

TABLE OF CONTENTS

	Page
ARTICLE I - Contract of Agreement	2
ARTICLE II - Recognition	2
ARTICLE III - Teacher Rights	2
ARTICLE IV - Association Rights and Privileges	3-4
ARTICLE V - Rights of the Board	4
ARTICLE VI - Reopening Of Negotiations	4
ARTICLE VII - Leaves	4-9
ARTICLE VIII - Insurance	9-10
ARTICLE IX - Work Load and Conditions	10-12
ARTICLE X - Preparation Time	12
ARTICLE XI - Staff Evaluation	13
ARTICLE XII - Other Employment	13
ARTICLE XIII - Student Discipline	13
ARTICLE XIV - Grievance Procedure	13-15
ARTICLE XV - Professional Growth and Conditions of Employment	15-19
ARTICLE XVI – Extended Contracts	20
ARTICLE XVII - Severance Pay	20
ARTICLE XVIII - Retirement	20
ARTICLE XIX - Effect of Agreement	20-21
ARTICLE VI - Addendum A-Collective Gaining	21

COLLECTIVE BARGAINING AGREEMENT

ARTICLE I

CONTRACT OF AGREEMENT

This agreement is entered into this 21st day of, March 2007, 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.)

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. FACILITIES, EQUIPMENT AND SUPPLIES: The Association shall have the privilege of using school instructional facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculators, and all types of audiovisual 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 individuals who have joined the Association and will submit to the School District a card signed by the individual teacher authorizing the deduction by the School District. In order for a new deduction to be made for a given month, the authorization card must be received by the School District no later than the fifth day of said month.
 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 1/189th 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 forms for sabbatical leave are obtainable from 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:
 - a. If a teaching employee is called into military service on an involuntary basis, he/she shall be granted a leave of absence on an involuntary basis.
 - b. If a member of the Active Reserve or National Guard is called to active duty, he/she shall be granted a leave of absence for the time he/she is on active duty as a result of said call.
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 ten (10) 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 ten (10) 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. Discretionary leave for personal business may not be granted on the scheduled work day before, or the scheduled work day after a school holiday or recess, on the first and last three (3) school days of the year, during parent/teacher conferences, or if a substitute is not available. One (1) of the days may be used as emergency leave not requiring advance written authorization.
 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.
 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 teacher 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 fifty (50) 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. MATERNITY LEAVE:

1. Maternity leave shall be granted for a normal disability period as the result of pregnancy, childbirth and recovery. 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.
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. Definitions:
 - a. Maternity Leave: Any leave of absence granted to an employee because of employee's disability as a result of pregnancy.
 - b. 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.
 - c. 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 up to \$505.83 per month from September 1, 2007 to August 31, 2009 per family premium rate toward the comprehensive major medical and dental programs in effect for during those time periods respectively. The maximum annual contribution by the Board for the 12-month period will be the equivalent of total certified policies as of 2002 (73.5) @ \$6,070 for 2007-2009.
2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, 2007 to August 31, 2009.
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.

B. LIFE AND DISABILITY INSURANCE:

1. The Board shall provide \$103.16 per year per teaching employee toward a group life and long-term disability insurance program.
2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, 2007 to August 31, 2009.

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.

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 189 days paid at the rate of 1/187 per day.
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. 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:
 1. Normal attrition from retirement and resignation
 2. Non-tenured teachers
 3. Tenured teachers according to the seniority provision described herein.
 - b. 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 certified 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 certified 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

- A. The Trustees are concerned with and are committed to improving the staff evaluation procedures and will continue to work cooperatively with the staff to accomplish this purpose. The teachers shall be evaluated according to procedures in existence during the term of this agreement.
- B. Listed below is the minimal procedure of the evaluation process:
- Step 1: Office conference - discuss supervision, evaluation and goal setting.
- Step 2: Observation - observes and makes assessment of teaching performance (supervisor completes observation conference report, gives to teacher for review and signature).
- Step 3: Conference - review data indicated on observation conference report. Initiate teacher evaluation report (supervisor), have teacher sign and give copy. Additional observation and conference using an improvement plan should be conducted as needed. Supervisor forwards to Central Office.

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 Boards 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.
 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. FIFTH YEAR PROGRAM/STATUS: Course work is to be approved by the institution that will recommend the Class 1 certificate. When another endorsement to the certificate is not desired, and no change in the level of teaching is desired, but the applicant wishes to improve his or her teaching at the current instructional level, a letter indicating that the teacher has been admitted to the fifth year program from the institution is a substitute for that planned program.
 3. 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.
 4. POST-MASTER'S DEGREE STATUS: Additional training, either graduate or undergraduate course work, beyond a master's degree and fifth year status 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 certified 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 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.

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

SALARY INDEX - 4.1 ATTAINMENT LEVEL
July 1, 2007- June 30, 2008

STEP	BA	BA+10	BA+20	BA+30	5TH YEAR	MA	MA+10	MA+20	MA+30
0	24,405	25,247	26,108	26,530	26,530	26,950	27,812	28,654	29,493
1	25,396	26,335	27,272	27,743	27,743	28,212	29,149	30,089	31,004
2	26,386	27,424	28,436	28,956	28,956	29,474	30,487	31,524	32,515
3	27,377	28,512	29,601	30,169	30,169	30,735	31,824	32,959	34,025
4	28,368	29,601	30,765	31,382	31,382	31,997	33,161	34,394	35,536
5	29,359	30,689	31,929	32,595	32,595	33,259	34,499	35,829	37,047
6	30,350	31,778	33,093	33,808	33,808	34,521	35,836	37,264	38,557
7	31,341	32,866	34,257	35,021	35,021	35,782	37,173	38,699	40,068
8	32,332	33,954	35,421	36,234	36,234	37,044	38,511	40,134	41,578
9	33,322	35,043	36,585	37,447	37,447	38,306	39,848	41,569	43,089
10	34,313	36,131	37,749	38,660	38,660	39,568	41,186	43,004	44,600
11	35,304	37,220	38,913	39,873	39,873	40,829	42,523	44,439	46,110
12	36,295	38,308	40,078	41,086	41,086	42,091	43,860	45,874	47,621
13		39,397	41,242	42,298	42,298	43,353	45,198	47,309	49,132
14			42,406	43,511	43,511	44,614	46,535	48,744	50,642
15				44,724	44,724	45,876	47,872	50,179	52,153

SALARY INDEX - 4.1 ATTAINMENT LEVEL
July 1, 2008- June 30, 2009

STEP	BA	BA+10	BA+20	BA+30	5TH YEAR	MA	MA+10	MA+20	MA+30
0	25,381	26,257	27,153	27,592	27,592	28,028	28,924	29,800	30,673
1	26,412	27,389	28,363	28,853	28,853	29,341	30,315	31,292	32,244
2	27,442	28,521	29,574	30,115	30,115	30,653	31,706	32,785	33,815
3	28,473	29,653	30,785	31,376	31,376	31,965	33,097	34,277	35,386
4	29,503	30,785	31,996	32,638	32,638	33,277	34,488	35,770	36,958
5	30,534	31,917	33,206	33,899	33,899	34,589	35,879	37,262	38,529
6	31,564	33,049	34,417	35,161	35,161	35,902	37,270	38,755	40,100
7	32,595	34,181	35,628	36,422	36,422	37,214	38,661	40,247	41,671
8	33,625	35,313	36,838	37,683	37,683	38,526	40,052	41,739	43,242
9	34,655	36,445	38,049	38,945	38,945	39,838	41,442	43,232	44,813
10	35,686	37,577	39,260	40,206	40,206	41,151	42,833	44,724	46,384
11	36,716	38,709	40,470	41,468	41,468	42,463	44,224	46,217	47,955
12	37,747	39,841	41,681	42,729	42,729	43,775	45,615	47,709	49,526
13		40,973	42,892	43,991	43,991	45,087	47,006	49,201	51,097
14			44,102	45,252	45,252	46,399	48,397	50,694	52,669
15				46,514	46,514	47,712	49,788	52,186	54,240

1. Base salary 2007-2008, \$24,405, Level 4.1
Base salary 2008-2009, \$25,381. 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. Recognition of the fifth (5th) year on the salary schedule is defined as a planned program mutually agreed upon between the teacher, the Superintendent and the college.
- * 189 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.
6. 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.
 7. In moving from one preparation column to another, a person will move to the next column and down one (1) step.
 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. Employees who have attained the final step in the fifth (5th) year column and 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 (25th) through the twenty-ninety (29th) year and four percent (4%) during the thirtieth and succeeding years of service in the District.

9. Any teaching employee may make a written request for a \$200 salary advance to be drawn against his/her September paycheck. This written request must be made to the Payroll Office within the first three (3) working days.

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.

ATHLETIC ACTIVITY POSITIONS

FOOTBALL

HS - Head Coach	0.145
HS - 1st Assistant	0.105
HS - Assistant	0.085
JH - Head Coach	0.065
JH - 1st Assistant	0.057
JH - Assistant	0.050

BASKETBALL

HS - Head Coach	0.150
HS - 1st Assistant	0.110
HS - Assistant	0.090
JH - Head Coach	0.070
JH - 1st Assistant	0.062
JH - Assistant	0.055

WRESTLING

HS - Head Coach	0.145
HS - 1st Assistant	0.105
HS - Assistant	0.085
JH - Head Coach	0.065
JH - Assistant	0.050

TRACK & FIELD

HS - Head Coach	0.145
HS - 1st Assistant	0.105
HS - Assistant	0.085
JH - Head Coach	0.065
JH - 1st Assistant	0.057
JH - Assistant	0.050

TENNIS

HS - Head Coach	0.145
HS - 1st Assistant	0.105
HS - Assistant	0.085

CROSS COUNTRY

HS - Head Coach	0.090
JH - Head Coach	0.065

GOLF

HS - Head Coach	0.090
HS - Assistant	0.055

VOLLEYBALL

HS - Head Coach	0.145
HS - 1 st Assistant	0.105
HS - Assistant	0.085
JH - Head Coach	0.065
JH - 1 st Assistant	0.057
JH - Assistant	0.050

OTHER ATHLETIC ACTIVITY POSITIONS

Athletic Director - High School	0.195
Athletic Coordinator - Middle School	0.075
Athletic Coordinator - Elementary School	0.065
Intramural Coach - Middle School	0.030
Elementary Coaching (Per Sport Season)	0.017

NON-ATHLETIC ACTIVITY POSITIONS

FORENSICS

Speech & Drama Head Coach	0.110
Speech & Drama Asst. Coach	0.075
Drama Producer - High School (per play)	0.020
Asst. Drama Producer - High School (per play)	0.020
Asst. Musical Drama - High School	0.020

CHEERLEADING & DRILL TEAM

Cheerleading/Drill Team HS Head Coach	0.125
Cheerleading/Drill Team HS Asst. Coach	0.074
Cheerleading/Drill Team - Middle School Coach	0.030
Cheerleading/Drill Team Middle School Asst Coach	0.018

MUSIC

Instrumental Activities - High School	0.110
Instrumental Activities - Middle School	0.034
Jazz Band - High School & Middle School	0.040
Music Coordinator (K-12)	0.065
Vocal Activities - High School	0.070
Vocal Activities - Middle School	0.034
Select Choir – High School	0.040
Select Choir – Middle School	0.040

OTHER NON-ATHLETIC ACTIVITY POSITIONS

A.F.S. Advisor - High School	0.035
Annual Advisor - High School	0.050
Builders Club - Middle School	0.015
B.P.A. Advisor - High School	0.035
Computer Lab Instructor - Elementary	0.030
Concessions Coordinator - High School	\$ 4000
F-Club Advisor – High School	0.015
FHA Advisor - High School	0.035
Key Club Advisor - High School	0.047
FFA Advisor – High School	0.110
Envirothon Sponsor – High School	0.010
Magazine Sales Coordinator - High School	0.020
Math Counts Advisor - Middle School	0.015
National Honor Society Advisor - High School	0.035
Photo Club - Middle School	0.015
Renaissance Coordinator - High School	0.047
School Newspaper Advisor - High School	0.050
Science Bowl Sponsor – High School	0.035
Science Olympiad Sponsor – High School	0.020
Ski Club Advisor - High School & Middle School	0.015
Student Government Advisor - High School	0.047
Student Government Asst. Advisor – High School	0.023
Student Government Advisor - Middle School	0.025

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 certified contracts will be extended prior to the contract being presented to the Board.

ARTICLE XVII

SEVERANCE PAY/RETIREMENT PAY

After eight (8) consecutive years in the District, teaching employees who terminate employment shall be paid a lump sum payment equal to one-fourth (1/4) 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 (1st). Teachers must submit the Irrevocable Form to Teachers Retirement at least ninety (90) 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, 2007 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, 2009.
- 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 A

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 2008-2009 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(s).
- 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, 2007

BY: _____
District Clerk
School District No. 1

BY: _____
Chairperson, Board of Trustees
School District No. 1

BY: _____
Gaining Chairman
Lewistown Education Association

BY: _____
President
Lewistown Education Association