

## **AGREEMENT**

This agreement is entered into between the Board of Trustees, School District #14-J, Hot Springs, Montana, hereinafter called the "Board" and the Hot Springs Education Association, affiliated with the Montana Federation of Public Employees (MFPE), NEA, AFT, and AFL-CIO, hereinafter call the "Association".

## **PREAMBLE**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the school district is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to meet and confer in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation by law to bargain collectively with the exclusive representative of public employees with respect to wages, hours, fringe benefits, and other conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

In consideration of the foregoing mutual conveyance, it is hereby agreed as follows:

# ARTICLE 1

## ***Recognition***

### 1.1 Association Recognition

The Board hereby recognizes the Association as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit. The Board agrees not to bargain with or recognize teachers' organizations other than the Association for the duration of this agreement.

### 1.2 Appropriate Unit of Definition

The appropriate unit shall consist of all certified employees hired in a teaching position in the district excluding substitute teachers and supervisors as defined in MCA 39-31-103.

### 1.3 Exclusive Rights of Association

The rights and privileges of the Association and its representatives to negotiate wages, hours, benefits and other conditions of employment and the processing of grievances as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other competing organization. Employees shall have the full freedom of association, self-organization, and designation of representatives of their own choosing to negotiate the terms and conditions of their employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection free from interference, restraint, or coercion by the Board or its agents. The Association, as the exclusive representative, will represent all members of the appropriate unit fairly and equally.

### 1.4 Management Rights

The Association recognizes the managerial prerogatives of the Board. Except as expressly provided in this agreement, the Board reserves all rights to manage the affairs of the District. Such rights include, but are not limited to the right to hire, promote, transfer, assign and retain employees; determine the methods, means, job classifications, and personnel by which

operations are to be conducted; relieving employees because of lack of work or finds or under conditions where continuation of such work would be inefficient and nonproductive; take whatever actions may be necessary to carry out the mission of the District in cases of emergency; and establish the methods and processes by which work is performed.

## ***Membership and Dues***

### **2.1 Membership**

All members of the appropriate unit shall be afforded the opportunity of membership with the Association.

### **2.2 Dues Deduction Authorization**

All members of the Association shall pay dues for membership. Commencing in October, the Board agrees to deduct in 10 equal installments from the salary of each Association member who has given the Board written authorization the amount of annual membership dues and related monies and will remit the same to the Association. The MFPE continuing membership form shall serve as the recognized authorization form. The Association will certify to the Board the amount of monthly dues and related monies after being provided by the Business Manager with employee names, contact information, and annual salaries. Dues deduction authorizations received during the school year will be prorated over the remaining payments of the employee's salary.

## ***Association Rights***

### **3.1 Information**

The Board agrees to furnish the Association upon request such public information it needs to perform its duties as the Exclusive Representative as required by law.

### **3.2 Association Business**

Representatives of the Association and its affiliates may conduct business on school property as long as it does not disrupt employees in their assigned duties and the orderly operation



of the school. The Association may also use school facilities for meetings and communication, subject to administrative approval to avoid conflict with other scheduled uses. The Association may post a reasonable amount of material on bulletin boards normally used for employee notices, may place material in employee's mailboxes, and may use the District email system to communicate with its members provided that such material or communication is non-political in nature with the exception of internal Association elections. Usage as described above shall be in compliance with all applicable District policies and State and Federal law. It is understood that employees have no right of privacy while using District space or email systems.

### ***Teacher's Rights***

#### **4.1 Representation**

Any teacher shall be entitled to have a representative from the Association or its agent present during any meeting that the teacher reasonably believes could adversely affect the conditions of their employment. Reasonable notice shall be given for the reason for such a meeting.

#### **4.2 Discipline**

No teacher shall be disciplined or discharged without due process and just cause. It is understood that discharged does not include the non-renewal of non-tenured teachers and nothing in this contract shall limit the Board's ability to non-renew a non-tenured teacher with or without cause. A system of progressive discipline shall be used as applicable.

#### **4.3 Personnel Files**

All records regarding a teacher shall be maintained in a single personnel file. An employee has the right to review, and upon their request, photocopy the contents of their file. No derogatory material shall be placed in the file without the teacher having the opportunity to review it. There will be no anonymous derogatory material placed in the file. Teacher's will be entitled to respond to derogatory material. In the event a response is submitted it shall be attached to the original material. A separate file may be kept for medical records and, when appropriate, active

discipline/grievances.

## ***Leaves***

### **5.1 Sick Leave**

At the beginning of each school year each teacher shall be credited with ten (10) days of leave at full salary for personal illness or disability, personal medical appointments, quarantine or communicable disease, or illness in the immediate family.

With Board approval, an additional 30 days of sick leave will be allowed for catastrophic illness as defined by a doctor. The Board has the authority to verify the illness as catastrophic. If this does not allow sufficient time to return to work, any teacher may donate any of their own accumulated unused sick leave to such a person.

Unused days of sick leave each year will be allowed to accumulate to one hundred (100) days. The school board will pay a rate of  $\frac{1}{2}$  substitute rate for every unused sick leave day beyond one hundred (100) days at the end of each school year. Upon termination, compensation will be determined by:

- a. For one hundred (100) or fewer unused sick leave days

Termination Pay =  $.200(Ns)(TS)/Nd$  where

Ns = Number of unused sick days one hundred (100) or less TS =

Termination Salary

Nd = Total of PI and PIR days in current school year

- b. And, if applicable, the number of unused sick days over one hundred (100) times  $\frac{1}{2}$  substitute rate.

### **5.2 Emergency Leave**

Three (3) days at full salary will be allowed each teacher for any unavoidable circumstances. Additional time, if requested by the teacher, shall be deducted from accumulated sick leave.

5.3

#### Personal Leave

Four (4) days at full salary will be provided to each teacher for personal reasons which require the teacher's absence during working hours. No reasons are necessary.

One (1) day can be carried into the following year which will allow a maximum accumulation of five (5) personal days. Three (3) additional days may be taken with the teacher paying for the cost of the substitute. Teachers may only use five (5) successive days of personal leave at any one time.

Unused personal leave beyond the one (1) carry over day will be paid at the current substitute teacher wage per day.

5.4

#### Leave of Absence

A leave of absence may be granted to a teacher after seven (7) years of continuous teaching in the District upon recommendation from the Superintendent and approval by the Board of Trustees. This leave of absence, if granted, will be utilized to pursue further education in the teaching field by taking 24 semester or 36 quarter hours toward a graduate degree or completion of a Masters Degree.

One teacher per year in each District, upon presentation of a program by the Superintendent, may be granted a leave of absence. To allow for budget preparation, request for a leave of absence must be submitted to the Superintendent by April 1<sup>st</sup> of the calendar year in which the leave is to be started.

Teachers granted a leave of absence shall agree to return and teach in the Hot Springs School District for the contract year following this leave.

In special and unique situations, the Board of Trustees may grant a leave of absence to a teacher requesting enrollment at a specific institution (i.e., vocational, trade, etc.) that is not an accredited university or college. Such request will be considered on an individual basis with the resultant decision remaining with the Board of Trustees.

5.5

#### Professional Leave

Temporary leave up to five (5) days at full salary is provided for each teacher for



visitation of other schools, attendance at educational conferences, serving on committees, and attendance at professional association committee meetings, conferences, conventions and assemblies, with the approval of the Superintendent. The Superintendent may grant additional days if needed. Travel, meals, conference fees, and room compensation for all leave under this provision will be negotiated on an individual basis and be dependent upon available funding. It is recognized that grants and other special funding and/or special needs may provide or require more funding for some educational areas than is available for the remaining areas.

Teachers selected as mentor teachers will be given up to four hours per month for release time to assist new teachers with their teaching duties.

#### 5.6 Maternity Leave

Sick leave may be utilized by birthing mothers for maternity leave. Fathers and adopting parents may utilize a maximum of fifteen (15) sick leave days for maternity leave. Birthing mothers may have the wage of a non-contracted substitute deducted from their salary for thirty (30) days beyond sick leave. When the substitute begins working under contract (the thirty first (31) consecutive day) all maternity days will be deducted from the teacher's pay at the rate of  $\frac{1}{N_d}$  of her annual salary.

( $N_d$  = the total of PI and PIR days in the current school year).

The District will provide eight (8) days of paid leave for maternity/paternity leave for birthing parents and adoptive parents. This leave will be given before the teacher is required to use his/her sick leave days.

For teachers with five (5) years or more of service within the District one (1) year of leave without pay may be taken for maternity/paternity leave. The teacher will have the option to maintain full health insurance benefits at the full cost of the teacher.

## ***Salary Schedule***

### **6.1 Salary Schedule**

The salaries of teachers hired in District #14-J shall be covered by the salary schedule and such salary schedule shall remain in effect during the designated periods.

(See pages 25 and 26)

Teachers who have reached the bottom of the BA +4 and MA columns will receive a \$500 cost of living adjustment every three years.

Upon consulting with the Hot Springs Education Association, the Hot Springs School Board may offer signing incentives to secure teachers in areas of extreme application shortage.

### **6.2 Non-tenured and Newly Hired Teachers**

Non-tenured and newly hired teachers with three years of experience or less will be hired at the step 2 lane of the lane corresponding to their education level on the adopted salary schedule. The individual's salary position will remain frozen on the schedule until the 4<sup>th</sup> year of employment, unless he/she has attained additional education which would allow for lane advancement in accordance with Article 6.6 and 6.7 of the agreement.

### **6.3 Extra Duty Pay**

The rate for extra duty pay is multiplied times the current base salary to obtain extracurricular salary. Each coach or sponsor will be given an additional one-half percent (0.5%) per year of experience in this District for that sport or duty only. (See pages 27 and 28)

Those receiving extra duty pay for seasonal activities may choose to receive their stipend in the pay period directly following the conclusion of the sport or activity or in conjunction with the June 7<sup>th</sup> payroll, and only upon completion of checkout with the appropriate administrator. Those receiving extra duty pay for year long extra curricular activities may choose to receive their stipend in conjunction with the June 7<sup>th</sup> payroll (upon



completion of checkout with the appropriate administrator) or they may choose to receive their stipend in two equal payments in conjunction with the December 7th payroll and the remainder in conjunction with the June 7<sup>th</sup> payroll (upon completion of checkout with the appropriate administrator).

6.4 Recognition for Experience

All teachers shall be given full credit on the salary schedule set forth for ten (10) years of outside teaching experience in any school district in the State of Montana or other teaching experience in a school district accredited by a recognized accrediting agency.

6.5 Mileage

In conjunction with Section 5.5, the district agrees to pay the current state rate for travel authorized by the Administration when teachers use their personal vehicle.

6.6 Recognition for Additional Preparation

Documentation of additional professional preparation may be in the form of an official transcript, course grade slip, or an advisor's letter.

In moving from one preparation column to another, a teacher will move to the next column and down one step (i.e., a teacher with a BA+1 (one) semester with five (5) years experience on obtaining an additional semester of preparation, shall move to the BA+2 (two) semesters at the six (6) year step.)

A semester is defined as twelve (12) graduate or fifteen (15) undergraduate **quarter** credits, **OR** eight (8) graduate or ten (10) undergraduate **semester** credits. A combination of graduate and undergraduate quarter or semester credits is allowed.

All teachers going back to school in the summer and by doing so move horizontally across the salary schedule must inform the Superintendent of their intention **in writing** by April 10<sup>th</sup> of the school year prior to that summer. The program must be in the appropriate teaching field and pertinent to the current curriculum **OR** approved by the Superintendent. The program would not be considered in the appropriate teaching field and pertinent to the current curriculum if it is in pursuit of a Masters Degree in Education Administration (or

School Administration). Grade slips must be turned in to the District Clerk by October 1<sup>st</sup> each year and the individual teacher's salary will be adjusted retroactive to the beginning of that school year.

6.7 Reimbursement for Credits

The Board will reimburse one hundred (\$100) dollars per credit for a maximum of three (3) credits every year. The credits must be in the appropriate teaching field and pertinent to the current curriculum or approved by the Superintendent. Notification of intent must be given in writing by April 10<sup>th</sup> of the school year prior.

6.8 Coordinator Pay

The Title IX Coordinator, 504 Coordinator, Safety Coordinator, and Civil Rights Coordinator shall each be paid at the rate of \$100 per year.

6.9 Grant Pay

The administration may offer a stipend to a teacher who successfully writes a grant without violating the terms of this contract.

6.10 Class Sponsor Pay

Each junior and senior Class Sponsor will be paid \$50 per year in conjunction with the June 7<sup>th</sup> payroll.

6.11 MTSS Team

Stipend to be divided by team members equally. Members must be present for a minimum of 80% of meetings to receive the stipend share.

6.12 Drivers Education Pay

The driver's education instructor will be paid an hourly rate calculated from the instructor's place on the salary schedule for instructional time outside the regular school day.

Drivers Education Pay =  $(TS/Nd)/8$  where TS =

Teacher Salary, excluding all stipends

Nd = Total of PI and PIR days in current school year

6.13 Earned Longevity Pay

Any teacher may earn a longevity stipend by teaching with the District a minimum of 25 years (with a maximum credit of 5 years from outside the District) at Hot Springs Schools or having reached 60 years of age with 20 years of service in Hot Springs Schools (five of which may be brought in from outside the District). A qualifying teacher will receive a stipend equal to 50% of the difference between such teacher's salary and the beginning salary in that column. This stipend will be paid according to the following conditions:

1. A qualifying employee may elect to receive the stipend beginning with the school year immediately following the school year in which he/she qualifies for the stipend.
2. At the option of the employee, the stipend may be taken in full during the first eligible year or any year thereafter **or** distributed equally for a period up to five years.
3. An employee must provide the clerk with a letter of intent by the first school day in May during the school year prior to the first utilization of the longevity stipend. The letter must state how the employee wishes to have the stipend distributed.
4. The amount of the stipend will be calculated based upon the appropriate figures in effect during the school year in which the letter of intent is filed.
5. If a qualified employee terminates employment with the District, any residual balance of this stipend will be payable to said employee no later than October 1 of the following school year.
6. For payroll purposes, this stipend is the equivalent of any other stipend paid by the district. It is earned income resulting from working within the District for the defined number of years. As part of ordinary salary, this stipend will be subject to ordinary salary deductions but may not be construed as termination pay, retirement incentive, etc. Consequently, this stipend does not qualify for any of the options as presented by the Teachers' Retirement System.



6.14 Pay Periods

Payroll checks shall be issued on the seventh (7<sup>th</sup>) of each month. If the seventh (7<sup>th</sup>) falls on a day when school is not regularly in session, payroll checks will be available on the day prior to the break. August paychecks will be issued on the 7<sup>th</sup> for teachers returning to the district and on the first day of school for all newly hired teachers. The June paycheck will be issued on the last school calendar day and the July paycheck will be issued upon completion of checkout with the respective building principal.

In the event a teacher's employment with the District terminates in conjunction with the end of the school year, June and July paychecks will be issued upon completion of check out with the respective building principal.

Administration encourages teachers to complete the checkout process within one week of the final P.I. day of the school year.

## ***Health Insurance***

7.1 Health Insurance

Health Insurance will be provided for teachers and their dependents. The deductible for said program will be fifteen hundred (\$1500) for each individual and three thousand dollars (\$3000) per family, with an 80/20 co-pay.

Retiring teachers who qualify for the earned longevity pay as set forth in this contract (6.13) will have 50% of their health insurance coverage at the time of retirement paid for by the District for the first three months following retirement. This provision applies only to those retiring teachers who are not eligible to enroll in the health plan of another school district during the term of this benefit.

7.2 Mutual Selection of Insurance

Insurance company and coverage shall be mutually selected by the Association and the Board of Trustees. An insurance committee composed of three (3) researchers appointed by the Association and three (3) board members appointed by the Board will review possible changes and make recommendations to the Association and the Board of

Trustees.

If a session of the Montana Legislature enacts a statewide K-12 Public School Health Insurance Program during the term of this agreement, the parties mutually agree to bargain over whether or not to participate in the program. Notice of intent to bargain must be given to either party within thirty (30) calendar days after such enactment.

7.3 Premium Payment

Health Insurance coverage shall be provided for 100% single and 70% of couple and family premium rates. The rates shall be based upon the rate in effect as of September 1<sup>st</sup> of the coming school year.

7.4 Limitations of Coverage

When health insurance benefit coverage begins and/or stops shall be determined by the insurance carrier, policy, trust or insurance plan or program.

The Board has no obligation to provide health insurance coverage for any teacher or that teacher's dependents in the event the group carrier will not accept said teacher.

7.5 District Responsibility

It is understood that the District's only responsibility is to pay to the selected insurance carrier, trust or plan the proper amounts of funds. The District shall not act as the insurance carrier or be responsible in any way for the amount of monies as a result of the denial of any claims and/or coverage. No claim shall be made against the School District as a result of denial of insurance benefits or coverage by the insurance plan, policy, insurance carrier, trust or administrator.

7.6 Health Insurance Exclusion Option

Any certified employee that has verifiable documentation of comparable health insurance coverage; can elect to opt-out of the district's health insurance plan for a small stipend. Documentation must be provided to the Administration proving the employee is or will be covered by another source. This election must be made on an annual basis.

- Compensation will be a stipend equal to 80% of a single person's

coverage and included in the employee's monthly salary.

## ***Flexible Benefits***

### **8.1 Medical Flexible Benefit Plan**

The Medical Flexible Benefit Plan will start September and end in August.

Participants will make their elections for the plan year by September 1. Deductions will begin with the September payroll. Reimbursement of eligible medical expense will be available at the start of the plan year and may not exceed the election.

Participants have a grace period of thirty (30) days after the end of the plan year to request reimbursement of eligible expenses. Any unused flex dollars will be forfeited to the District after the grace period has lapsed.

### **8.2 Day Care Flexible Benefit Plan**

The Day Care Flexible Benefit Plan will start in September and end in August.

Participants will make their election for the plan year by September 1. Deductions will begin with the September payroll and may not exceed \$5000. Participants may be reimbursed only for the amount that is available. Elections may be changed if: 1.) A new child has been born/adopted; and/or 2.) The employment status of the participant or his/her spouse has changed. Participants have a grace period of thirty (30) days after the end of the plan year to request reimbursement of eligible expenses. Any unused flex dollars will be forfeited to the district after the grace period has lapsed.

### **8.3 Eligibility**

Eligibility for the Flexible Benefits Plan will coincide with the Health Insurance Plan.

### **8.4 District Responsibility**

The district will be responsible for the annual maintenance fees and the start up costs of the plan.

## ***Worker's Compensation***

### **9.1 Worker's Compensation**

The Board shall participate in the Worker's Compensation Insurance Program as



provided by law. The disabled teacher shall have the option to receive benefits under the program or to exercise rights under sick leave provisions.

## ***Other Benefits Provided***

### **10.1 Other Benefits**

- The Board will provide Corporate Costco Membership to all certified Teachers.
- The board will provide \$20.00 toward DSL service monthly provided the teachers maintains their individual sites. In order to receive the reimbursement teachers will submit a claim form to the Superintendent on a monthly basis.
- The Board will allow blue jeans to be worn on the last day of the week. Blue jeans can be worn with a school shirt (i.e. Shirt with the school logo on it).
- Compensation will be awarded to a teacher who "Substitutes" for another during their prep/plan period in the form of additional personal leave. A "substitute form" will be created and filled out by the teacher subbing for another teacher and will then be submitted to the business manager who will track the accumulated leave using a spreadsheet.

Eight (8) period substitutions will equal one (1) personal day.

### **10.2 Professional Membership**

The Board will reimburse for one professional membership up to seventy- five dollars (\$75) per teacher per year.

## ***Teacher Work Year***

### **11.1 School Calendar**

School Calendar: A committee of four (4) Certified HSEA members shall be appointed: Two (2) members from grade K-6 and two (2) members from grades 7-

12. They shall develop calendars for the next school year, obtain a faculty vote as to the most

avored plan, and then forward that plan to the Superintendent as a faculty recommendation.

The Association is to be notified of any changes in the school calendar within a reasonable time after such change is made.

#### 11.2 Calendar Dates

MFPE Convention days are to be included on the school calendar. December 24<sup>th</sup> is to be a full day of vacation each year.

#### 11.3 In-service Days

In-service days are to be planned in conjunction with the administration and the HSEA members. These members are to be selected by the Association.

For teachers with two (2) or more years of service in the district, renewal units earned after the last day of the previous school year and May 1<sup>st</sup> of the current school year can be used to supplant P.I.R. hours scheduled for the Tribal P.I.R. day and for the annual MFPE conference. The teacher must provide proof of the earned renewal units to the Superintendent and must show classroom relevance.

Teachers must not have received financial compensation for the given hours. If proof is not provided and the hours are not approved by the Superintendent by May 1<sup>st</sup>, 1/Nd of the teachers pay will be docked for each day not approved.

(Nd = the total of PI and PIR days in the current school year).

The District will compensate teachers at a rate of 1/158<sup>th</sup> of the teacher's salary for PIR days over the state requirement of seven (7) days. A maximum of three (3) days will be paid.

### ***Teacher Evaluation***

#### 12.1 Evaluation Procedure

Evaluation method and instrument shall be developed by a committee consisting of Certified HSEA members and Administrators and/or Board members. This committee will consist of two (2) Certified HSEA elementary teachers, two (2) Certified HSEA high school teachers, two (2) administrative personnel and two (2) board members. Evaluation of

teacher performance shall be done by the Principal or Superintendent.

## ***Grievance Procedure***

### **13.1 Grievance Procedures for Certified Staff**

#### **Definitions**

A **grievance** is a claim by a grievant that there is a violation, misinterpretation, or inequitable application of District policies or practices or the term of this Agreement.

A **grievant** is an employee, or group of employees, or the Association filing a grievance.

**Days** will mean employee work days. If however, a grievance is filed within the last fifteen (15) days of the school year, days will mean calendar days.

#### **Rights to Representation**

An Association representative may be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been presented under this procedure.

When it is necessary for an employee to attend a meeting or hearing held in connection with grievance, he or she and the Association representative, if present, will be released from normal duties, without loss of pay, in order to do so.

Nothing contained herein shall prevent an employee from discussing a potential grievance with his/her supervisor and having the matter remedied in an informal procedure provided that the remedy is consistent with the terms of this Agreement. The Association will be notified of agreement.

#### **Procedure**

Level I. Within fifteen (15) days of the occurrence of or knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the principal, who will arrange for a meeting to take place within five (5) days after receiving the complaint. The principal's answer shall include the reasons upon which the decision was based.

Level II. If the grievant or the Association is not satisfied with the disposition of grievance



at Level I, then the grievance may be referred in writing to the superintendent.

The superintendent shall arrange for a hearing with the grievant to take place within five (5) days after receipt of the appeal. Upon conclusion of the hearing, the superintendent will have five (5) days to provide the grievant and the Association with a written decision, together with the reasons for the decision.

Level III. If the grievant or the Association is not satisfied with the disposition of grievance at Level II, or if no decision has been rendered within the time period provided, then the grievance may be referred to the School Board. The School Board shall arrange for a hearing with the grievant and the Association, to take place within twenty (20) days after receipt of the appeal. Upon conclusion of the hearing, the School Board will have five (5) days to provide the grievant and the Association with a written decision, together with the reasons for the decision.

Level IV. Binding Arbitration - If the Association is not satisfied with the disposition of the grievance by the School Board or if no disposition has been made within the period provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator.

The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within ten (10) days after it has received the School Board's decision at Level III. If any questions arise as to the arbitrability, such question will be ruled upon by the arbitrator selected to hear the grievance.

Within ten (10) days after such written notice of submission to arbitration, a request for a list of seven arbitrators may be made to the Board of Personnel Appeals by the Association. Within ten (10) days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.

The arbitrator shall have no authority to modify, add to, or subtract from the terms of the Agreement. This arbitration provision is for grievance arbitration and there shall be no interest arbitration. If any question of arbitrability arises, such question shall be ruled upon by the arbitrator selected to hear the grievance.

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.

#### Time Limit Penalties

Grievances must be filed and advanced in accordance with the time limitation contained herein. If the time limitations are not complied with by the grievant, the right to pursue the grievance further is immediately waived. If the District does not comply with the time limitations, the matter will be considered sustained and the grievance granted, and the remedy will be granted.

#### No Reprisals

No Reprisals of any kind will be taken by the Board or school administration against any person because of participation in this grievance procedure.

#### Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

### ***Teaching Assignments***

#### 14.1 Teaching Assignments

All contracted teachers shall be given written notice of their teaching assignments for the forthcoming year. In the event that changes in such teaching assignments or schedules are proposed, all contracted teachers affected shall be notified as soon as the District has determined that proposed change and shall be consulted as the nature and extent of the change. HSEA members in good standing will be part of creating the specials schedule and class schedules (2 members from the elementary and 2 members from the high school).

14.2 Lunch/Hall Duty

Teachers assigned to lunch-duty and hall-duty in the elementary (K-6) and junior/senior high school(s) (7-12) shall receive lunch for the day. Reimbursement to food services will be encumbered by the School District. Each teacher will be provided with a 30-minute duty free lunch with the exception of the 7-12 staff on the assigned hall duty week.

14.3 Preparation Period

Each teacher in the District is to have a preparation period each day equivalent to one (1) high school period.

14.4 Staff Room

The teachers are to be provided with a staff room that is separate from the work areas and independent of the students.

14.5 Staff Meetings

The contractual day may be increased by up to 30 minutes one day a week to allow for meetings and other school business during the school year if 24 hour notice is provided by the administration.

### ***Faculty Representation***

15.1 Faculty Representation

Two (2) non-administrative Certified HSEA faculty Association representatives, one from K-6 and one from 7-12, approved by the Board, shall be members of the committee that screens candidates for administrative positions, and be present for interviews. In accordance with Montana State Law, non-administrative faculty will not have access to confidential portions of the applications.

### ***Reduction in Force***

16.1 Reduction in Force

If the Board of Trustees determines the need to have a reduction in force in the event of levy failure, enrollment reduction, changes in school funding, or other factors then the following provisions shall apply:



- A. The School Board shall determine which instructional curricular, extra-curricular and co-curricular or other programs will be maintained, reduced, or eliminated.

**Level One:** Normal attrition from retirement and resignation will be used first.

**Level Two:** If, after attrition, it is necessary to lay off any teacher, the Board of Trustees shall first give notification of layoff to any non-tenured teacher in any position(s) to be eliminated provided a tenured teacher is certified and endorsed to hold the position(s).

**Level Three:** If after attrition and the layoff of non-tenured teachers, it becomes necessary to lay off a tenured teacher(s), the Board of Trustees shall give notification of layoff to the least senior tenured teacher(s) provided more senior tenured teacher(s) is certified and endorsed to hold the position(s) in question.

**Level Four:** A tenured teacher who is notified of layoff will have the right to displace any non-tenured teacher whose work he or she is certified and endorsed to perform. A teacher who displaces another teacher will maintain his/her proper level on the salary schedule and will retain all accrued benefits.

**Seniority:** Seniority will be computed from the teacher's most recent date of continuous employment in the school system and will begin to accrue as of the first day of actual service in the school system. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, but such time will not be counted toward seniority unless required by law.

When seniority is equal among rankings of those teachers, seniority shall be determined first by full time versus part time status. Full time status will have seniority over part time status.

When part time status versus full time status is equal, ranking of teachers would be determined by preparation level as indicated by current placement on the salary schedule. When seniority, status, and preparation level are equal between or among teachers, ranking shall be determined

by experience level (high school experience for high school positions, elementary school experience for elementary school).

When seniority, status, preparation level, and experience level are equal between or among teachers, ranking shall be determined by the three most recent performance evaluations from the Hot Springs Schools.

**Recall Procedure:**

- A. Whenever there is a vacancy or anticipated vacancy. Laid off teachers who are certified and endorsed to perform the work in question will be recalled on the basis of:
  - 1. Seniority, and
  - 2. The three most recent performance evaluations from Hot Springs Schools
- B. If a teacher has been transferred to a position other than that held immediately prior to transfer, the teacher will remain eligible for recall for the prior position.
- C. Notice of recall will be given by certified mail to the last address given to the Board of Trustees, by the laid off teacher. A copy of the notice or recall will be given to the Hot Springs Education Association President. If the teachers fails to respond within ten (10) calendar days after receipt of the above notice, or if the certified letter is returned to the District after being sent to the last known address, the teacher will be deemed to have refused the position offered.
- D. A teacher who is laid off will remain on the recall list for eighteen (18) months after the affect date of layoff unless the teacher;
  - 1. Waives recall rights in writing;
  - 2. Resigns;
  - 3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position;
  - 4. Fails to report to work in a position that he or she has accepted unless such

employee is sick or injured; or

5. Has secured temporary employment elsewhere; he or she will be allowed a two (2) week/ fourteen (14) day time period before being required to report to work.

### ***Effect of the Agreement***

#### **17.1 Effect**

This Agreement constitutes the full and complete agreement between the Board and the Association. This Agreement supersedes any prior agreement, rules, or practices concerning the terms and conditions of employment.

#### **17.2 Changes in Agreement**

No changes shall be made to any parts of this agreement unless by mutual written consent of both parties.

#### **17.3 Savings Clause**

If any part or parts of this agreement are found at future date to void by law, it will affect only those parts so found and all other parts of this agreement shall remain in full force and effect. At the request of either party, negotiations shall immediately commence in order to bargain over the impact of said change and/or to modify or replace the affected parts.

#### **17.4 Duplication and Distribution**

This Agreement will be available for download off of the District website and if a printed copy is requested by an employee one will be provided by the District office.

#### **17.5 Effective Period**

This Agreement shall become effective July 1, 2021 and remain in full force and effect until and including June 30, 2023. This agreement shall be considered automatically renewed



from year to year unless one party gives notice to the other by March 1, 2023 or the anniversary thereof.

17.6 Date and Signatures

IN WITNESS THEREOF:  
For the Hot Springs Education Association:

Mindy Lichtman 5/12/21  
President of HSEA Date

Susan Hunter 5/12/21  
Secretary HSEA Date

For the Board of Trustees School District #14-J:

[Signature] 5-12-21  
Board Chair Date

[Signature] 5.12.21  
Board Clerk Date

## Hot Springs Schools Salary Schedule 2021-2022

Increase

3%

Base

\$29,828

|          |         |         |         |         |         |         |
|----------|---------|---------|---------|---------|---------|---------|
| Across = | 100.00% | 104.00% | 107.00% | 110.00% | 113.00% | 117.00% |
| Down =   | 3.50%   | 3.50%   | 3.50%   | 3.50%   | 3.50%   | 4.00%   |

| Step | BA     | BA+1   | BA+2   | BA+3   | BA+4   | MA     |
|------|--------|--------|--------|--------|--------|--------|
| 0    | 29,828 | 31,021 | 31,916 | 32,811 | 33,706 | 34,898 |
| 1    | 30,872 | 32,065 | 32,960 | 33,854 | 34,749 | 36,091 |
| 2    | 31,916 | 33,108 | 34,003 | 34,898 | 35,794 | 37,285 |
| 3    | 32,960 | 34,153 | 35,048 | 35,943 | 36,837 | 38,478 |
| 4    | 34,003 | 35,197 | 36,091 | 36,986 | 37,881 | 39,670 |
| 5    | 35,048 | 36,241 | 37,136 | 38,031 | 38,925 | 40,864 |
| 6    | 36,091 | 37,285 | 38,179 | 39,074 | 39,969 | 42,057 |
| 7    | 37,136 | 38,328 | 39,223 | 40,119 | 41,014 | 43,250 |
| 8    | 38,179 | 39,373 | 40,268 | 41,162 | 42,057 | 44,443 |
| 9    | 39,223 | 40,416 | 41,311 | 42,206 | 43,101 | 45,636 |
| 10   | 40,268 | 41,461 | 42,356 | 43,250 | 44,145 | 46,830 |
| 11   | 41,311 | 42,505 | 43,399 | 44,294 | 45,189 | 48,023 |
| 12   | 42,356 | 43,548 | 44,443 | 45,339 | 46,233 | 49,215 |
| 13   |        | 44,593 | 45,487 | 46,382 | 47,277 | 50,409 |
| 14   |        | 45,636 | 46,531 | 47,426 | 48,321 | 51,602 |
| 15   |        |        | 47,576 | 48,470 | 49,365 | 52,795 |
| 16   |        |        | 48,619 | 49,514 | 50,409 | 53,988 |
| 17   |        |        |        | 50,558 | 51,453 | 55,181 |
| 18   |        |        |        | 51,602 | 52,497 | 56,374 |
| 19   |        |        |        | 52,646 | 53,540 | 57,568 |
| 20+  |        |        |        | 53,243 | 54,138 | 58,166 |
| 25+  |        |        |        | 54,137 | 55,035 | 59,063 |

1st Career Inc. 20+ Years 2% of base X

2nd Career Inc. 25+ Years 3% of base X

Teachers who have reached the bottom of the BA+4 and MA Columns will receive a \$500 cost of living adjustment every three years.

BA+1 (one) semester (see section 3.6)- A semester is defined as:

- twelve (12) graduate or fifteen (15) undergraduate **quarter** credits,
- **OR** eight (8) graduate or ten (10) undergraduate **semester** credits.
- A combination of graduate and undergraduate quarter or semester credits is allowed.

## Hot Springs Schools Salary Schedule 2022-2023

Increase

2%

Base

\$30,424

|          |         |         |         |         |         |         |
|----------|---------|---------|---------|---------|---------|---------|
| Across = | 100.00% | 104.00% | 107.00% | 110.00% | 113.00% | 117.00% |
| Down =   | 3.50%   | 3.50%   | 3.50%   | 3.50%   | 3.50%   | 4.00%   |

| Step | BA     | BA+1   | BA+2   | BA+3   | BA+4   | MA     |
|------|--------|--------|--------|--------|--------|--------|
| 0    | 30,424 | 31,641 | 32,554 | 33,467 | 34,380 | 35,596 |
| 1    | 31,490 | 32,706 | 33,619 | 34,531 | 35,444 | 36,813 |
| 2    | 32,554 | 33,770 | 34,683 | 35,596 | 36,509 | 38,031 |
| 3    | 33,619 | 34,836 | 35,749 | 36,662 | 37,574 | 39,247 |
| 4    | 34,683 | 35,901 | 36,813 | 37,726 | 38,639 | 40,464 |
| 5    | 35,749 | 36,965 | 37,878 | 38,791 | 39,703 | 41,682 |
| 6    | 36,813 | 38,031 | 38,943 | 39,856 | 40,769 | 42,898 |
| 7    | 37,878 | 39,095 | 40,008 | 40,921 | 41,834 | 44,115 |
| 8    | 38,943 | 40,160 | 41,073 | 41,985 | 42,898 | 45,332 |
| 9    | 40,008 | 41,224 | 42,137 | 43,050 | 43,963 | 46,549 |
| 10   | 41,073 | 42,290 | 43,203 | 44,115 | 45,028 | 47,767 |
| 11   | 42,137 | 43,355 | 44,267 | 45,180 | 46,093 | 48,983 |
| 12   | 43,203 | 44,419 | 45,332 | 46,245 | 47,157 | 50,200 |
| 13   |        | 45,485 | 46,397 | 47,310 | 48,223 | 51,417 |
| 14   |        | 46,549 | 47,462 | 48,375 | 49,288 | 52,634 |
| 15   |        |        | 48,527 | 49,439 | 50,352 | 53,851 |
| 16   |        |        | 49,591 | 50,504 | 51,417 | 55,068 |
| 17   |        |        |        | 51,569 | 52,482 | 56,285 |
| 18   |        |        |        | 52,634 | 53,547 | 57,501 |
| 19   |        |        |        | 53,699 | 54,611 | 58,719 |
| 20+  |        |        |        | 54,308 | 55,220 | 59,328 |
| 25+  |        |        |        | 55,220 | 56,132 | 60,240 |

1st Career Inc.                      20+ Years                      2%                      of base X

2nd Career Inc.                      25+ Years                      3%                      of base X

Teachers who have reached the bottom of the BA+4 and MA Columns will receive a \$500 cost of living adjustment every three years.

BA+1 (one) semester (see section 3.6)- A semester is defined as:

- twelve (12) graduate or fifteen (15) undergraduate **quarter** credits,
- **OR** eight (8) graduate or ten (10) undergraduate **semester** credits.
- A combination of graduate and undergraduate quarter or semester credits is allowed.



## Hot Springs Schools Extracurricular Pay Schedule 2021-2022

SALARY BASE        \$29,828

| Assignment                       | Base Rate | Stipend |
|----------------------------------|-----------|---------|
| Head Boys Basketball             | 10%       | 2,983   |
| Assistant Boys Basketball        | 7%        | 2,088   |
| Head Girls Basketball            | 10%       | 2,983   |
| Assistant Girls Basketball       | 7%        | 2,088   |
| Head Football                    | 10%       | 2,983   |
| Assistant Football               | 7%        | 2,088   |
| Cross Country Coach              | 10%       | 2,983   |
| JH Football                      | 5%        | 1,491   |
| Head Volleyball                  | 10%       | 2,983   |
| JH Volleyball                    | 5%        | 1,491   |
| Assistant Volleyball             | 7%        | 2,088   |
| Head Track                       | 10%       | 2,983   |
| Assistant Track                  | 7%        | 2,088   |
| Junior High Boys Basketball      | 5%        | 1,491   |
| Junior High Girls Basketball     | 5%        | 1,491   |
| Junior High Track                | 5%        | 1,491   |
| Pep Band                         | 5%        | 1,491   |
| Drama                            | 5%        | 1,491   |
| Cheerleading Advisor             | 4%        | 1,193   |
| Pep Club Advisor                 | 3%        | 895     |
| Concessions Advisor              | 15%       | 4,474   |
| FCCLA Advisor                    | 5%        | 1,491   |
| Ski Club Advisor                 | 4%        | 1,193   |
| Native American Club Advisor- HS | 4%        | 1,193   |
| Athletic/Activities Director     | 10%       | 2,983   |
| Athletic/Activities Director     | 10%       | 2,983   |
| Computer Coordinator - HS        | 8%        | 2,386   |
| Computer Coordinator - EL        | 8%        | 2,386   |
| Ticket Taker                     | 4%        | 1,193   |
| Student Council Advisor          | 2%        | 597     |
| National Honors Society Advisor  | 3%        | 895     |
| Test Coordinator                 | 3%        | 895     |
| FFA Advisor                      | 10%       | 2,983   |
| Teacher Mentor                   | 2%        | 597     |
| MTSS Team Members—Split Equally  | 25%       | 7,457   |

## Hot Springs Schools Extracurricular Pay Schedule 2022-2023

**SALARY BASE            \$30,424**

| Assignment                       | Base Rate | Stipend |
|----------------------------------|-----------|---------|
| Head Boys Basketball             | 10%       | 3,042   |
| Assistant Boys Basketball        | 7%        | 2,130   |
| Head Girls Basketball            | 10%       | 3,042   |
| Assistant Girls Basketball       | 7%        | 2,130   |
| Head Football                    | 10%       | 3,042   |
| Assistant Football               | 7%        | 2,130   |
| Cross Country Coach              | 10%       | 3,042   |
| JH Football                      | 5%        | 1,521   |
| Head Volleyball                  | 10%       | 3,042   |
| JH Volleyball                    | 5%        | 1,521   |
| Assistant Volleyball             | 7%        | 2,130   |
| Head Track                       | 10%       | 3,042   |
| Assistant Track                  | 7%        | 2,130   |
| Junior High Boys Basketball      | 5%        | 1,521   |
| Junior High Girls Basketball     | 5%        | 1,521   |
| Junior High Track                | 5%        | 1,521   |
| Pep Band                         | 5%        | 1,521   |
| Drama                            | 5%        | 1,521   |
| Cheerleading Advisor             | 4%        | 1,217   |
| Pep Club Advisor                 | 3%        | 913     |
| Concessions Advisor              | 15%       | 4,564   |
| FCCLA Advisor                    | 5%        | 1,521   |
| Ski Club Advisor                 | 4%        | 1,217   |
| Native American Club Advisor- HS | 4%        | 1,217   |
| Athletic/Activities Director     | 10%       | 3,042   |
| Athletic/Activities Director     | 10%       | 3,042   |
| Computer Coordinator - HS        | 8%        | 2,434   |
| Computer Coordinator - EL        | 8%        | 2,434   |
| Ticket Taker                     | 4%        | 1,217   |
| Student Council Advisor          | 2%        | 608     |
| National Honors Society Advisor  | 3%        | 913     |
| Test Coordinator                 | 3%        | 913     |
| FFA Advisor                      | 10%       | 3,042   |
| Teacher Mentor                   | 2%        | 608     |
| MTSS Team Members—Split Equally  | 25%       | 7,606   |