

Drummond Teachers Organization Collective Bargaining Agreement 2023-2025

THIS AGREEMENT IS A TWO YEAR CONTRACT. IT SHALL BE EFFECTIVE AS OF JULY 1, 2023 AND SHALL CONTINUE IN EFFECT THROUGH JUNE 30, 2025. THIS AGREEMENT SHALL NOT BE EXTENDED ORALLY, AND IT IS EXPRESSLY UNDERSTOOD THAT IT SHALL EXPIRE ON THE INDICATED DATE.

THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE _____ DAY OF _____ 2023.

IN WITNESS THEREOF:

FOR THE DRUMMOND

FOR THE BOARD OF TRUSTEES

TEACHER ORGANIZATION

DISTRICT #11 and #2

President

Chairperson

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Definitions

In the terms set forth by this agreement the following definitions shall apply:

Drummond Teachers Association (DTO)

The Drummond Teachers Association is defined as the collective of teachers working at Drummond Public Schools and shall include both representatives from the Drummond Teachers Union as well as any other teachers employed by the district. The acronym DTO shall be used throughout this document to refer to this collective.

Board

The Board of Trustees of School Districts #11 and #2, Drummond, Montana. The supervision and control of the school is vested in the Board of Trustees elected by law.

Agreement

The negotiated agreement entered into and formally ratified by the DTO and Board of Trustees.

School District

The term "School District" shall refer to both School District #11 and #2 in Drummond, MT.

Teachers

The DTO as exclusive representative, will consist of all teachers of the Districts certified in Class I, II, IV, V, VI or VII as provided in Section 20-4-106, M.C.A. and whose positions call for or require such certification and/or license, or those positions that have heretofore been included in the appropriate unit but will exclude the following:

1. Certified Substitute teachers who teach in the same position less than thirty-five (35) consecutive days
2. The Superintendent and Assistant Superintendent
3. Principals and Assistant Principals
4. Supervisors as defined in Section 39-31-103, M.C.A.
5. All other employees

Full-time teachers are referred to as full-time employees with the following code: 1.0 FTE. Part-time teachers may be referred to using the decimal percentage in accordance with their employment. Example: .57 FTE = half-time employees.

Business Day

"Business day" is defined as all days excluding Saturdays, Sundays, and holidays as designated by 1-1-216 M.C.A.

School Day

“School day” is defined as any day that teachers are contracted to work.

College Credit

The term “College Credit” shall refer to semester credits. One semester credit is equal to 1.5 quarter credits.

Committee

A committee is defined as a group of teachers either volunteering or being assigned to a specific purpose in alignment to school goals or needs.

Calendar Committee

A committee of at least one representative of the elementary, high school, and the administration will form to create, propose, and ratify the school calendar in a timely fashion.

PIR Committee

A committee of at least one representative of the elementary, high school, and the administration will form to create, propose, and schedule PIR days for the Drummond teachers.

Recognition

The Board of Trustees of Drummond School Districts #11 and #2 hereby recognizes, for the period of the Agreement, the Drummond Teachers Organization (DTO) as the sole and exclusive representative for the collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment, for all members of the bargaining unit.

1.0 Teaching Hours and Load

1.1 School Day

The regular school day for teachers is set by the administrator; not to exceed 30 minutes prior to the first bell and not to exceed 30 minutes after students are dismissed on non-early school dismissal days. The building administrator has the authority to permit/require exceptions.

The DTO and administration understand that educators need to be flexible with their contractual hours in order to fulfill student, parent, or district needs. Examples include but are not limited to Individual Educational Plan (IEP) meetings that occur outside of regular school day. All major changes to the contract hours must have written approval from both the DTO president and the Superintendent. All alternative schedules and hours should only be proposed to accommodate the needs of the students and should not be proposed to accommodate the needs of district personnel.

1.2 Work Year

The school calendar shall be made by the Superintendent in consultation with the Calendar Committee and shall contain at least the minimum number of hours required by the law, (Section 2100 -Board Policy). After mutual agreement has been reached between the superintendent and the Calendar Committee, the calendar will be presented to the school board for approval. Each calendar will have no less than 7 PIR days scheduled.

1.3 Make Up of Missed Days of School

Drummond School Districts #11 and #2 staff will make reasonable assurance that any scheduled in person instruction that is canceled for any weather related reason will be on a Friday when no school was originally scheduled at the discretion of the administration.

1.4 Staff Meetings

The DTO shall agree to an extension to the contract hours on Wednesdays from 3:45 pm to 4:30 pm to facilitate crucial staff meetings or other committee obligations. The administrator shall make decisions relating to adding or reducing more meeting times with consultation of the DTO president. The administrator also has the discretion to excuse staff members that may need to miss for other school related obligations.

The DTO understands that staff must be flexible since many meetings such as IEP and Parents/Teacher meetings must occur outside time and will attend according to student and parent needs.

1.5 Lunch and Recess Duty

All elementary and secondary teachers shall rotate through lunch and recess duty supervision as their building schedule dictates.

2.0 Professional Compensation

2.1 Salary Schedule

Staff will be placed on the current salary matrix in accordance to certification, experience, and graduate credits and/or degree holdings. Any increases on the base and projected through the years of experience would be applied to all teachers. In case of financial crisis such as reaching the maximum budget allowable, failure of mill levy, or

a significant protested tax situation, teachers and board may negotiate on possible adjustments to the master contract.

2.2 Training and Experience

All newly hired teachers coming into the system will be allowed up to five (5) years of teaching experience, upon verification, from outside the school system in placing new teachers on the current salary matrix. All newly hired teachers will be placed on the matrix lane that is appropriate to their highest degree awarded plus any additional education credits awarded and approved by administration.

2.3 Steps and Lanes Movement

2.3.A Lanes

Credits applying toward horizontal advancement must be on file with official transcripts submitted and approved by September 1st (first) of the contract year. All of these credits must be completed before the first day of school in the fall. Teachers will notify the superintendent if horizontal advancement is planned. These credits must be pre-approved by the superintendent based on application in the teacher's field or job related application.

Every fifteen (15) quarter or ten (10) semester credits accepted shall constitute one (1) step in horizontal advancement, up to a maximum of Masters Plus (15) quarter credits or (10) Semester Credits.

2.3.B Steps

Each year of experience shall constitute one (1) step in vertical advancement on the salary schedule. All teachers (full and half-time) will receive credit for a full year's teaching experience with each calendar year of service.

A teacher must work at least 50% of a calendar year to count on the salary schedule towards advancement.

2.4 Payment

2.4.A Direct Deposit

The board agrees to make available electronic transfers to all employees who wish to take advantage of it.

2.4.B Payment Schedule Agreement

Teachers will make an irrevocable election when they sign their contract to be paid with:

- Twelve (12) equal warrants, one (1) monthly beginning on September 15 with three (3) at contract completion, to be distributed the day following the June school board meeting.

When the 15th of the month falls on the weekend or holiday, the teachers will receive paychecks on the last working day prior to the 15th.

2.4.C Incomplete Contract Agreement

A teacher who does not complete his/her contract will be paid on a prorated basis for the days actually worked.

2.4.D Contract Issuance

Teaching contracts will be offered after the passage of the mill levy or by June 1st, whichever comes first.

2.5 Retirement Benefit

The certified staff of the Drummond Public School system will be eligible for retirement incentive when the following conditions are met:

- a. The certified staff member must have taught at least 15 consecutive years in the Drummond Public School system and
- b. Written notification of intent to retire must be received by the Superintendent by 4 p.m. on one of the following dates:
 - i. **July 1** of the year prior to retirement, with this option providing a \$500 bonus payable at the July board meeting of the same year.
 - ii. **February 1** of the year of retirement, with this option providing no bonus.

The Drummond Public School system will provide a lump-sum cash payment within 60 days of the last day of employment and pay for one (1) year of health insurance premiums paid at the single rate at the time of retirement, or a lump sum payment equal to the value of one (1) year of health insurance premiums paid at the single rate at the time of retirement. This payment will be paid after July 1 following the last day of employment.

The retirement incentive for certified staff with 15 through 20 consecutive years of employment will be \$15,000 for 15 years of service, and \$1000 for each additional year of employment up to and including 20 years. The lump-sum cash payment and the one (1) year of health insurance or lump-sum payment value of one year of health insurance, and the district's required contribution to TRS will be equal to but not exceed \$20,000. (The cash payment made within 60 days of the last day of employment is eligible to be used as TRS Termination pay, but the insurance portion or the cash value of the insurance paid after July 1 following the last day of employment is not eligible to be used as TRS Termination Pay.)

The certified staff member must elect one of the following options:

OPTION A: Continuing coverage in the Drummond Public School's health insurance plan for twelve (12) months with premiums paid by Drummond Public School at the single employee rate. Any increase in premiums incurred during the twelve month time frame will be covered by Drummond Public School. The certified employee must be enrolled in the Drummond Public School's health insurance plan at the time of retirement to make this election.

OPTION B: A lump-sum cash payment of an amount equal to 12 times the monthly single employee premium rate of the Drummond Public School's health insurance coverage in effect at the time of the employee's retirement. This lump-sum payment will be paid after July 1 of the retirement year and will be subject to tax withholding.

****NOTE**** The above retirement incentive is limited to two (2) certified staff members of the Drummond Public School system per year, and is on a first-come, first-serve basis. This incentive is applicable to the current

contract year(s) only. Certified employees seeking to retire or resign because of unforeseen or extenuating circumstances may petition the School Board for exemption from the parameters listed above.

2.6 Longevity Bonus Program

Drummond School Districts #11 AND #2 will provide a longevity bonus to employees **who have had 21 and more years of total service to the district**, recognizing the need for employee retention for those employees who reach the top of the pay scale. The bonus will be paid upon board approval.

All full-time and regular, benefit-eligible part-time (20 hours per week or more) classified, non-exempt staff members and certified staff become eligible after the completion of 21 and more years of total service to the district. Breaks in service are excluded from the calculation of years.

Bonus amounts are calculated on hours worked and accrued through the most recent fiscal year. They will be listed as “longevity bonus” in the pay period following the end of the fiscal year, payable in July. All bonus amounts are subject to income taxes but not retirement (PERS or TRS) and will be processed as a separate check.

Bonus amounts:

FOR CLASSIFIED EMPLOYEES, bonus amounts are based on total years of service to the district attained using years in which the greatest number of hours (best years) are worked.

FOR CERTIFIED EMPLOYEES, bonus amounts are based on the placement of the staff member on the Certified Salary matrix as determined by their total years of service to the district and educational attainment.

All longevity bonus amounts are according to the following table:

Completion of Continuous Service to Anniversary Date Yr Earnings (Classified Staff)	Bonus % of Prev Fiscal	Prorated Adjustments
21 years	0.5%	13 best years
22 years	0.6%	13 best years
23 years	0.7%	14 best years
24 years	0.8%	14 best years

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25 years	0.9%	15 best years
26 years	1.0%	15 best years
27 years	1.0%	16 best years
28 years	1.0%	16 best years
29 years	1.0%	17 best years
30 years and over	1.5%	17 best years

Classified Employees who work 2,080 hours per year receive full bonus amounts. Those who worked fewer than 2,080 hours in any given year used for the bonus calculation will receive prorated amounts.

Certified Employees who are 1.0 FTE per year will receive full bonus amounts. Those who worked less than the 1.0 FTE in any given year used for the bonus calculation will receive prorated amounts.

2.7 Pay-to-Play Employee Benefit

District agrees to waive the Pay to Play fees for any certified staff student(s).

3.0 Grievance Policy

No reprisals of any kind shall be taken by the Board or the Administration against any teacher nor shall the DTO or any teacher(s) take reprisal action against any member of the Board or Administration because of their participation in this grievance procedure.

3.1 Definitions

- A “grievance” is defined as a claim based upon an alleged violation or misapplication of any specific provision of this Contract. Either a bargaining unit member or the Association may file a grievance.
- A “day” shall mean any calendar day.

3.2 Procedure

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

3.2.1. Level 1 - Informal:

If a teacher or the Association feels a grievance has occurred, the aggrieved party or the Association will not later than 25 days after gaining knowledge of the event causing the problem, or not later than 25 days from the time the aggrieved party should have known of the event causing the problem, try to solve it informally by talking with the immediate supervisor. The supervisor shall respond informally not later than ten days of the initiation of the informal discussion.

3.2.2. Level 2 - Superintendent:

If the problem is not resolved at the informal level, the grievant may submit a formal grievance to the Superintendent not later than fifteen days from the informal decision rendered by the supervisor. The Superintendent will hear the grievance not later than fifteen days of receipt of the grievance and shall respond not later than fifteen days after the hearing.

3.2.3 Level 3 - Board of Trustees:

If the problem is not resolved at the Superintendent’s level, the grievant may appeal the grievance in writing to the Board of Trustees not later than fifteen days of the decision made by the Superintendent. The Board of Trustees will hear the grievance at the next regularly scheduled Board meeting when the matter can be placed on the agenda. The Board shall respond with a decision not later than ten days after the subsequent Board meeting.

3.2.4 Level 4 - Arbitration:

If the grievant and the Association deem the Board’s response to be unacceptable, the matter may be referred by the Association to final and binding arbitration under the following provisions:

- a. Not later than fifteen days of receipt of the Board’s decision, the Association must present the Superintendent with a copy of its filed request to the Board of Personnel Appeals for a list of seven

potential arbitrators. The request will state that an identical list should be sent to the Association and to the Superintendent.

b. Not later than fifteen days of receipt of the list from the Board of Personnel Appeals, the parties shall meet to alternately strike names until an arbitrator is selected. The Association shall promptly notify the Board of Personnel Appeals.

c. By mutual agreement, the hearing may be avoided and the parties shall then brief the matter to the arbitrator at his/her location. The arbitrator, after consulting with the parties, shall establish the briefing schedule.

d. Should a hearing be held, the arbitrator may issue an immediate decision with a written decision and rationale to follow. The arbitrator will submit his or her decision not later than 30 days following the hearing or deadline for briefs, whichever is later.

e. The arbitrator shall have no authority to modify, add to or ignore provisions of the Agreement. All arbitrability questions shall be decided by the arbitrator.

3.3 General Provisions

1. No reprisals shall be taken by any party against any other party for his/her participation in the grievance process.

2. The grievant may withdraw a grievance at any step of the procedure through written notice to the District and the Association.

3. Any party may be represented at any step of the grievance procedure.

4. Each party shall be responsible for the costs of presenting its case, but the parties shall equally share the expenses and fees of the arbitrator. Should one party wish a transcript, that party shall pay all costs thereof, unless the other party wishes a copy in which case the cost shall be equally shared.

5. The grievance shall be filed and responded to at each step of the procedure using the Grievance Reporting Form attached hereto. The grievant shall clearly state the provisions of the Agreement alleged to have been violated, how such provisions are allegedly violated, and the specific remedy sought.

6. Time limits established herein are to be strictly followed, and they may be extended only by written agreement between the parties. Any grievance not filed or appealed in strict accordance with the time limits shall be deemed waived. Should the District not respond within the time limits, the grievant may appeal to the next step, under the time limits established for an appeal.

7. Once the Association has requested a list of potential arbitrators from the Board of Personnel Appeals, the Association and the grievant waives any and all rights to pursue any action or complaint requesting the same

remedy before any county, state or federal agency, tribunal, court or other forum in which relief may be sought or granted. Once the grievant or the Association files any complaint, appeal or other action with any county, state or federal agency, court, tribunal or other forum requesting the same remedy, all rights to file or pursue a grievance under this Article shall be forever waived.

8. In all cases, service shall be considered accomplished when a grievance, response or other communication provided herein is posted, prepaid in U.S. mails, in accordance with the time limits established herein, or when such is personally delivered.

4.0 Professional Development

4.1 Pupil Instruction-Related Days (PIR)

In accordance to the District policy manual and M.C.A., seven (7) pupil instruction-related days may be scheduled for the following purposes:

1. Pre-school staff orientation for the purpose of organization of the school year;
2. Staff professional development programs (minimum of three (3) days);
3. Parent/teacher conferences; and
4. Post-school record and report (not to exceed one (1) day, or one-half ($\frac{1}{2}$) day at the end of each semester or quarter).

PIR days consist of no more than 6 total hours in one day.

All required PIR days shall be aligned with the district's current professional development plan.

4.2 MEA-MFT Days

The District recognizes the Teachers rights to attend these two days of professional development in October. These two days are required PIR days and are the teachers responsibility to attend either MEA days or a PIR of their own choice on their own time and provide proof of attendance to the District Superintendent and the PIR Committee on or before May 1st of the current school year (for the MEA days the following school year). If there is no proof provided to the district of attendance of any professional development equal to two days (12 hours) staff will be required to pay the district their daily rate for their time missed.

4.3 PIR Advisory Committee

A committee of teachers shall be formed to recommend and assist in scheduling professional development for PIR days. Administrators, school board members, and this committee will be involved in creating a professional development plan for each school year.

The committee shall meet at least once in the fall before the end of September and in May before the end of the school year. It is the responsibility of the committee to make recommendations in a timely fashion and meet more often to facilitate approvals and recommendations from the administrations and/or other teachers. PIR days must be approved by the administration.

4.4 College Credit Reimbursement Plan

It is within the district's best interest to encourage teachers to complete further education in areas of instruction or to accommodate current or future district needs. Therefore the board has agreed to the following reimbursement plan for college credit.

- The reimbursement shall amount to \$250 per credit, with a limit of \$750/semester, not to exceed a maximum of \$1500 per school year, excluding books and materials.

- All classes will need to have prior approval from the superintendent to receive this reimbursement and reimbursement will not exceed the cost of the class.
- A teacher must receive a grade equivalent to a “B” or better in all graded classes and a “P” in all pass or fail classes. Unofficial transcript must be provided to administration.
- If a teacher does not choose to return to the District for the ensuing school year, the District shall not be obligated to pay for any class taken during spring or summer terms.
- If prepayment was made, reimbursement shall be withheld from the final paycheck or recovered by other suitable collection efforts.
- It is up to the teacher to get approval for the class and provide the necessary papers in order to be reimbursed.

4.5 Part-time Teacher PIR

The board will reimburse part-time employees for PIR days worked beyond their contract requirement.

5.0 Leave

5.1 Leave Calculations

All leave is calculated by full days and half days. Each full day is equivalent to eight (8) hours and each half day is equivalent to four (4) hours.

For part-time (<1.0 FTE) teachers, leave is accrued at the same ratio for which the part-time teacher is paid.

5.2 Personal Leave

5.2.1 Definition and Requirements

Personal Leave is defined as leave taken for personal, non-medical absences from duty. The school district shall pay for substitutes for up to three (3) personal leave days that meet the following requirements:

- a. Three (3) days' notice shall be given to the Superintendent before personal leave may be granted.
- b. Personal leave will be granted prior to and after a vacation period.
- c. Personal leave may not be used the first five days of school or the last five days of the school year unless pre-approved by the administration.

5.2.2 Unused Personal Leave

- A tenured or non-tenured teacher may be paid \$100 for each unused personal day (with a maximum of 2 days) at the end of each year, providing he/she notifies the clerk by check out day of the school year.
- Any tenured teacher who does not use his/her three (3) personal days will have a choice of BANKING a maximum of two (2) days.
- A tenured teacher to accumulate a maximum of 5 personal days to use in any one year.

5.2.3 Additional Personal Leave

A teacher may request 1 additional personal day, with a substitute's wage to be deducted from the teacher's salary. These hours cannot be banked.

5.2.4 Personal Day Exchange

In the event a teacher exhausts all their personal leave before the end of the contract year, they may exchange 2.5 days (20 hours) of sick time for 1 day (8 hours) of personal leave; or 1 day (8 hours) of personal leave for 2.5 days (20 hours) of sick time.

The maximum on the exchange is 10 sick days to 4 personal days or 4 personal days to 10 sick days in one contract year. This leave cannot be carried over to the following year or be refunded. If the certified employee has one (1) personal day of leave left at the end of the contract year that cannot be paid out or carried over, it can be exchanged for 2.5 sick days and it is donated to the sick bank.

5.3 Flex Leave

5.3.1 Definition of Flex Leave

Flex Leave is defined as leave taken at the beginning or end of the day that does not exceed two (2) hours. Flex Leave is covered by other certified or classified staff in the building with prior arrangement and approval by the administrator. Teachers requesting Flex Leave must provide a plan for how the coverage will ensure instruction during the absence. The purpose of Flex Leave is to alleviate the use of sick leave or personal leave used for short certified staff absences which would otherwise require at minimum a half (.5) day of paid substitute hours.

5.3.2 Requirements

No more than two (2) hours at a time of Flex Leave may be taken by any certified staff member. Staff must get an in-district substitute from the certified staff and have approval from administration 2 days prior to the leave.

5.3.3 Flex Leave Cap

The DTO and board have agreed that a cap of 20 hours of Flex Leave may be granted to any individual teacher. No exchanges or donations may be made for Flex Leave.

5.4 Sick Leave

5.4.1 Definition and Requirements

Sick Leave is defined as leave from duty for illness, doctoral visits, or any other medical needs for the staff member or the staff member's family. The school district shall grant twelve sick (12) days per year to each full time (1.0 FTE) teacher. Part-time (<1.0 FTE) teachers will accrue leave at the same ratio for which the part-time teacher is paid.

Employees shall be given a written accounting of their individual accumulated sick leave and personal leave days with each payroll check during the school year.

5.4.2 Maternity/Paternity Leave

Maternity/Paternity leave shall be counted the same as sick leave.

5.4.3 Sick Leave Banking

Up to twelve (12) days/96 hours will be added each year, until the maximum amount of each individual teacher's sick leave will not exceed 60 days/480 hours.

- a. Any teacher who leaves the system before the school year ends will be paid excess sick leave at \$5.00/hr for up to 25% of sick leave balance (MT State Labor Laws).

5.4.4 Sick Leave Staff Bank

Employees may transfer days of their accumulated sick leave to assist a fellow employee who is faced with long-term disablement, which will last beyond the disabled employee's sick leave entitlement under the following requirements:

- a. Sick days transferred into the sick leave bank stay in the sick bank, they are not transferred back to the employee.
- b. This shall be capped at 80 donated days (640 hours).
- c. The sick leave bank will be established and voluntary deposits of unused sick leave may be deposited into the sick leave bank by the last day of the school year. If the employee wants to donate 1 personal day, it would equal 2.5 sick days into the bank.
- d. Any employee may withdraw a maximum of 20 days (160 hours) of sick leave from the sick bank; provided that the employee has used his/her total accrued individual personal and sick leave. If extenuating circumstances happen the employee can reapply for an additional amount of time.
- e. All sick leave bank requests must be submitted in writing to the district superintendent. Requests may be initiated with the employee, the D.T.O., or superintendent. These requests will be approved by a sick leave bank committee composed of one School Board Member (Vice-Chairperson) and two members from the D.T.O. (one of which is the D.T.O. president).
- f. A Sick Bank Form must be completed for all sick bank leave requests.
- g. Upon retirement or resignation, the employee leaving the school district may not deposit unused sick leave in the sick leave bank.
- h. Requested and approved sick leave bank days that are not used will return to the sick leave bank.

5.5 Bereavement Leave

The district will grant staff an additional five (5) bereavement days per school year that will not carry over to the following contracted year or be refunded.

5.6 Emergency Leave

Emergency leave may be granted by the Superintendent, for a death or serious illness in the immediate family, and/or unusual conditions. The following provisions apply:

- a. Emergency and extra bereavement leave shall come from sick leave hours.
- b. If all sick leave days have been used, then up to five (5) non-accumulative emergency days will be granted. Each fraction of one-half (1/2) day or less shall be counted as one-half (1/2) day. Each fraction of more than one-half (1/2) day used shall be counted as one (1) full day.
- c. An emergency unpaid leave of absence may be granted by the board anytime during the school year after the paid emergency leave is used up. The granting of unpaid leave of absence to a teacher shall not affect the tenured status of that teacher. Upon completion of the unpaid leave of absence, the teacher shall be reinstated on the salary Matrix of the same step as he/she would have been placed at the beginning of the leave of absence.
- d. The teacher granted an unpaid emergency leave of absence will retain membership in the health group, but will pay their own premium at the same rate as the teaching staff.

5.7 Professional Leave

Professional leave shall be allowed for professional meetings and training sessions upon approval by the superintendent and/or the Board.

5.8 Educational Sabbatical

An Education Sabbatical may be requested by a teacher under the following conditions:

- a. The teacher has been employed in the Drummond School District for a minimum of five (5) consecutive years, each year as a full time equivalent teacher.
- b. The written request for an Education Sabbatical must be submitted to the Superintendent on or before January 5th, at 4:00 p.m.
- c. The Board shall consider each written request on an individual basis. Decisions will be based upon the recommendation of the administration.
- d. The granting of an Education Sabbatical to a teacher shall not affect the tenured status of that teacher. Upon completion of the Educational Sabbatical, the teacher shall be reinstated on the salary schedule of the same step as he/she would have been placed at the beginning of the Education Sabbatical. In addition, the person will continue accruing years of experience while on educational sabbatical.
- e. The teacher granted an Educational Sabbatical will retain membership in the health group, but will pay their own premium at the same rate as the teaching staff. This shall be the only benefit that he/she will receive from the School District.

5.9 Leave of Absence

An unpaid leave of absence for one (1) year may be requested by a teacher under the following conditions:

- a. The teacher has been employed in the Drummond School District for a minimum of five (5) consecutive years, each year as a full time equivalent teacher.
- b. The written request for an unpaid leave of absence must be submitted to the Superintendent on or before January 5th at 4:00pm.
- c. The Board shall consider each written request on an individual basis. Decisions will be based upon the recommendation of the administration.
- d. The granting of unpaid leave of absence to a teacher shall not affect the tenured status of that teacher. Upon completion of the unpaid leave of absence, the teacher shall be reinstated on the salary schedule of the same step as he/she would have been placed at the beginning of the leave of absence.
- e. The teacher granted an unpaid leave of absence will retain membership in the health group but will pay their own premium at the same rate as the teaching staff. This shall be the only benefit that he/she will receive from the School District.
- f. The teacher will notify the district on or before January 5th of their intent to return to the district or will forfeit all rights associated with the teacher's tenure.
- g. Only one teacher will be granted a leave of absence per school year.

6.0 Health Benefits

6.1 Recognition of the Health Benefits

The Board will provide a group health insurance plan for the benefit of employees and their dependents at the Board's expense. The twelve month insurance plan will commence on July 1, 2023. Each and every detail of benefits and limitations of the group health insurance plan, the carrier, if any; the plan administrator, if any; and other administrative and operational details, shall be as mutually agreed upon. Participation in the group health insurance plan will continue for as long as the employee is employed by the school district.

6.2 Stipulations of the Health Benefit

- Participation will continue throughout August 31 for those employees, who resign, retire or who otherwise terminate employment at the end of the school year. For those employees who resign or are terminated during the course of the school year, the employer's contribution will cease at the end of the month in which the resignation or termination is effective.
- Participating employees who are married to another participating employee of the school district are entitled to the option of separate plan coverage, but there cannot be duplicate coverage of either spouses or dependents.
- It is understood by and between the parties that this group health insurance plan is made available as a group benefit to participating employees and their dependents. The employee entitlement is to the benefits offered by participation in the plan, and not to any dollar amount. The board shall make monthly contributions per participating employee toward the cost of group health insurance plan coverage not to exceed a usable cap of \$120,000.
- Employees who participate in the group health insurance plan shall make necessary additional contributions toward the cost of group health insurance through payroll deduction as may be required.
- The board has set a usable cap of \$120,000 on the amount of money that the district will pay for staff insurance. An insurance committee composed of three teachers, one board member, one classified member and an administrator will select the type of insurance and the company that will provide the coverage for the group health insurance plan.

6.3 Memorandum of Understanding

The District and the Drummond Teachers agree to re-activate the Insurance Committee as stated in the teacher's contract. Both parties agree to add a representative of the classified staff, selected by them, to the health insurance committee. The purpose of the committee is to examine the health insurance language and disbursement of the money in the insurance pool (cap.) The committee will begin work on or about September 1, of each year and complete its work on or about March 1 of the following year.

6.4 Example Health Benefit Rates of Coverage

2023-2024 Board Contributions to Staff Health Insurance Premiums*:		
Single	\$4,818.67	\$401.56/month
2-Party	\$9637.34/year	\$803.11/month
Parent/Child	\$8067.74/year	\$806.77/month
Family	\$13,011.98/year	\$1084.33/month

*These figures are based on present employees. Any further additions or deletions of staff would change the amounts somewhat.

7.0 Staffing Policies and Evaluations

7.1 Evaluation

Evaluations and performance will include all of the following:

- Formal and informal evaluations
- Progress toward professional goals
- Letters of reprimand or commendation in personnel file
- Improvement Plans
- Special Recognitions

7.2 Reduction in Force Policy

It shall be the basic policy of the school district that no reduction in the workforce shall be instituted until other alternatives have been considered.

Conditions of Reduction in Force:

1. Nothing herein shall restrict the District's right to eliminate or modify any particular education program(s), or change the number of teachers employed by the District.
2. If decreased student enrollment, other emergencies as determined by the District, or shortage or loss of revenue affects a particular educational program or the general fund, nothing herein shall limit the District's right to reassign teachers to other available positions or to terminate teachers as necessary.
3. In the event the district finds it necessary to reduce staff the DTO will be notified by regular April board meeting. If reduction in force is necessary due to decreased enrollment or other revenue emergencies, the district shall retain the right to reassign teachers to other available positions for which they are qualified or to terminate teachers as necessary. Attrition and/or retirement will be the first choice, provided the District is given notice prior to the May regular board meeting of such decisions. All of the following criteria shall be used:
 - a. Certification
 - b. Evaluation (performance based)
 - c. Seniority
4. It is agreed by the District and the DTO that the administration and the school board have the responsibility for documenting and terminating teachers, as provided by Montana Law, who are performing inadequately or behaving in an unprofessional manner. Non-tenured teachers may be terminated without cause prior to receiving tenure as provided by Montana Law. Reduction in force is an inappropriate mechanism for addressing poor performance or unprofessional conduct issues.

7.3 Seniority

The definition and determination of seniority as agreed upon by the District and the DTO is as follows:

1. Seniority shall be the length of service to the District(s).

2. All years of service in Districts #2 & #11 will count toward seniority. Seniority will be computed from a teacher's initial year of hire and will begin to accrue as of the first day of actual service in Districts #2 & #11.
3. Teaching personnel on part-time status, who are currently under contract which is less than full time to accommodate the needs of the District, shall receive one year's experience for each year of service.
4. The District shall maintain a list showing credentials and seniority of its teachers. Such a list shall be made available to the DTO upon request.

7.4 Teacher File

No material shall be placed in or removed from a teacher's file until the teacher has had a chance to read said material and respond in writing. Nothing will be removed from an employee's file without board approval. Such response, if provided within twenty (20) days, shall also be placed in the teacher's file.

7.5 In-District Hiring Procedure

Faculty members will be informed and considered for any opening in teaching or extracurricular activities. Persons shall be notified by posting notices on the bulletin board and by notifying the President of the DTO.

7.6 Teacher Reassignment Preparation Compensation

In the event of a reassignment of a current teacher within their endorsement area that has not been taught in the past three (3) years, the teacher may request up to five (5) days of curriculum preparation time under the supervision of the principal at curriculum rate pay. This time will be served before the start of the school year pending the submission of a plan to administration and approval of the plan.

8.0 Advisory and Sponsorship Assignments and Compensation

8.1 Definition of Non-Instructional Duties

The following duties and responsibilities are assigned to teachers at the discretion of the administration and serve the role of providing a well-rounded experience for all students.

8.1.A Junior High Advisor

The junior high advisor(s) is responsible for coordinating junior high students during such events as homecoming, 8th grade graduation, concessions, and fundraising events. Coordination should involve contacting parent volunteers, arranging student workers, and scheduling activities for the event. The junior high may also be responsible for at least 2 winter concession sessions which will involve the advisor arranging student/parent volunteers to help run the concession stand, communicating with the concessions manager, and cleaning the concessions area when finished.

8.1.B Freshman Class Advisor

The freshman class advisor(s) is responsible for coordinating the freshman class during such events as homecoming, fundraising events, and concessions. Coordination should involve contacting parent volunteers, arranging student workers, and scheduling activities for the event. The freshmen class may also be responsible for at least 2 winter concession sessions which will involve the advisor arranging student/parent volunteers to help run the concession stand, communicating with the concessions manager, and cleaning the concessions area when finished. The advisor must also keep track of the class funds and make sure the class is on track for any future trips or experiences planned in terms of funding. Fundraising events may be planned and implemented to reach the class goals.

8.1.C Sophomore Class Advisor

The sophomore class advisor(s) is responsible for coordinating the sophomore class during such events as homecoming, fundraising events, and concessions. Coordination should involve contacting parent volunteers, arranging student workers, and scheduling activities for the event. The sophomore class may also be responsible for at least 2 winter concession sessions which will involve the advisor arranging student/parent volunteers to help run the concession stand, communicating with the concessions manager, and cleaning the concessions area when finished. The advisor must also keep track of the class funds and make sure the class is on track for any future trips or experiences planned in terms of funding. Fundraising events may be planned and implemented to reach the class goals.

8.1.D Junior Class Advisor

The junior class advisor(s) is responsible for coordinating the junior class during such events as homecoming, prom, fundraising events, and concessions. Coordination should involve contacting parent volunteers, arranging student workers, and scheduling activities for the event. The junior class may also be responsible for at least 2 winter concession sessions which will involve the advisor arranging student/parent volunteers to help run the

concession stand, communicating with the concessions manager, and cleaning the concessions area when finished. The advisor must also keep track of the class funds and make sure the class is on track for any future trips or experiences planned in terms of funding. Fundraising events may be planned and implemented to reach the class goals.

8.1.E Senior Class Advisor

The senior class advisor(s) is responsible for coordinating the senior class during such events as homecoming, graduation, fundraising events, and concessions. Coordination should involve contacting parent volunteers, arranging student workers, and scheduling activities for the event. The senior class may also be responsible for at least 2 winter concession sessions which will involve the advisor arranging student/parent volunteers to help run the concession stand, communicating with the concessions manager, and cleaning the concessions area when finished. The advisor must also keep track of the class funds and make sure the class is on track for any future trips or experiences planned in terms of funding. Fundraising events may be planned and implemented to reach the class goals. The senior class advisor(s) may have to chaperone any planned senior class trips and must find an appropriate replacement chaperone if he/she cannot participate for any reason.

8.1.F National Honors Society Advisor (NHS)

TBD

8.1.G Student Council Advisor

TBD

8.1.H Detention Duty

If the need is determined by administration teachers may be assigned detention duty on a rotating basis. Each teacher will be responsible for specific weeks during the school year and must be available after school for the allotted detention time. If a student receives a detention, the teacher on duty that week will be notified in a timely manner and will stay after school with the student. If the teacher is not available for whatever reason it is his/her responsibility to find a suitable staff replacement.

8.1.I Pep Club Advisor

In order to cultivate school spirit and student involvement in activities the pep club advisor will oversee a group of student volunteers to put on such activities as pep assemblies, hallway decoration, and other spirit related activities. The advisor must plan at least 4 assemblies a year and hold monthly meetings with student volunteers to prepare and coordinate accordingly.

8.2 Non-Instructional Duties and Sponsorship Compensation

Position	Stipend Per Advisor
Junior High Advisor (2)	\$150
Freshmen Class Advisor (2)	\$100
Sophomore Class Advisor (2)	\$100
Junior Class Advisor (2)	\$300
Senior Class Advisor (2)	\$200
National Honors Society Advisor (NHS) (1)	\$300
Student Council Advisor (1)	\$300
Detention Duty	\$20/hour
Pep Club Advisor (1)	\$150

9.0 Salary Matrix

	FY24 Base Salary:	32141.65					
Level	BA/BS 15qtr/10sem	BA/BS + 0qtr/20sem	BA/BS + 5qtr/30sem	BA/BS + 10qtr/40sem	MA/MS BA/BS + 90qtr/60sem	MA/MS 15qtr/10sem	
0	\$32,142	\$33,105	\$34,098	\$35,120	\$36,173	\$37,258	\$38,375
1	\$33,105	\$34,098	\$35,120	\$36,173	\$37,258	\$38,375	\$39,526
2	\$34,098	\$35,120	\$36,173	\$37,258	\$38,375	\$39,526	\$40,711
3	\$35,091	\$36,142	\$37,226	\$38,343	\$39,492	\$40,677	\$41,896
4	\$36,084	\$37,164	\$38,279	\$39,428	\$40,609	\$41,828	\$43,081
5	\$37,077	\$38,186	\$39,332	\$40,513	\$41,726	\$42,979	\$44,266
6	\$38,070	\$39,208	\$40,385	\$41,598	\$42,843	\$44,130	\$45,451
7	\$39,063	\$40,230	\$41,438	\$42,683	\$43,960	\$45,281	\$46,636
8		\$41,252	\$42,491	\$43,768	\$45,077	\$46,432	\$47,821
9		\$42,274	\$43,544	\$44,853	\$46,194	\$47,583	\$49,006
10		\$43,296	\$44,597	\$45,938	\$47,311	\$48,734	\$50,191
11		\$44,318	\$45,650	\$47,023	\$48,428	\$49,885	\$51,376
12		\$45,340	\$46,703	\$48,108	\$49,545	\$51,036	\$52,561
13		\$46,362	\$47,756	\$49,193	\$50,662	\$52,187	\$53,746
14		\$47,384	\$48,809	\$50,278	\$51,779	\$53,338	\$54,931
15			\$49,862	\$51,363	\$52,896	\$54,489	\$56,116
16			\$50,915	\$52,448	\$54,013	\$55,640	\$57,301
17			\$51,968	\$53,533	\$55,130	\$56,791	\$58,486
18			\$53,021	\$54,618	\$56,247	\$57,942	\$59,671
19			\$54,074	\$55,703	\$57,364	\$59,093	\$60,856
20			\$55,127	\$56,788	\$58,481	\$60,244	\$62,041
21			\$56,180	\$57,873	\$59,598	\$61,395	\$63,226
22			\$57,233	\$58,958	\$60,715	\$62,546	\$64,411
23				\$60,043	\$61,832	\$63,697	\$65,596
24				\$61,128	\$62,949	\$64,848	\$66,781
25				\$62,213	\$64,066	\$65,999	\$67,966

Drummond Teachers Organization - CBA - 2023-2025

Level	FY25 Base Salary: 32623.77						
	BA/BS	BA/BS +	BA/BS +	BA/BS +	BA/BS +	MA/MS BA/BS +	MA/MS
	15qtr/10sem	0qtr/20sem	5qtr/30sem	0qtr/40sem	90qtr/60sem	15qtr/10sem	
0	\$32,624	\$33,602	\$34,610	\$35,648	\$36,717	\$37,818	\$38,952
1	\$33,602	\$34,610	\$35,648	\$36,717	\$37,818	\$38,952	\$40,120
2	\$34,610	\$35,648	\$36,717	\$37,818	\$38,952	\$40,120	\$41,323
3	\$35,618	\$36,686	\$37,786	\$38,919	\$40,086	\$41,288	\$42,526
4	\$36,626	\$37,724	\$38,855	\$40,020	\$41,220	\$42,456	\$43,729
5	\$37,634	\$38,762	\$39,924	\$41,121	\$42,354	\$43,624	\$44,932
6	\$38,642	\$39,800	\$40,993	\$42,222	\$43,488	\$44,792	\$46,135
7	\$39,650	\$40,838	\$42,062	\$43,323	\$44,622	\$45,960	\$47,338
8		\$41,876	\$43,131	\$44,424	\$45,756	\$47,128	\$48,541
9		\$42,914	\$44,200	\$45,525	\$46,890	\$48,296	\$49,744
10		\$43,952	\$45,269	\$46,626	\$48,024	\$49,464	\$50,947
11		\$44,990	\$46,338	\$47,727	\$49,158	\$50,632	\$52,150
12		\$46,028	\$47,407	\$48,828	\$50,292	\$51,800	\$53,353
13		\$47,066	\$48,476	\$49,929	\$51,426	\$52,968	\$54,556
14		\$48,104	\$49,545	\$51,030	\$52,560	\$54,136	\$55,759
15			\$50,614	\$52,131	\$53,694	\$55,304	\$56,962
16			\$51,683	\$53,232	\$54,828	\$56,472	\$58,165
17			\$52,752	\$54,333	\$55,962	\$57,640	\$59,368
18			\$53,821	\$55,434	\$57,096	\$58,808	\$60,571
19			\$54,890	\$56,535	\$58,230	\$59,976	\$61,774
20			\$55,959	\$57,636	\$59,364	\$61,144	\$62,977
21			\$57,028	\$58,737	\$60,498	\$62,312	\$64,180
22			\$58,097	\$59,838	\$61,632	\$63,480	\$65,383
23				\$60,939	\$62,766	\$64,648	\$66,586
24				\$62,040	\$63,900	\$65,816	\$67,789
25				\$63,141	\$65,034	\$66,984	\$68,992