

# LPS Collective Bargaining



2018-2020

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# **COLLECTIVE BARGAINING AGREEMENT**

## **ARTICLE I**

### **CONTRACT OF AGREEMENT**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Trustees of the Lewistown Public Schools and their successors in office, Fergus County, Montana, hereinafter designated as the Board and the Lewistown Education Association Unit of the Montana Education Association, hereinafter called the Association, pursuant to and in accordance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, Montana Codes Annotated, to provide the terms and conditions of employment for teachers for the duration of this agreement.

## **ARTICLE II**

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining, concerning the terms and conditions of the professional service for teaching employees. Teaching employees for this purpose are defined as:
1. Employees contracted as teachers, holding valid teacher certificates class 1, 2, 4, or 5 issued by the State of Montana, Section 20-4-206 M.C.A.
  2. Employees contracted as supportive staff holding a valid certificate or license as required by District Job Description and/or by law. These employee positions include: a) school psychologists; b) speech clinicians.
- B. Unless otherwise indicated, the term teacher, when used hereinafter in this agreement, will refer to all teaching employees as defined above.

## **ARTICLE III**

### **TEACHER RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he or she may have under Montana School Law.
- B. Teachers will not be required to disarm any student of an explosive device, lethal weapon, or search for explosives.
- C. The District and the Association recognize the importance of teacher involvement in the decision-making process in the Lewistown School District. In an effort to ensure that teachers have a voice, the Association shall provide a list of teacher names for any district committee that has teacher members. The Superintendent or the Association can request names.
- D. No teacher shall be reduced in rank or compensation, discharged, or otherwise deprived of any professional advantage without due process in accordance with 20-4-204, 20-4-206, and 20-4-207, MCA. (See Administrators' Handbook - Employee Relations.)
- E. Complaints/Concerns: When the District receives a complaint or concern, it shall be presented to the subject teacher not later than fifteen (15) working days from receipt, and the teacher shall be afforded the opportunity to respond or rebut. A Uniform Complaint Procedures Form or any other applicable form will be handled in accordance with District policy (5240 and 5240P).

F. Personnel Files:

1. 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.
2. Access to a personnel file shall be limited to the Board (as per Board Policy), the Administration, the teacher to whom the file refers, representatives of either party if necessary, and to others if the teacher gives permission.
3. 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, administrator notes 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 IV**

**ASSOCIATION RIGHTS AND PRIVILEGES**

- A. FACILITIES, EQUIPMENT AND SUPPLIES: The Association shall have the privilege of using school instructional facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

Space on the bulletin board in each teacher's lounge in each school shall be reserved for the exclusive use of the Association for the purpose of posting materials dealing with Association business. The Association shall have the privilege of using the interschool mail facilities and school mailboxes.

- B. MEETINGS: The Association shall have the privilege of using available school buildings at reasonable hours for meetings. Scheduling shall be subject to approval of the School District before the time and place of such meetings. The use of school buildings by the Association shall be subject to the right of the School District to make reasonable charges for such usage.
- C. SCHOOL OPERATIONS: None of the above-mentioned usages shall disrupt school operations.
- D. DUES CHECK OFF: The School District shall deduct from the salaries of teachers such monies for the Association dues and Association PAC (Political Action Committee) contributions as said teachers individually authorize the School District to so deduct. Commencing in October and each month thereafter the School District shall deduct in equal installments, the monies that the teacher has agreed to pay the Association during the period in the individual's authorization. New authorizations, when received by the School District during the school year, will be deducted in equal installments over the remaining monthly payments of the teacher's current contractual salary.

1. The Association will certify to the School District the current rate of membership dues.
2. The Association will provide names of new licensed personnel who have joined the Association. The Association will submit to the School District a form signed by the individual authorizing the deduction by the School District. This form is signed only when the individual joins the Association and will remain in effect until the individual leaves the district or cancels his or her membership.
3. The School District shall transfer all deducted monies, along with a list of the names for which deductions are made, to the Association treasurer on a monthly basis.
4. All remaining unpaid dues or fees shall be deducted from the final paycheck of a person leaving the employment of the School District before the end of the school year.

E. PROFESSIONAL REPRESENTATION FEE:

1. The Association, as the exclusive representative of all members of the appropriate unit, will represent all such persons fairly.
2. Every teacher who is not an Association member shall, as a condition of employment, pay to the Association an amount equal to the chargeable portion of annual unified membership dues.
3. No teacher 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 and bylaws.
4. Nonmembers of the Association may authorize payroll deduction of the professional representation fee in the same manner as described in Article IV.D.
5. Any dispute concerning the representation fee shall be solely between the affected bargaining unit employee and the Association. 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 of Article IV.E of this agreement between the parties for fee deduction. The defense of any such claims, suits or other forms of liability shall be the responsibility and under the control of the Association and its attorneys. Nothing in this section, however, shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of Article IV.E through representatives of its own choosing at its own expense.

- F. FACULTY MEETINGS: The Association will have the privilege to be placed on the agenda of faculty meetings as determined by the building principal.

**ARTICLE V**

**RIGHTS OF THE BOARD**

- A. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law.
- B. The District shall retain all rights, powers, functions and authority to operate the district and manage its affairs as outlined in state law except where specifically restricted by this agreement.

**ARTICLE VI**

**REOPENING OF NEGOTIATIONS**

- A. The Association, or its successor, shall notify the School District No. 1 Trustees of their desire to negotiate a new agreement on or before November 1, preceding the termination date of this agreement.
- B. In the event the Association or its successor request negotiation of a new agreement, the Association and the Board of Trustees agree to initiate negotiations on or before December 15, preceding the termination of this agreement.
- C. Either team desiring a special meeting shall make the request known to the Superintendent. The Superintendent will confer with both chairpersons to assign a time, date and place of mutual agreement.
- D. The full gaining committee will meet to review and agree on the intent of all language and changes to the negotiated agreement. Changes will be presented to the LEA and the Board of Trustees by the gaining team. Within one week of these presentations, either side may request one meeting of the gaining team to clarify any language changes made on the negotiated agreement to more accurately reflect the intent of the gaining team. No new issues may be brought forth. It is the sole responsibility of the gaining committee to accept or reject suggested clarifications of language. The final step will be voting on the negotiated contract by LEA and Board of Trustees.

## ARTICLE VII

### LEAVES

#### A. PROFESSIONAL LEAVE:

1. Temporary leave at full salary may be provided each teacher for visitation to other schools, attendance at education conferences, serving on committees, serving duties of professionally elected offices, and attendance at professional association conferences, conventions and assemblies if approved by the administration.
2. Temporary leave at full salary may be provided to officers or members of an association that may be identified with a subject or discipline for conventions:
  - a. In-state attendance may be allowed by consent of the Superintendent.
  - b. Out-of-state attendance must be presented to the Board of Trustees for approval.
3. Reasonable expenses shall be paid to the teacher(s) attending such meetings, unless such expenses are waived by mutual agreement between the teacher(s) involved and the administration. Such waivers of expenses should be in written form and signed by the involved party.
4. Teachers who participate during the school day in meetings, conferences, and/or assemblies whose purpose is to plan or execute negotiation proposals shall have deducted 1/187th of their annual salary per day of attendance. This does not include the Montana Education Association Annual IPD (Instruction and Professional Development) Conference.
5. School absences due to Delegate Assembly attendance, will result in a reduction in pay equivalent to the substitute pay rate for the participating teacher(s).

#### 6. LEA PRESIDENT WORK LEAVE

- a. The president of the Association shall be granted not more than one day per month in order to perform the duties of the office. Such leave shall be requested at the discretion of the president; however, the president shall make an effort to take the leave subject to the availability of a substitute. Such leave shall be requested in writing in advance and shall be authorized by the Superintendent or his designee.
- b. President work leave must be used to complete the duties directly related to Association business. Such leave shall not be used for political-action related activities in accordance with state law.
- c. President work leave days may not be carried over to a new year.
- d. President work leave shall not replace other leave days already allocated to the president.
- e. The Association shall reimburse the district for the substitute wages incurred during the president work leave time.

#### B. SABBATICAL LEAVE:

1. Sabbatical leave shall be granted for a purpose of study only after a teacher serves seven (7) consecutive years in the Lewistown Public School system and such leave shall be subject to approval of the Board.
2. A plan of study which shall lead toward advancement in the teaching or Board-approved field shall be submitted along with an application for sabbatical leave to the Board of Trustees. Such a plan shall include a statement of the educational goal(s) or complete description and rationale to alternatives for academic training.

3. No further sabbatical leave will be granted to the same person until the person has completed seven (7) additional years of teaching in the Lewistown Public School system.
4. A teacher on approved sabbatical leave shall be paid a \$3,000.00 stipend payable in ten (10) equal installments of \$300.00 per month. Such payments will be made during the months of September through June of the fiscal year in which sabbatical leave is taken. Prior to the receipt of any portion of the stipend, the teacher shall sign a promissory note for \$3,000.00. Should the teacher discontinue the established plan of study during the sabbatical leave period, the amount paid to that point should become due and payable to School District No. 1. Teachers completing the conditions of the approved application for sabbatical leave and one full school year of teaching in the District following the sabbatical leave shall have their obligation for payment of the promissory note canceled. The Board must approve any deviation from the above procedure.
5. A teacher on sabbatical leave may not accept employment that interferes with his/her study without loss of the stipend or any other benefits provided by the District during the period of leave.
6. The time during which a teacher is on leave of absence shall not be counted as experience for the purpose of advancement on the salary schedule.
7. Application letters for sabbatical leave are to be sent to the District administration office.

C. EXTENDED LEAVE:

Extended leave of absence without salary shall be provided for such reasons as family illness, involuntary military service, and maternity and may be provided for education and full-time office. At the discretion of the Board, teachers may receive up to full compensation by the District during an approved leave of absence to participate in an exchange-teaching program. Requests shall be made in writing, stating the desired length of time of the leave.

The teaching employee shall be informed in writing as to the action taken by the Board of Trustees on the request for the leave. Failure to comply with the conditions and terms of the agreement of the two (2) parties by the teacher may be grounds for dismissal.

1. Family Illness:
  - a. Family illness shall apply to a teaching employee and spouse and their grandparent, father, mother, sister, brother, daughter, son, and grandchild.
  - b. When a teaching employee becomes ill or injured whereby the period of convalescing is longer than the accumulated sick leave, said employee may apply for an extended leave of absence.
2. Education: Upon approval of the Board, an extended leave of absence may be granted to obtain additional education, participate in an exchange teaching program, travel, or participate in work programs related to professional responsibilities.
3. Campaign for/or Election to Public Office: Leave may be given for the length of time necessary for the campaign or term of the public office, not to exceed one (1) full year.
4. Military Service:

An employee required to perform active military service, either as a member of the Montana National Guard or a member of a reserve component of the military forces of the United States, shall be entitled to all rights and privileges granted to them by state or federal law.

5. Length of Leave of Absence:

- a. A leave of absence may be granted for a maximum period of one (1) school year.
- b. A leave of absence may not be extended to endure for a period to exceed one (1) school year except in case of military service.

6. Effective and Termination Dates:

- a. A leave of absence may become effective only at the end of a quarter or at the end of a school year.
- b. Upon the recommendation of the Superintendent and the approval of the Board of Trustees, a leave of absence may become effective on a date other than the close of business on the last day of a quarter, or be terminated on a date other than the close of business on the last day of a quarter.

7. Return to Position after Leave of Absence:

- a. A teaching employee who does not report for duty at the expiration of his/her leave of absence, and who does not resign, shall be dismissed from service.
- b. A teaching employee returning from leave of absence shall be entitled to a position, at approximately the same grade level and approximately the same subject field, which he/she held at the time of his/her request for leave. Credit for salary increments for the period of absence will be granted in cases of leave of ninety-four (94) school days or less.
- c. A teaching employee returning from a leave of absence, due to illness, shall submit a report of physical examination by a licensed physician in the field of the illness. Said report must attest to the physical ability of the teacher to fulfill his/her duties.

D. BUSINESS LEAVE: Two (2) days of business leave per school year shall be authorized for each teaching employee by the principal subject to availability of a substitute and advance notice of need for this leave. One (1) day of substitute's pay will be deducted from the teaching employee's salary for each day of authorized use of business leave.

E. DISCRETIONARY LEAVE:

- 1. A teaching employee shall be granted nine (9) discretionary days each year. Discretionary leave may be used for an illness (either employee's own or dependent's medical appointment or illness) or personal business.
- 2. Notification of intention to take leave for personal business should be submitted to the principal, who will forward the request for authorization by the Superintendent or his designee at least five (5) working days, but no less than twenty-four (24) hours before taking such leave, except in the case of an emergency.
- 3. When a teacher has used all nine (9) days of discretionary leave in one year, no further leaves for personal business will be granted.
- 4. Discretionary leave requested for personal business may be denied if more than six percent (6%) of the teaching staff is absent on personal leave at the time such leave is to be taken.
- 5. Requests for Discretionary Leave will be made and approved in advance based on the availability of substitutes. Requests for Discretionary 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 and/or Building Administrator.
- 6. Discretionary leave granted for personal business shall not be granted for less than one half (1/2) day.



7. Unused discretionary days shall be allowed to accumulate to one hundred sixty (160) days per employee as sick days in their sick leave bank. When the teacher has reached the one hundred sixty (160) days as sick days in their bank, he or she will be credited with nine discretionary days for the year, but at the end of the year the teacher will only carry a balance of one hundred sixty (160) to the next year.
8. Days used for illness shall be first deducted from the annual discretionary days. Days used for illness that exceed the annual discretionary leave shall be deducted from the accrued sick leave days credited to the teacher.
9. The full amount of accumulated leave and current year discretionary days will be available for use from the starting date of the contract.
10. Each licensed personnel may contribute one or more nonrefundable sick leave days to a common bank to be administered by the Association. Teachers who have exhausted their accumulated sick leave allowance may make reasonable withdrawals, as determined by the Association, from the common bank, provided that there are sufficient days available in the bank. The sick bank will have a ceiling of seventy-five (75) total days.

F. BEREAVEMENT AND FAMILY ILLNESS:

1. Up to five (5) days per occurrence will be granted at full salary to each teaching employee for death in the immediate family. In cases of serious illness in the immediate family, five (5) days per occurrence with full pay will be granted. Serious illness is defined as illness generally requiring hospitalization. Immediate family is defined as the employee and spouse and their grandparent, father, mother, sister, brother, daughter, son and grandchild.
2. Bereavement and Family Illness Leave may be granted to the teaching employee for illness or death of a family member outside of the definition of "immediate family." It is understood and agreed that such leave for death or illness of those outside of the employee's immediate family shall be considered separate of normal Bereavement and Family Illness Leave and shall be granted without pay. The District shall deduct 1/187th of the employee's contractual salary for each day of absence. In addition, such leave may be denied, based on the educational needs of the District. The length of such leave shall not exceed five (5) days per occurrence.

G. FAMILY LEAVE:

1. Maternity leave shall be granted for a normal disability period as the result of pregnancy, childbirth and recovery. Such leave will be charged against the employee's discretionary leave and earned accumulated sick leave. Any days during this period not covered by accumulated sick leave shall be considered leave of absence without pay.
2. In the event that the employee's disabling condition extends past the thirty (30) day period, an exception to Section 1 shall be made. Such disabling condition must be diagnosed and documented by a licensed medical doctor stating the need for an extended disability time period. Such documentation shall be submitted to the Board of Trustees. The Board reserves the right to require a second medical opinion to verify extension requests. Extended disability days granted under this section may, at the employee's discretion, be charged against the employee's earned accumulated sick leave. Any days during this extension period not covered by accumulated sick leave shall be considered leave of absence without pay.
3. Paternity leave shall be granted to male employees as the result of birth of their child. Such leave may consist of up to 10 working days and will be charged against the employee's discretionary leave and earned accumulated sick leave. Any days during this period not covered by accumulated sick leave shall be considered leave of absence without pay.

4. Definitions:

- a. Maternity Leave: Any leave of absence granted to an employee because of employee's disability as a result of pregnancy.
- b. Paternity Leave: Any leave of absence granted to a male employee due to the birth of their child.
- c. Disability as a Result of Pregnancy: Any condition certifiable by a medical doctor as disabling, whether the condition arises as a result of the normal course of pregnancy, or as a result of abnormal medical conditions which occur in the course of a pregnancy, and may cover the time period beginning with conception through termination of gestation and a reasonable period for recovery thereafter.
- d. Reasonable Period for Pregnancy Disability: For purposes of this policy, thirty (30) work days, which may include pre-delivery, delivery and recovery days. Extension of the normal thirty (30) day period shall be approved for medical conditions occurring during the pregnancy or recovery period, as certified by a licensed medical doctor.

H. ADOPTION LEAVE:

Teachers who become adoptive parents shall be provided up to ten (10) consecutive days leave, one (1) of which shall be the day of adoption. In cases where both parents are employed by the District, only one (1) of the couple shall be eligible for this leave. Such leave may be charged against the employee's earned accumulated sick leave. Any days during this period not covered by accumulated sick leave shall be considered leave of absence without pay.

I. FAMILY/MEDICAL LEAVE ACT:

Family/Medical Leave Act leaves will run concurrently with other leaves.

**ARTICLE VIII**

**INSURANCE**

A. MEDICAL AND DENTAL INSURANCE:

- 1. The Board will contribute the following amounts per month from September 1, 2018 to August 31, 2019 per family toward the comprehensive major medical and dental programs in effect for during those time periods respectively.

Single	\$ 643	Family	\$ 990
Two-Party	\$ 868	Two Staff - No Dependent	\$ 1285
Employee with Dependent	\$ 849	Two Staff - With Dependent	\$ 1407

The Board will contribute the following amounts per month from September 1, 2019 to August 31, 2020 per family toward the comprehensive major medical and dental programs in effect during those time periods respectively. .

Single	\$ 708	Family	\$1089
Two-Party	\$ 955	Two Staff - No Dependent	\$1414
Employee with Dependent	\$ 934	Two Staff - With Dependent	\$1548

- 2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, 2018 to August 31, 2020.
- 3. In cases where two (2) persons married to each other are employed by the District and are eligible for medical insurance coverage, one (1) employee will be considered a dependent of the other; and will be referred to as Two Staff in the list above.

4. If a teacher elects one of the District provided high deductible health insurance options that are eligible for a Health Savings Account (HSA), any unused District contributions as provided in subsections 1 above, will be deposited into a Health Savings Account associated with their insurance benefit (see Section E below).

**B. LIFE AND DISABILITY INSURANCE:**

1. The Board shall provide a group insurance policy providing a life insurance benefit of \$20,000 for each teacher and a long-term disability insurance program.
2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, 2018 to August 31, 2020.

**C. PRORATION OF INSURANCE BENEFITS:** For insurance purposes, School District contributions to all agreed upon insurance benefits will be prorated according to the following conditions:

1. The School District will pay full insurance coverage as agreed upon in the preceding paragraphs for full-time teaching employees. A full-time teaching employee is one who holds a teaching contract for ninety percent (90%) or more of the dollar amounts determined by the salary schedule of Article XV of this Agreement. The dollar amount so derived shall be exclusive of extra duty salary allowances.
2. The School District will pay one-half (½) of the insurance coverage as agreed upon in the preceding paragraphs for half-time teaching employees. A half-time teaching employee is one who holds a teaching contract for fifty percent (50%). The School District will pay the prorated amount of insurance coverage for teaching employees who hold a teaching contract for greater than 50% to (90%) of the dollar amount determined by the salary schedule of Article XV of the Agreement. The dollar amount so derived shall be exclusive of extra duty salary allowance.
3. The District is responsible only for payment to the appropriate insurance carrier of the amounts agreed to herein as premium contributions and not for adjustments of any claims.

**D. FLEXIBLE BENEFITS PLAN (IRS SECTION 125):** The District will establish some flexible benefits plan based on Section 125 of the IRS code to pay eligible, non-reimbursable health and dependent care costs. The plan will be administered by an outside carrier based on mutually agreed upon specifications. The District will assume the start-up costs to administer the program. Employee orientation and education will be provided regarding the plan use. Participating employees will pay fees related to their individual accounts. Participation in the plan by employees will be voluntary.

**E. HEALTH INSURANCE SAVINGS ACCOUNT:** The District will work to maintain a health insurance option to allow employees to select an HSA eligible plan. The District's plan will be administered by an outside carrier based on mutually agreed upon specifications. Employee orientation and education will be provided regarding the plan use. Participating employees will pay fees related to their individual accounts. Participation in the plan by employees will be voluntary.

## **ARTICLE IX**

### **WORK LOAD AND CONDITIONS**

**A. TEACHER WORK LOAD:**

1. The School District Trustees will make an effort to adhere to Standards for Accreditation of Montana Schools.
2. The length of the school year for this contract will be 187 days.
3. Where maximum numbers within a particular building, subject area, grade level, or class period must exceed this standard, an effort will be made to distribute excess students among the teachers assigned to this level, area or class. The composition of a class will be taken into consideration by the building administrator in making such assignments.

4. An early release shall be granted to teachers who have completed their work to the satisfaction of their respective building administrator. This early release shall allow a teacher to conclude work at 3:30 p.m. on Fridays.
- B. NON-INSTRUCTIONAL ASSISTANCE: It is agreed that the School District No. 1 Trustees will make a concerted effort to provide teacher aides in the elementary school to relieve teachers of overloads and non-instructional duties.
- C. SCHOOL CALENDAR: The District, with prior input from the Association, shall submit to said Association a copy of the proposed school calendars at least two (2) calendar weeks before its scheduled adoption by the Board. The Association may confer with the District regarding the school calendar and shall have the right to confer regarding any changes in said calendar including the effect, if any, of such change on bargaining unit members.
- D. VOLUNTARY TRANSFERS: In order to provide for diversity of experience and to enhance and broaden professional skills, the voluntary transfer of teachers shall be encouraged. Transfers into positions for the ensuing school year will be available in accordance with the following:
1. The Superintendent will provide an opportunity for staff to express their desire for transfer to other positions in writing prior to March 1 of each year.
  2. The administration will consider the transfer requests before vacancies for the ensuing year are listed outside the District.
  3. However, the District shall normally fill a vacancy that occurs during the school year with individuals other than those who already have assigned duties.
  4. For the purpose of transfer and reassignment, the Elementary and High School District will be treated as the same employer and transferred teachers will retain tenure.
- E. INVOLUNTARY TRANSFERS: Teaching staff shall be subject to assignment, reassignment, and/or transfer of position and duties by the Superintendent. Teachers shall be assigned at the levels and in the subjects for which their certificates are endorsed. Furthermore, teachers shall be given notice of their teaching assignments relative to grade level, building, and subject area before the beginning of the school year.
- F. REDUCTION IN TEACHING STAFF:
1. Procedure: In the event the School District determines to reduce teaching staff, the provision of the Article shall apply.
    - a. Necessary staff reduction will be achieved through the following steps, in the order listed:
    - b. Normal attrition from retirement and resignation;
    - c. Non-tenured teachers;
    - d. Tenured teachers according to the seniority provision described herein;
    - e. Teachers will not be laid off during the school year in which they are employed.
  2. Definitions:
    - a. Teachers: The term teachers, as used in Article IX, Section D., shall refer only to tenured teachers regularly employed at least half-time by the School District.
    - b. Qualified: Qualified means a tenured teacher who holds a valid certificate from the Montana State Department of Public Instruction to teach in a particular subject matter category and grade level and who has taught within the last ten (10) years in such subject matter category and grade level or who is currently teaching in a particular subject matter category or grade level at the time of lay off action.

- c. Subject Matter: Subject matter shall mean such categories as are determined by the State Department of Public Instruction for certification purposes.
  - d. Grade level means the educational configurations K-8 and 7-12. Preschool teachers will be included in the K-8 category.
3. Seniority:
- a. Seniority shall mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the school district including authorized leave of absences allowed by the School District pursuant to this agreement.
  - b. Probationary teachers shall not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to his/her first day of continuous service.
  - c. In determining the list of seniority, a teacher whose employment has been legally terminated and whose employment is subsequently reinstated without interruption, shall be deemed to be in continuous service.
  - d. In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by advanced training in the field being taught and the personnel evaluations. The Board shall make the decision, and such decision shall be final.
4. Seniority Categories:
- a. For the purpose of this Article, seniority shall exist for teachers in the following categories:
    - Elementary teachers with particular endorsements
    - Secondary teachers with particular endorsements
  - b. Seniority shall be recognized district-wide. There shall be no seniority except that as measured by definition herein.
  - c. Seniority lists shall be maintained separately for each of the above categories and a teacher shall appear only on the seniority list within the category of his/her present employment. Lists will be provided upon request by the Association or Administration.
5. Order of Layoff
- a. In the event of a staff reduction, tenured teachers shall not be placed on layoff if there is a probationary teacher employed in the same category as the tenured teacher, provided the tenured teacher is licensed and qualified for the assignment, as defined in this Article.
  - b. If the determined reduction is not accomplished by Subsection A hereof, then the School District may place tenured teachers on layoff in order of inverse seniority within the areas of seniority category, certification and qualification as defined in this Article.
6. Recall:
- a. Address for Recall: When placed on layoff, a teacher shall maintain a current address with the School District.
  - b. Order for Recall: No new teachers shall be employed by the School District while any tenured teacher, certified and qualified as described herein is on layoff in the category and subject matter described herein. Tenured teachers shall first be recalled in inverse order in which order said teachers were placed on layoff, provided that in any case, the teachers must be licensed and qualified in the appropriate category.

- c. Re-employment Rights: Re-employment rights shall automatically cease after one (1) calendar year from July 31 of the school year last completed.
  - d. Loss of Recall Rights: Teachers placed on layoff in accordance with this Article shall lose recall rights for any of the following reasons:
    - Teacher voluntarily resigns.
    - Failure to accept re-employment within ten (10) calendar days of receipt of recall notice. If the School District is unable to effect delivery of a registered letter, return receipt requested, the District, after (5) days, shall send notice of recall by certified mail and the ten (10) day period provided herein shall commence running at the time the notice by certified mail is sent.
    - If a teacher fails to report for duty within fifteen (15) days after acceptance of recall or the first day of job assignment, whichever occurs latest.
7. Effect: Nothing in this Article shall be construed to limit the authority of the School District to determine number of employees, the establishment and priority of programs, or the right to reduce staff.
8. Standing Committee:
- a. The Board will appoint a standing committee to make recommendations to the Board in regard to an anticipated reduction in staff. This committee will consist of the superintendent, one (1) elementary administrator, one (1) secondary administrator, one (1) Board member, ex-officio, and one (1) elementary and one (1) secondary teacher, selected by the Association.
  - b. Nothing in subsection 8. a. will restrict the Board's right to act expeditiously to reduce staff members when circumstances warrant.

## **ARTICLE X**

### **PREPARATION TIME**

Preparation time will be maintained at the present levels for elementary, junior high, and high school classroom teachers.

## **ARTICLE XI**

### **STAFF EVALUATION**

The primary goal of the District and its professional staff is to promote the personal growth of the students they serve. This common goal is supported by a personnel evaluation program that seeks to develop as competent a teaching staff as possible. Staff development is accomplished through evaluation used primarily to support the professional growth and improve the performance of teachers, and secondarily to make valid decisions related to assignments, retention, and termination.

Both the District and the Association have agreed upon the following provisions with respect to the purpose, management and implementation of Teacher Evaluation.

- A. DEFINITIONS: Each of the following definitions are used within the teacher evaluation process, but not all are required components of an individual teacher's evaluative process.
  - 1. 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.
  - 2. Formal Observation Process: A predetermined procedure of observation consisting of either the District's individual observation process including a post conference with a scheduled observation,

or the District's system of walk-through observations by an administrator that has been prescheduled at the request of the evaluator or the teacher. The post-observation conference will occur within fifteen (15) working days of the observation or series of observations.

3. Goal Setting Conference: This conference is held so that the evaluator and teacher can discuss teacher goals and/or objectives, methods and materials to be used during instruction.
  4. 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.
  5. Post-Observation Conferences: These conferences are to provide feedback, identification of strengths and direction. The post-observation conference addressing areas of concern are to be documented by a written summary signed by the teacher and the evaluator.
  6. Peer Observation: The process of peer observation involves teachers that review instruction through classroom observation and examination of instructional methods, materials used and lesson design. The process of peer observation is considered a vital part of teacher improvement.
  7. Written Evaluation: A written summary of teacher performance based upon observations and the observation process used. The evaluation shall include all aspects of employee performance including what has been directly observed and/or what has been investigated and substantiated (see Section G 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.
  8. Evaluator: For evaluation purposes, each teacher will have a single administrator designated as the evaluator at any one time.
- B. Notification of Evaluation: Teachers will be advised during preschool meetings/workshops 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.
- C. Evaluation of Non-tenure Teachers: At least two written evaluations (one each semester) shall be made for all non-tenure teachers each year. Each of these evaluations will include two classroom observations with at least one observation each semester to include the formal observation process, as defined above. The written evaluations must be submitted to the Superintendent prior to June 1 by the administration.
- D. Evaluation of Tenure Teachers: Tenured teachers will have a written evaluation and a minimum of one informal observation every year as established by the building principal.

Additionally, every other year a tenured teacher will be scheduled to use the selected formal observation(s) process (as defined in Section A above). The written evaluation must be submitted to the Superintendent prior to June 1 by the administration.

On a year when a tenured teacher may be assigned to use the peer observation process they will be required to observe two different teacher lessons or classrooms (unless required as per section G - Improvement of Professional Personnel) and are to share their observation with each teacher observed. As a part of the peer observation process they are to have a conference to discuss these observations with their building principal. Likewise, the written evaluation must be submitted to the Superintendent prior to June 1 by the administration.

- E. 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 Superintendent's 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.

- F. All observations of teacher performance shall be conducted openly and within the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- G. Improvement of Professional Performance:
  - 1. 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.
  - 2. When the teacher fails to meet the written recommendations for improvement and non-renewal is imminent, the teacher is entitled to representation.

## **ARTICLE XII**

### **OTHER EMPLOYMENT**

A teacher employee in District No. 1 shall take no other employment that interferes in any way with the job of teaching or assigned extra-curricular duties.

## **ARTICLE XIII**

### **STUDENT DISCIPLINE**

The Trustees are concerned with and committed to improving the student discipline policy and will continue to work cooperatively with the staff, students and parents to accomplish this purpose.

## **ARTICLE XIV**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS:**

- 1. A grievance may be defined as a claim of violation, misinterpretation, or inequitable application of established district policies, statutes, or the terms of this negotiated agreement.
- 2. An aggrieved person is a person or a group of persons asserting a grievance. The Association may file a grievance only on the terms of the negotiated agreement.
- 3. A party in interest is a person or group of persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
- 4. Grievance arbitration shall be only on the terms of the negotiated agreement and be final and binding upon both parties.

B. **PURPOSE:** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### **C. PROCEDURE:**

- 1. Since it is important that grievances be processed as rapidly as possible, the number of school days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.



2. In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school term, the Association and the Board shall mutually reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.
  3. LEVEL ONE: A teacher with a grievance shall first discuss it with his/her principal or designated supervisor with the objective of resolving the matter informally within ten (10) school days of the occurrence of the alleged grievance. An aggrieved person has the right to be represented by the Association's designated representative at Levels One, Two, and Three. If the grievant desires the Association or other representative to represent him/her in their grievance, the grievant shall so stipulate, in writing, on the grievance submitted at Level Two.
  4. LEVEL TWO: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file, by registered letter, the grievance with the District Superintendent within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. The decision reached at Level Two shall be issued in writing to the aggrieved person if not represented by the Association or to the Association and the aggrieved person no later than ten (10) school days following the Level Two meeting.
  5. LEVEL THREE: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) school days after a decision by the Superintendent or within fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, file by registered letter the grievance with the Board of Trustees.
  6. Within ten (10) school days after receiving the grievance the Board of Trustees shall call a meeting with the aggrieved person and/or his/her representative for the purpose of resolving the grievance. Such resolution shall be in writing.
  7. LEVEL FOUR: Grievance Arbitration
    - a. If the disposition of the grievance is not satisfactory, the grievance may be submitted before an impartial arbitrator. The Association shall give the Superintendent written notice of its intention to submit the issue(s) to arbitration within twenty (20) days of receipt of the Board's decision at Level Three or expiration of the time lines specified in Level Three.
    - b. Within ten (10) days after such notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or Board of Personnel Appeals by the Board Chairman and the Association President.
    - c. Within five (5) days of receipt of the list each party shall alternately strike names from the list of arbitrators. The name remaining shall be the arbitrator.
    - d. The arbitrator shall consider the grievance and have all necessary authority to render a full and effective decision that shall be final and binding upon the parties. The arbitrator cannot modify the terms of the agreement.
    - e. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.
- D. RIGHTS OF TEACHERS: No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the P.R. & R. committee or any other participant in the grievance procedure by reason of such participation.
- E. MISCELLANEOUS:
1. Forms for the submission and recording of formal grievances shall be readily available to all teachers through the Association. The decisions and appeals through all levels of the grievance procedure shall be recorded on these forms.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. No meetings or hearings at Levels One and Two, under this grievance procedure, shall be conducted in public. Such meetings and hearings at Levels One and Two shall include only the parties in interest and their designated or selected representatives, heretofore referred to in this policy.
4. Failure by the appropriate party to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the appropriate party may appeal it to the next level. This shall not negate the obligation of either party to respond in writing at each level of this procedure. Time limits provided herein may be extended by written mutual agreement by the parties at that step.
5. Should a grievant allege the same violation of contract to any outside authority the grievance should be deemed moot.

## ARTICLE XV

### PROFESSIONAL GROWTH AND CONDITIONS OF EMPLOYMENT

- A. The salary schedule will not reduce the salary for any teacher in the system below the salary being paid to the teacher at the time of the adoption of this schedule.
- B. The salary increments in the schedule represent increases that the teacher who demonstrates professional growth and development commensurate with his/her years of experience and training may expect.
- C. On or before September 1 of each year, the teacher shall provide written notice of credits earned to the Clerk of the School District. An official transcript must be received in the Clerk's office within sixty (60) calendar days after the teacher begins to perform his/her services.
- D. **ADDITIONAL EDUCATION**
  1. POST-BACHELOR TRAINING: Additional training, up to the BA+30 level, will be recognized only if obtained in the candidates teaching field or Board approved field, if granted by an accredited college or university and submitted to the Superintendent. Teachers are strongly suggested to obtain written pre-approval from the Superintendent prior to taking specific additional course work or training for advancement purposes. A teacher who takes additional training or course work without obtaining pre-approval takes said course work at his or her own risk without guarantee of salary advancement. A teacher will be granted a hearing by the Board if another field is desired. This section applies only to credits earned after June 1, 1995.
  2. MASTER'S DEGREE: Training toward master's degree status will be recognized on the salary schedule only if obtained in the candidate's teaching field or Board-approved field and must be part of a university or college-approved planned master's degree program and submitted to the Superintendent by September 1. A teacher will be granted a hearing by the Board if another field is desired.
  3. POST-MASTER'S DEGREE STATUS: Additional training, either graduate or undergraduate course work, beyond a master's degree will be recognized only if obtained in the candidate's teaching field or Board-approved field and if granted by an accredited college or university. A teacher will be granted a hearing by the Board if another field is desired.
- E. All licensed personnel must earn sixty (60) renewal units every five (5) year renewal period. Class 2 and 4 certificate holders must earn at least forty (40) renewal units through college credit. Class one (1) and three (3) certificate holders may earn sixty (60) renewal units with or without college credit.  
Renewal units may be earned as follows:
  - One renewal unit may be earned through one (1) hour of attendance at an approved professional development opportunity.
  - Two (2) renewal units may be earned through a one (1) hour presentation at an approved professional

development opportunity.

- Ten (10) renewal units may be earned with one (1) quarter college credit; fifteen (15) renewal units with one (1) semester college credit.
- Renewal units must be earned and reported to the Office of Public Instruction and District Administration in five (5) unit amounts.

- F. Arrangements are to be made with the Superintendent and approved by the Board for credit to be given for travel and certain in-service programs. Allowance of credit is to be based upon classroom utilization and benefit to the children of School District #1.
- G. Previous Experience: Teachers will be given credit on the salary schedule for up to nine (9) years teaching experience (step 9 in the schedule below) in any school district accredited by a recognized accrediting agency.
- H. Should the teacher fail to meet the requirement as set forth in this Article, the salary increment for the ensuing year shall be withheld and no further increment shall be given until the requirement has been met.
- I. Should the salary increment be withheld for failure to meet the requirements, when the requirements are met, further progress on the salary schedule shall begin where increments were withheld and continue at the rate of one (1) step per year.
- J. As stated in an individual teacher's contract the district reserves the right to impose liquidated damages for the teacher being released.

NOTE: Maximum salary shall be interpreted to mean the last salary step in each preparation column as adopted for School District No. 1.

LEWISTOWN PUBLIC SCHOOL  
SALARY INDEX - 4.1 ATTAINMENT LEVEL  
JULY 1, 2018 - JUNE 30, 2019 - WITH GAINED RAISE

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
*0	29017	30018	31042	31544	32043	33068	34069	35067
1	30195	31312	32426	32987	33544	34658	35775	36863
2	31373	32606	33811	34429	35044	36248	37481	38659
3	32551	33901	35195	35871	36544	37838	39187	40456
**4	33729	35195	36579	37313	38044	39428	40894	42252
5	34907	36489	37963	38755	39544	41018	42600	44048
6	36086	37783	39347	40197	41045	42609	44306	45844
7	37264	39077	40731	41639	42545	44199	46012	47640
8	38442	40371	42115	43082	44045	45789	47718	49436
***9	39620	41666	43499	44524	45545	47379	49425	51232
10	40798	42960	44883	45966	47045	48969	51131	53029
11	41976	44254	46268	47408	48545	50559	52837	54825
12	43154	45548	47652	48850	50046	52149	54543	56621
13	43154	46842	49036	50292	51546	53739	56249	58417
14	43154	46842	50420	51734	53046	55330	57956	60213
15	43154	46842	50420	53177	54546	56920	59662	62009

LEWISTOWN PUBLIC SCHOOL  
SALARY INDEX - 4.1 ATTAINMENT LEVEL  
JULY 1, 2019 - JUNE 30, 2020 - WITH GAINED RAISE

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
*0	29597	30618	31663	32175	32684	33729	34750	35768
1	30799	31938	33075	33646	34214	35351	36490	37600
2	32000	33258	34486	35117	35744	36973	38230	39432
3	33202	34578	35898	36588	37274	38594	39971	41264
**4	34404	35898	37310	38059	38805	40216	41711	43096
5	35605	37218	38722	39530	40335	41838	43451	44928
6	36807	38538	40134	41001	41865	43460	45192	46760
7	38008	39858	41545	42472	43395	45082	46932	48592
8	39210	41178	42957	43943	44925	46704	48672	50424
***9	40412	42498	44369	45414	46455	48326	50413	52256
10	41613	43818	45781	46885	47986	49948	52153	54089
11	42815	45138	47192	48356	49516	51570	53893	55921
12	44017	46458	48604	49827	51046	53192	55633	57753
13	44017	47778	50016	51298	52576	54814	57374	59585
14	44017	47778	51428	52768	54106	56436	59114	61417
15	44017	47778	51428	54239	55636	58057	60854	63249

- \* 187 day Contract base
- \*\* Entry Level for beginning Teacher and will remain 4 years.
- \*\*\* Maximum step at which a newly elected teacher may enter the Lewistown system.

1. Base salary for 2018-2019 is \$ 29,017; Level 4.1. Base salary for 2019-2020 is \$ 29,597; Level 4.1.
  2. The salary schedules shall include preparation column of M.A+ 30. Only approved credits earned after September 1, 1989, shall apply to the M.A +30column.
  3. The salary schedule shall not reduce existing salaries at any level.
  4. For teachers employed for 12 months, the salary schedules are to be increased by the factor of 1 1/9th in all items.
  5. For the purpose of these schedules, a semester shall consist of ten (10) semester hours of training in the teacher's teaching field or Board-approved field. 1 semester hour is equivalent to 1.5 quarter hours.
  6. In moving from one preparation column to another, a person will move to the next column and down one (1) step.
  7. On or before September 1 of each year, teachers applying for longevity shall provide written notice of years of service in LPS to the clerk of the school district, especially if there was a break in service. Certified employees who have attained the final step in the M.A.+30 column, shall receive one percent (1%) of the final amount in the respective columns during the fifteenth (15th) year through the nineteenth (19th) year, two percent (2%) during the twentieth (20th) through the twenty-fourth (24th) year, three percent (3%) during the twenty-fifth (25<sup>th</sup>) through the twenty-ninth (29th) year and four percent (4%) during the thirtieth and succeeding years of service in the District. Longevity will only apply to those staff members in the B.A.+30 and M.A.+30 column with 15+ consecutive years of service with the school district.
  8. On or before September 1 of each year, teachers applying for longevity shall provide written notice of years of service in LPS to the clerk of the school district, especially if there was a break in service. Certified employees who have attained the final step in the B.A.+30 column, shall receive one half percent (.5%) of the final amount in the respective columns during the fifteenth (15th) year through the nineteenth (19th) year, one percent (1%) during the twentieth (20th) through the twenty-fourth (24th) year, one and a half percent (1.5%) during the twenty-fifth (25<sup>th</sup>) through the twenty-ninth (29th) year and two percent (2%) during the thirtieth and succeeding years of service in the District. . Longevity will only apply to those staff members in the B.A.+30 and M.A.+30 column with 15+ consecutive years of service with the school district.9.Any teaching employee may make a written request for a \$500 salary advance to be drawn against his/her September paychecks (\$250 will be withheld from each of the September 15<sup>th</sup> and September 30<sup>th</sup> pay periods). This written request must be made to the Payroll Office within the first three (3) working days.
- K. MOVING ALLOWANCE - A teacher who is involuntarily moved from one classroom into another will receive up to a \$200 payment, upon written request to the District. Involuntary moves are the result of decisions that have been made by the school district.
- L. CURRICULUM & ASSESSMENT - Certified employees assigned to work on curriculum development and/or assessment teams for the District shall be paid \$17.50 per hour for hours worked outside of the regular school workday, a minimum of 2 hour increments, up to a maximum of 12 hours per committee, per member.
- M. SUMMER SCHOOL - In the event that the District provides summer school, it will pay certified teachers \$17.50 per hour to provide work outside of their regular contract.
- N. EXTRA DUTY SALARY ALLOWANCE - The following schedule shall be used to determine above salary allowances for performing extra duties. Each index is multiplied by B.A. Step 4 (Beginning Salary) of the

teachers' salary schedule to obtain dollar amounts. Individual coaches or advisors may be allowed to split a salary or index with annual approval of the individuals involved, the head coach, athletic director, building level administrator and Board.

1. A Zero Period class will be defined as a class consisting of no less than 45 minutes as a class students are taking for credit and/or a grade. The zero period class will be taught outside the normal six period day. This zero period class must meet the required instructional minutes to align with accreditation standards.
2. The listed stipend will be adjusted based on the number of days the class meets. For example if the class only meet two days a week, the staff member would receive  $\frac{2}{5}$  the stipend, meeting three days a week would equal a  $\frac{3}{5}$  stipend, meeting four days a week would equal a  $\frac{4}{5}$  stipend and if the class is every day during the week the staff member would receive the full stipend.

ATHLETIC ACTIVITY POSITIONS  
High School

<i>BASKETBALL</i>		<i>TENNIS</i>	
Head Coach	0.150	Head Coach	0.145
First Assistant	0.110	First Assistant	0.105
Assistant(s)	0.090	Assistant(s)	0.085
<i>CHEERLEADING</i>		<i>TRACK &amp; FIELD</i>	
Head Coach	0.125	Head Coach	0.145
Assistant	0.074	First Assistant	0.105
<i>CROSS COUNTRY</i>		<i>ASSISTANT(S)</i>	
Head Coach	0.125		0.085
First Assistant	0.085	<i>VOLLEYBALL</i>	
<i>GOLF</i>		Head Coach	0.145
Head Coach	0.090	First Assistant	0.105
First Assistant	0.055	Assistant(s)	0.085
<i>FOOTBALL</i>		<i>WRESTLING</i>	
Head Coach	0.145	Head Coach	0.145
First Assistant	0.105	First Assistant	0.105
Assistant(s)	0.085	Assistant(s)	0.085
<i>SOFTBALL</i>		<i>OTHER POSITIONS</i>	
Head Coach	0.125	Athletic Director	0.195
First Assistant	0.085	Football Grounds	\$700

NON-ATHLETIC ACTIVITY POSITIONS  
High School

<i>MUSIC</i>		<i>CONCESSIONS COORDINATOR (ORDERING)</i>	
Instrumental Activities	0.110		\$500
Jazz Band	0.040	<i>CONCESSIONS ADVISOR RATE PER</i>	
Music Coordinator (K-12)	0.065	Assigned Contest	\$17.50/hour
Vocal Activities	0.070	F-Club Advisor	0.015
Select Choir	0.040	FFA Advisor	0.110
<i>SCHOOL PLAYS</i>		FCCLA Advisor	0.035
Drama Producer (per play)	0.020	Key Club Advisor	0.047
Assistant Producer (per play)	0.020	Magazine Sales Coordinator	0.020
Assistant Musical (per play)	0.020	National Honor Society Advisor	0.035
<i>SPEECH &amp; DRAMA</i>		Renaissance Coordinator	0.047
Head Coach	0.110	Science Bowl Sponsor	0.035
Assistant	0.075	Science Olympiad Sponsor	0.020
<i>OTHER NON-ATHLETIC POSITIONS</i>		Ski Club Advisor	0.015
Annual Advisor	0.050	Skills USA Advisor	0.035
B.P.A. Advisor	0.035	Student Government Advisor	0.047
Central Montana Mentor Advisor	0.035	Student Government Asst. Advisor	0.023

ATHLETIC ACTIVITY POSITIONS  
Junior High

<i>BASKETBALL</i>		<i>CHEERLEADING</i>	
Head Coach	0.070	Head Coach	0.030
First Assistant	0.062	<i>CROSS COUNTRY</i>	
Assistant(s)	0.055	Head Coach	0.065

<i>FOOTBALL</i>		<i>VOLLEYBALL</i>	
Head Coach	0.065	Head Coach	0.065
First Assistant	0.057	First Assistant	0.057
Assistant(s)	0.050	Assistant(s)	0.050
<i>TRACK &amp; FIELD</i>		<i>WRESTLING</i>	
Head Coach	0.065	Head Coach	0.065
First Assistant	0.057	First Assistant	0.050
Assistant(s)	0.050	<i>OTHER ATHLETIC ACTIVITY POSITIONS</i>	
		Athletic Coordinator	0.105

NON-ATHLETIC ACTIVITY POSITIONS

Junior High

<i>MUSIC</i>		<i>OTHER NON-ATHLETIC POSITIONS</i>	
Instrumental Activities	0.034	Builders Club	0.015
Jazz Band	0.040	Math Counts Advisor	0.015
Vocal Activities	0.034	Photo Club	0.015
Select Choir	0.040	Ski Club Advisor	0.015
		Student Government Advisor	0.025

ELEMENTARY ACTIVITY POSITIONS

Athletic Coordinator	0.065	Elementary Music	0.070
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PUPIL PARTICIPATION COMPETITIVE SPORTS:

If any program or activity is changed, altered, added, or modified, so may the index change upon mutual agreement of the Superintendent and Chairperson of the Association Negotiating Team and approval by the Board.

**ARTICLE XVI**

**EXTENDED CONTRACTS**

The LEA will be notified when any licensed contracts will be extended prior to the contract being presented to the Board.

**ARTICLE XVII**

**SEVERANCE PAY**

After eight (8) consecutive years in the District, teaching employees who terminate employment shall be paid a lump sum payment equal to thirty percent (30%) day's salary for each day of accumulated sick leave. Accumulation of sick leave for this purpose shall be considered from the date July 1, 1973. Payment shall be made by September 1 of the ensuing school year. Payment shall be based on the salary at time of termination of employment. In the event of death after eight (8) years service, but before the time of retirement, this severance allowance shall be paid to the estate of the teaching employee.



## **ARTICLE XVIII**

### **RETIREMENT**

Teachers eligible for retirement from the Teachers Retirement System are encouraged to make their wishes known to the school district prior to March first (1<sup>st</sup>). Teachers must submit the Irrevocable Form to Teachers Retirement at least ninety (90) calendar days before the last day of instruction in order to have termination pay contributions to be pretax.

## **ARTICLE XIX**

### **EFFECT OF AGREEMENT**

- A. This instrument contains all provisions of agreement between the Board and the Association on negotiated matters for agreement under School Laws of Montana.
- B. Unless changed by this agreement, previously negotiated items shall remain in effect for the duration of this agreement. All provisions of this agreement shall become effective on July 1, 2018 following ratification by a majority of the members of the appropriate unit and approval by the Board and shall continue in effect until June 30, 2020.
- C. This agreement constitutes Board policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- D. During its term, this agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- E. All existing District policies involving terms and conditions of employment in effect in the District at the time this agreement become effective shall remain in effect during the duration of this agreement.
- F. If any provision of this agreement or any application of the agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Copies of the agreement shall be prepared at the expense of the Board within thirty (30) days after both parties have ratified the agreement. At least twenty-two (22) copies will be delivered to the Association president.

- G. It is further understood that all School District cost items of this agreement are subject to the passage of state and/or general fund special mill levies in the Elementary School District #1 and in the High School District #1.

**ADDENDUM**

**ARTICLE VI  
COLLECTIVE GAINING**

- A. If the Association and the Board have mutually agreed by May of the contract year to enter into a collective gaining process with the express purpose of completing a proposed contract for a contract period following the 2019-2020 school year, this Article will replace the present Article VI, Reopening of Negotiations, Section A., B., C., and D. in their entirety for the next contract year.
- B. The collective gaining process guidelines have been established, including a contract proposal deadline of February 1.
- C. The collective gaining committee may request an extension of time to complete work on a contract proposal. The Board and the Association Executive Committee may grant any extension, especially in a legislative year.
- D. The full gaining committee will meet to review and agree on the intent of all language and changes to the negotiated agreement. Changes will be presented to the LEA and the Board of Trustees by the gaining team. Within one week of these presentations, either side may request one meeting of the gaining team to clarify any language changes made on the negotiated agreement to more accurately reflect the intent of the gaining team. No new issues may be brought forth. It is the sole responsibility of the gaining committee to accept or reject suggested clarifications of language. The final step will be voting on the negotiated contract by and LEA and Board of Trustees.
- E. If a proposed contract is not prepared within the time line or if the collective gaining committee has mutually agreed to dissolve the process, the Association shall notify the School District of their desire to return to the collective bargaining process. The Association and the Board agree to initiate negotiations within fifteen (15) days of such notification.

ATTEST:

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY \_\_\_\_\_  
District Clerk  
School District No. 1

BY: \_\_\_\_\_  
Board Chair  
School District No. 1

BY \_\_\_\_\_  
Gaining Chair  
Lewistown Education Association

BY: \_\_\_\_\_  
President  
Lewistown Education Association