. Therefore, such actions shall not be subject to the grievance procedure in this Agreement.

Section 9: Benefits.

Any employee re-employed by exercising his/her recall rights shall be given full salary, related benefits and experiences which are accrued to him/her at the time of reduction. Employees on layoff may continue insurance if they pay the entire amount of the premium. Employees who accept a part time position as a result of a layoff shall retain their recall rights until they have twice (2) not accepted an equivalent full-time position. Other employees shall also forfeit recall rights if they twice (2) refuse an equivalent position. Employees who have voluntarily been laid off shall retain all days of accumulated sick leave. Employees who are otherwise laid off shall retain all days of accumulated sick leave unless they choose to be paid for such. Upon reinstatement,

these employees may choose to reimburse the district for paid out sick leave in order to reinstate all accumulated sick leave

XV. Reassignments and Transfers.

Section 1. Reassignments. Employees shall be informed regarding their assignments by July 15th prior to each school year. Should the district change the assignment of a teacher after July 15th, the teacher shall be paid an additional \$400 for the necessary planning and preparation.

Section 2. Transfers. All certified positions that become vacant and which the District determines as being needed for the ensuing year will be first opened internally for a period of ten (10) working days.

a. Teachers wishing to fill the position(s) must submit a written transfer request to their building principal. Teachers with similar experience, training, and certification may fill the vacancy with the recommendation of the building principal and approval of the Board.

b. Openings may be filled internally after the internal interview process is completed with approval of the Board; however, the District reserves the right to open the job to the general public should it so desire.

Section 3. Position Trades. Teachers with similar experience, training, and certification may trade positions with the approval of the building principal. Requests for position trades for the following school year must be submitted by March 1st. Position trades will be evaluated by the building principal at the end of the first year and may be rescinded at that time.

XVI. State Law to Control. It is understood that nothing herein contained shall be interpreted as attempting to circumvent the requirement that an individual contract of employment with each teacher employed by the Board must be executed as provided by law. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling. If individual contracts are issued during negotiation, mediation, or fact finding or before the Agreement has been reached between the Board and the Association, the provisions of each individual contract shall be adjusted to comply with terms and conditions of the final Agreement once it has been consummated.

IN WITNESS WHEREOF, The Chairman and Clerk of the Board, by authority vested in them pursuant to resolution passed by a majority of the Board have, on behalf of the Board, subscribed their names and affixed the seal of the Board, and the President and Secretary of the Association, by authority vested by Resolution passed by a majority of the members of the Association, have hereunto subscribed their names on behalf of the Association, on the day and year first above written.

BOARD OF TRUSTEES
SCHOOL DISTRICT NO. 10
DILLON, MONTANA

BY: _____
CHAIRMAN

ATTEST:
BY: _____
CLERK

BEAVERHEAD UNIT, MONTANA FEDERATION of,
PUBLIC EMPLOYEES (MFPE)

BY: _____
PRESIDENT

ATTEST:
BY: _____
SECRETARY

CERTIFIED SALARY INDEX

2023-2024

YRS EXP	B.A.	B.A. +10	B.A. +20		M.A.	M.A. +10	M.A. +20	M.A. +30
0	39,841	40,837	41,833		44,821	45,817	46,813	47,809
1	42,231	42,829	43,825		46,813	47,809	48,805	49,801
2	43,825	44,821	45,817		48,805	49,801	50,797	51,793
3	45,817	46,813	47,809		50,797	51,793	52,789	53,785
4	47,809	48,805	49,801		52,789	53,785	54,781	55,777
5	49,801	50,797	51,793		54,781	55,777	56,773	57,769
6	51,793	52,789	53,785		56,773	57,769	58,765	59,762
7	53,785	54,781	55,777		58,765	59,762	60,758	61,754
8	55,777	56,773	57,769		60,758	61,754	62,750	63,746
9	57,769	58,765	59,762		62,750	63,746	64,742	65,738
10		60,758	61,754		64,742	65,738	66,734	67,730
11		62,750	63,746		66,734	67,730	68,726	69,722
12			65,738		68,726	69,722	70,718	71,714
13			67,730		70,718	71,714	72,710	73,706
14					72,710	73,706	74,702	75,698
15					74,702	75,698	76,694	77,690
16						77,690	78,686	79,682