

# *Centerville Public Schools*

## *Master Agreement*

*Centerville Education Association*

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*District 5/5C*

*2020 - 2021*

*2021 - 2022*

*2022 - 2023*

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## **PURPOSE**

This agreement is entered into between School District #5-5C, Cascade County, Montana, (hereinafter referred to as the Board and the Centerville Education Association hereinafter referred to as the Association) pursuant to and in compliance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, MCA, as amended, (hereinafter referred to as the Act) to provide the terms and conditions of employment for teachers during the duration of this agreement.

In consideration of the foregoing we hereby agree to the following:

## **ARTICLE 1**

### **RECOGNITION**

The Board hereby recognizes the Association as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit, as provided under the Montana Public Employees Collective Bargaining Law Title 39, Chapter 31, MCA.

## **ARTICLE 2**

### **SCHOOL DISTRICT RIGHTS**

#### **1. Inherent Management Rights**

The exclusive representative recognizes that nothing shall require or allow boards of trustees of school districts to bargain collectively upon any matter other than matters specified in Sec. 39-31-303. Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as but not limited to:

- a. direct employees;
- b. hire, promote, transfer, assign, and retain employees;
- c. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;
- d. maintain efficiency of government operations;
- e. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- f. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- g. establish the methods and processes by which work is performed.

#### **2. Management Responsibilities**

The parties recognize the right and obligation of the school district to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

#### **3. Effect of Laws, Rules, and Regulations**

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

## ARTICLE 3

### TEACHER AND ASSOCIATION RIGHTS

1. Public employees shall have, and shall be protected in the exercise of, the right of self-organization, to form, join or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment and to engage in other mutual aid or protection, free from interference, restraint, or coercion. To bargain collectively is the obligation of the public employer, or his designated representatives to meet at reasonable times and negotiate in good faith with respect to wages, hours, fringe benefits, and other conditions of employment. Such obligation does not compel either party to agree to a proposal or require the making of a concession.
2. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under the Montana School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
3. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause in terms of local board policy through the administration or supervisor. The partners recognize that the board has the right to non-renew any contract of a non-tenured teacher.
4. Representatives of the Association will be permitted to transact official Association business on school property (1) in the morning so long as the meeting concludes not later than the first school bell or (2) after the dismissal of students at the end of the day.
5. The Association shall have the right to use school facilities and equipment after the dismissal of students at the end of the school day. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
6. The Association shall have the right to use the inter-school mail facilities and teacher's mail boxes as it deems necessary.
7. The rights and privileges of the Association as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and not to other organizations.
8. If settlement of the Agreement has not been reached, then teachers will be notified of the district's intent to rehire as required by law.
9. Teachers shall have the right, upon request, to review the contents of their personnel records. If any material is added to the teacher's file, the teacher shall have the right to make a response to any material placed in their personnel file. Before any person besides the Superintendent, Principal, and the Board of Trustees views a teacher's personnel file, the teacher affected must give permission. In matters involving a civil or criminal investigation, the district shall follow appropriate law and shall only permit inspection of personnel files if the teacher authorizes inspection or the court has ordered inspection. In the event a teacher refuses to allow an inspection of personnel files, the Association agrees to hold the district harmless if compelled to provide personnel files as the result of a court order.
10. Any formal complaint concerning the effectiveness of a teacher shall be brought to the attention of the teacher involved within a reasonable amount of time. When deemed desirable by any of the parties involved, a conference shall be scheduled involving the concerned parties. The teacher or any of the parties at the conference may have representation at the conference. It is understood that the superintendent may take such actions as necessary to protect the health, welfare or safety of students or other persons.
11. The Association agrees that neither it nor its members nor any persons acting on its behalf will cause or authorize any strike or concerted activities to occur during the life of this agreement. In the event of any such action in violation of the foregoing, the Association agrees to post notices and/or communication with persons violating this provision, that said activity is unauthorized by the association and in violation of this Agreement and shall advise such persons to discontinue immediately said activity.

12. Association Dues:

- a. The District shall deduct from the salaries of teachers such monies for the Association as said teachers individually authorize the District to so deduct.
- b. Transmittal: The District shall transmit all deducted monies, along with a list of names for whom deductions are made, to the Secretary/Treasurer of the Association on a monthly basis.
- c. Hold Harmless Clause: The Association agrees to indemnify and hold harmless the District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability and all court costs arising out of provisions of this Agreement for dues deductions. This provision is not intended to absolve the District of any errors that it may make prior to transmittal of funds to the Association.

## ARTICLE 4

### TEACHER EVALUATION

1. The parties agree that the primary objective of the program to evaluate teacher performance is to improve the quality of instruction. Further, the parties recognize the importance and value of a procedure for evaluating the progress and assisting in the achievement of success of both non-tenured and tenured teachers.
2. Administration shall periodically observe the teacher's instruction prior to formal evaluation. The formal evaluation will cover the teacher's professional services. The Association and Administration shall collaborate to develop a mutually acceptable evaluation instrument. The administration has the final authority to choose the evaluation instrument. The evaluation instrument shall be provided to the teacher 30 calendar days prior to the date of evaluation. The District shall notify any teacher who it is evaluating prior to the initiation of the evaluation.
3. Evaluation of Non-tenured Teachers: At least two written evaluations shall be made for each non-tenured teacher each school year. Feedback shall be provided within five school days after each mutually planned visitation. Each non-tenured teacher shall be provided with a copy of the evaluator's completed written evaluation report no later than the second week in December and again the third week in April.

Evaluation of Tenured Teacher. At least one written evaluation shall be made for each tenured teacher at least every other year of employment. The observations included in each evaluation may be conducted any time after the previous evaluation. Administrators may hold supervisory meetings with tenured teachers. All written evaluations of tenured teachers are to be completed not later than the third week in April of the evaluation year.

4. Written evaluation reports shall only be placed in the teacher's personnel file. Teachers shall be given a copy for their personal files consistent with district policy 5231, 5231P.

## ARTICLE 5

### PROMOTION AND VACANCIES

1. Information regarding positions that the district determines to fill either because they are new positions or as the result of the expiration of a contract shall be posted on all staff bulletin boards with copy to the CEA president. Where specific training, experience, or other qualifications are prerequisites for a position, such conditions shall be stated in the job description.
2. Staff members may apply for any vacancy. In filling vacancies, the Board agrees that if candidates' qualifications are substantially equal, current certified employees shall be given preference. The Board will continue to advertise the vacancy until filled. Pursuant to Montana law, the Board makes all hiring decisions.
3. The Board will offer a \$2,000 Sign-on-Bonus for the recruitment and signing of all teachers who are new hires to the school district. In order to qualify, a new teacher must possess a valid Montana

teaching license. The Sign-on-Bonus will be paid in two equal installments of \$1,000. The first installment will be paid in the first paycheck for the first year contract. The second installment will be paid in the first paycheck for the second year contract. Teachers must complete nine months of service in order to be eligible for the second year's payment, Starts January 1, 2019.

4. Process for Hiring
  - a. Administration notifies Board of the need for a position or vacancy to be filled.
  - b. Board approves the position to be opened and posted.
  - c. Administration with or without the assistance of a committee shall screen completed applications and conduct interviews.
  - d. Committee may include:
    1. Administration
    2. School Board
    3. Teachers
    4. Community members
    5. Students
  - e. Administration shall present a recommendation to the Board.

## **ARTICLE 6**

### **REDUCTION IN FORCE**

1. The Board has the exclusive authority to determine the appropriate number of certified employees. A reduction of certified employees may occur as a result of, but not be limited to, changes in the education program, staff realignment, changes in the size or nature of the student population, financial situation considerations, or other legitimate business reasons.
2. A reduction of certified employees, other than administrators, will be done through normal attrition if possible. If normal resignations and retirements or the nonrenewal of non-tenured teachers do not meet the necessary reduction in the number of teachers required, the Board may terminate certified employees.
3. It shall be the responsibility of the Superintendent to make a recommendation for termination to the Board. When a reduction in force takes place the least senior teacher shall be laid off first, provided that the least senior teacher does not have experience and qualifications that are substantially greater than a more senior teacher. If the less senior teacher has such experience and qualifications, a more senior teacher shall be laid off first.
4. The Superintendent shall consider the following criteria in order in making the recommendations.

Criteria:

  - a. Endorsements and educational preparation within the grade level and subject areas in which the employee is now performing;
  - b. Number of continuous years of service to the school district;
  - c. Relative skills, ability and demonstrated performance.
5. Seniority List
  - a. On or about December 1 of each school year, the School District shall cause a seniority list, (by name, date of employment, qualification, and certification), to be prepared from its records. It shall thereupon post such list in an official place in the school building.
  - b. Any person whose name appears on such list, may disagree with the findings of the School District in terms of its listing of employees seniority. Such person shall have five (5) working days from the December 1 posting to supply written documentation, proof, and request for seniority change to the School District's Superintendent's Office.

- c. Within five (5) working days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list, and shall make such changes as the School District deems warranted. The final seniority list shall thereupon be prepared by the School District, and shall be posted in an official place in the school building. Such list shall be binding upon the District and all teachers shown thereupon and shall govern the application of Reduction in Force until thereafter revised.

## 6. Voluntary Layoff

Senior tenured teachers may accept voluntary layoff during a period when the School District is placing tenured teachers on layoff. Voluntary layoff shall be for a period of the succeeding school year unless modified by mutual agreement. Teachers wishing to be recalled from voluntary layoff for the next school year shall notify the Superintendent's Office in writing not later than February 1, prior to the school year in which the teacher desires to return to duty.

## 7. Recall

No teacher shall be employed by the School District in a position for which a tenured teacher on layoff is licensed except within the following guidelines:

- a. If a teacher is on layoff and has an endorsement in which he/she has not taught in the previous three years, the School District may hire a candidate other than the teacher on layoff for the position to teach in that area if the teacher considered for hire has greater qualifications.
- b. Tenured teachers shall first be recalled to positions created by vacancy in inverse order from that in which said teacher was laid off providing such teacher possesses necessary certification for the position in terms of state statute, District policy, and this Agreement.
- c. A teacher, who is laid off under these provisions, shall maintain a current address with the School District. If a position becomes available for the teacher on layoff the School District shall provide written notice by certified mail, Return Receipt Requested. The teacher shall have seven (7) calendar days from the date of receipt of such notice to accept re-employment. Failure of the teacher to accept recall within fifteen (15) calendar days of receipt of recall notice shall constitute waiver of any further rights of recall or reinstatement.
- d. Recall rights shall automatically cease 12 months from the last day of work for the School District. No further rights to reinstatement shall exist.
- e. A teacher on recall who signs a contract with another school district shall notify the Centerville District in writing within (5) working days of signing a contract with another district. The teacher subject to recall who signs a contract with another district shall notify the other district that he/she is on recall status. If the new district does not agree to release said teacher when Centerville District recalls the teacher, or the teacher fails to meet the above deadline, the District is under no obligation to offer a contract to the teacher.

# ARTICLE 7

## HEALTH INSURANCE

1. A comprehensive major medical insurance program will be available for each employee.
2. Each employee has the right to be a primary carrier under the insurance agreement.
3. The District shall contribute toward the cost of health/medical insurance as follows:
  - a. The District and the Association agree that the district shall not pay more than \$620 per month per employee for the 2020-2021 school year and \$670 per month per employee for the 2021-2022 school year and \$720 per month per employee for the 2022-2023 school year, subject to the further limitation that the district will not pay in excess of \$160,000 total to the carrier of the District's group health plan, which goes toward individual or family health care for each participating full time employee.

- b. Contributions toward premiums shall be prorated for personnel who are employed less than full time.
  - c. Any funds left at the end of the fiscal year shall revert to the district.
  - d. The parties agree that the contribution made by the District shall be paid ONLY for coverage under the health insurance plan chosen by the District with the advice of the Insurance Committee and for no other coverage, individual or group. The parties further understand and agree that the total amount of premium payments paid by the District, and the limitations on the amounts of premiums paid, include ALL Centerville employees, whether they are covered by this agreement or not. The parties further understand and agree that in the event that premiums for health insurance coverage exceed the amount contributed by the District, the covered employee must pay the remaining balance by payroll deduction, unless retired, on a monthly basis.
4. Claims against the School District.
- It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.
5. Selection
- The selection of the insurance carrier will be made by the Board of Trustees, with the advice of the Insurance Committee.
6. Insurance Committee
- a. In view of rising insurance costs, the insurance committee shall be responsible for reviewing and researching insurance policies and plans on an annual basis. Based upon this review and research, the committee will make a recommendation to the Board.
  - b. The committee shall consist of two members appointed by the Association, one member of the classified staff who is chosen by the Association, two members appointed by the Superintendent, and the Superintendent.
7. If and when the state legislature passes a statewide insurance plan, the bargaining committee will reconvene to discuss implications to the district.

## ARTICLE 8

### LEAVES

1. Personal Leave
- a. At the beginning of each year, a teacher shall receive fifty-four (54) hours of personal leave per year.
  - b. At year end unused personal leave will be paid to the individual at a rate of \$10.00 per hour up to a maximum of 27 hours. Any unused personal leave hours over 27 will be rolled over into accumulated sick leave.
  - c. All personal leave shall be paid at full salary. The district shall pay the substitute.
  - d. All planned personal leaves of more than three consecutive days must have prior approval. At no time shall more than three (3) teachers be granted planned personal leave for the same days. Leaves shall be granted on a first come basis with the earliest leave application date receiving first preference.
  - e. Leave for the first five (5) days or last five (5) days of the school year may be granted at the discretion of the Superintendent. Leave must be requested one (1) week in advance.



- f. Leave can be taken in increments of 1 hour.
- g. In the event of an emergency, after all available personal leave has been used; the teacher may apply to the Board to utilize previously accumulated sick leave days.

2. Sick Leave

- a. At the beginning of each year a teacher shall receive fifty-four (54) hours of sick leave.
- b. At year end unused sick leave will transfer to accumulated sick leave.
- c. Accumulated sick leave is unlimited.
- d. Teachers who leave the district and have 5 years of teaching in the Centerville School District shall be paid for ¼ of their accumulated sick leave up to and including 100 days. Payment will be based on the teacher's current salary per day.
- e. In the event a certified/classified staff member exhausts his/her accumulated leave as a result of an accident, illness, or maternity/paternity leave, the board shall allow other certified staff to make voluntary, anonymous donations to that person's sick leave. Each staff member receiving donated sick leave may receive not more than 50 days total per school year. The staff member must have around 100 hours of sick leave in order to donate hours. The CEA accepts responsibility for managing all requests.
- f. A teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available, shall, upon request, be granted a medical leave of absence, without pay up to six (6) months. The school district may, at its sole discretion, renew such leave. A request for medical leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.
- g. Sick leave with pay shall be allowed whenever a teacher's absence is due to personal or family illness, or personal or family medical appointments, which prevented his/her attendance at school and performances of duties on that day or days. (Family is defined as spouse and children, natural, adoptive and foster and other permanent members of the teacher's household.) Leave for other family members are subject to the discretion of the Superintendent depending on the circumstances.

3. Professional Leave

- a. All teachers shall be granted two (2) days temporary leave for professional development purposes. Such purposes may include but are not limited to:
  - 1. Clinics, workshops, seminars or relevant coaching clinics.
  - 2. MFPE delegate assembly.
  - 3. Other experiences as the teacher and Superintendent may identify.
- b. Conditions for professional leave:
  - 1. Advance notice of one (1) week must be given to the Superintendent by the teacher requesting leave.
  - 2. Teachers requiring more than two (2) days of leave must apply unused personal leave days to any days beyond two.
  - 3. If the district directs, requests, or approves the teacher to attend any professional leave activity requiring a temporary absence from school, those days shall not be deducted from the teacher's professional leave.

4. If the teacher is not able to return to work as the result of an emergency while on professional leave, the teacher shall not be required to use personal leave.
- c. Additional days may be granted at the discretion of the Superintendent.
4. **Jury Duty:** An employee who is summoned to jury duty or subpoenaed to serve as a witness may elect to receive regular salary or to take annual leave during jury time. An employee who elects not to take annual leave, however, must remit to the District all juror and witness fees and allowances (except for expenses and mileage). The District may request the court to excuse an employee from jury duty, when an employee is needed for proper operation of the school. Reference MCA 2-18-619 and SBP 5321
5. **General Leave of Absence:** General Leave of Absence is an absence from duty which may be granted at the sole discretion of the Board or their agent(s) for full-time certified employees without salary or fringe benefits.
  - a. Certified employees who have been regularly contracted during the past eight school years, including current school year, and who have been assigned full-time, in-district duties for all eight of these years and who will be offered a contract for the next school year, may apply for a General Leave of Absence.
  - b. The term of the General Leave shall be for one school year only.
  - c. An employee may request a General Leave of Absence by forwarding a letter of interest by February 1 of the current school year to the Board of Trustees. The employee will receive a written response to the leave request within a reasonable period of time after the disposition of the request, generally by the end of February.
  - d. An employee who wishes to return from the General Leave of Absence to in-district duties for the school year following the leave must notify the Board of Trustees by registered letter, return receipt requested, no later than February 1 of the leave year. The employee shall be entitled to a position for which the employee is qualified.
  - e. No employment experience shall be granted for purposes of advancement on the salary schedule.
  - f. The employee shall retain previously accumulated sick leave and experience credit for salary purposes.
  - g. The employee may maintain, at no cost to the District, health and hospitalization insurance, provided the premium payments are arranged with the insurance carrier.
  - h. The employee may maintain, at no cost to the District, individual term life insurance coverage, provided individual arrangements are made with the District within thirty calendar days of the first day of an Extended Leave without Pay or Benefits.
  - i. Employee seniority shall be considered to remain intact.
6. **Eligibility**

Leave benefits provided in this Article shall apply only to full-time teachers and shall be available only during the regular school year.
7. **Leave Accounting**

Teacher shall be given a written account of leave time upon request.

## ARTICLE 9

### PROFESSIONAL COMPENSATION

1. The basic salaries of teachers covered by this agreement are set forth in Appendix B; which is Attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the designated period. For the purpose of placing teachers new to the system on the salary schedule, credit may be granted on a 1:1 basis for all previous teaching experience in fully accredited schools up to a maximum of 15 years. Any new teacher hired in 2018-2019 or 2019-2020 school years with more than 7 years of service will be brought up to their years of service and start at that point for the 2020-2021 school year.
2. A teacher must have completed 7/9 of a school year for counting full year increment.
3. Courses proposed for advancement on the salary schedule shall be subject to a written pre-approval of the course/program by the Superintendent. A teacher must receive a minimum "B" grade for the course. If the course is only available on a pass/fail system this requirement will be waived.
4. Teachers will be allowed to move more than one (1) lane in a given year provided that the following criteria have been met:
  - a. Teacher has completed appropriate graduate classes or appropriate endorsement credits.
  - b. Credits have been obtained from an accredited institution.
  - c. Teacher has notified Superintendent by April 1<sup>st</sup> of intent to move lane(s) on the salary schedule.
  - d. When moving across the salary matrix to a different lane in any given year, the teacher will also move down one step each year.
  - e. Exceptions to moving down only one step per year on the salary matrix occur as follows:
    1. If a teacher has spent more than one year on the last step in a particular lane, upon moving over to the new lane on the salary matrix, the teacher will be allowed to move down more than one step.
    2. The number of allowed additional steps down on the salary schedule will correspond with the numbers of years the teacher was frozen at the last step of the previous lane prior to moving over to the new lane.
    3. The number of years of service at Centerville may not be accurately reflected by the teacher's step level on the salary matrix.
5. Teachers shall receive their salary in 12 monthly payments. Payday will be the 15th of each month, beginning in September.
6. Extra duty pay shall be in addition to the basic salary.
7. Teachers shall be compensated for required professional services outside the regular contract day to their current salary rate. For example: curriculum development.
8. Teachers shall be compensated for presenting workshops to fellow staff members. Amounts to be paid are \$50 for half day or \$100 for full day. In order to qualify for payment the following criteria must be met.
  - a. Teacher will obtain prior approval of the conference, workshop, etc. from the Superintendent.
  - b. Teacher needs to apply for the stipend based on the length of their presentation.
  - c. If the administration requests the teacher to present the workshop, criteria (a) will be waived

9. Early retirement incentive proposals extended at the sole discretion of the Board shall be available to all staff members who meet the criteria during the time constraints of the proposal.
10. All teachers and their spouses shall be admitted free to all school events.
11. A teacher desiring to write a competitive grant shall submit a proposal to the Board of Trustees through the Superintendent. The proposal shall include a commensurate stipend, defined as a consistent percentage amount of the total grant value. The stipend shall be paid to the grant writer only if the grant is successful.
12. Certified staff assigned to colony schools shall be provided a stipend of \$2000 for the 2020-2021 school year and increase to \$2100 for the 2021-2022 and 2022-2023 school years in addition to their salary as determined by Appendix B only if the colony school to which they are assigned operates on a school week different from the main Centerville school. The stipend shall not apply to certified staff assigned to colony schools that operate on the same number of days per week as the main Centerville school.
13. National Board Certification: if a teacher receives a National Board Certification, the school district will be willing to pay out \$500 a year extra for that teacher starting the 2020-2021 school year.

## **ARTICLE 10**

### **EXTRA CURRICULAR**

#### **PLEASE SEE APPENDIX B FOR ACTIVITIES SALARY SCHEDULE.**

1. The teacher salary schedule shall be used to determine allowances for performing extra duties. Each index value is multiplied by the base (BA minimum of the teacher salary schedule to obtain dollar amounts).
2. Procedures other than salaries and notice of vacancy associated with extracurricular positions shall remain outside of the scope of this agreement.
3. Each basketball, volleyball, cheerleading, and pep band coach will be paid an extra \$100 for divisional and state tournaments. Football coaches will be paid an extra \$100 for each week of the playoffs.

## **ARTICLE 11**

### **LENGTH OF DAY**

The length of the school day for all certified staff at the main Centerville school shall be from 7:30 AM to 4:15 PM four (4) days per week. Adjustments can be made with prior approval from the superintendent.

The length of the school week for certified staff at colony schools may change to five (5) days per week dependent upon school Board action. The school day for certified staff at colony schools having a five day week shall be from 8:15 AM to 3:15 PM.

## **ARTICLE 12**

### **LUNCH DUTY**

1. Any staff member having duty shall be eligible for one (1) free meal for each lunch duty completed during the school year. A duty is defined as eating lunch in the cafeteria with students and/or hall duty.
2. Lunch duty will be placed on a rotational basis among all staff and will be distributed evenly.
3. The teachers and Superintendent will formulate a plan for lunch supervision.

**ARTICLE 13**  
**TEACHERS AIDE**

1. The Board shall employ not less than one (1) full-time aide in the elementary school, providing money is available.
2. This aide shall be responsible to the Superintendent in performing his/her duties.

**ARTICLE 14**  
**PREPARATION PERIODS**

1. The weekly teaching load for all teachers shall be no greater than thirty (30) hours of assigned pupil responsibility, which is defined herein as any time a teacher is assigned for purposes of classroom instruction or supervision at any time during the teacher's school day, not including extra curricular activities. The weekly teaching load determination of 30 hours will be averaged over a period of nine weeks. Teachers will work with the administration to provide for and implement this contract item.
2. Teachers in grades 7-12 will have a minimum preparation period of 180 minutes per regular school week and a maximum of 270 minutes per regular school week.

**ARTICLE 15**  
**GRIEVANCE PROCEDURE/ARBITRATION**

1. **Grievance Definition**
  - a. A grievance is a signed claim by a grievant that there has been a violation of the terms of the Agreement.
  - b. A grievant is a teacher or group of teachers.
  - c. Days shall mean working days, except as otherwise indicated.
2. **Individual Rights**

Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration at Level One (defined below), and having the grievance adjusted at Level One without intervention by the Association, provided that adjustment is not inconsistent with the terms of this contract.
3. **Procedure**
  - a. **STEP I - Immediate Supervisor**
    1. The grievant shall within ten (10) working days of the occurrence or knowledge of the act or condition which is the basis of the complaint, present the grievance in writing, to the grievant's immediate supervisor.
    2. The grievance shall be written on the appropriate grievance form (Appendix A) and shall include a statement of the grievance, which provisions of this agreement are alleged to have been violated, and the requested remedy. If the alleged violation is of a repeat or recurring nature, the requested remedy shall extend back no more than ninety (90) days from the date of the grievance.
    3. The immediate supervisor will arrange for a meeting with the grievant to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the grievant with a written answer to the grievance within ten (10) days after the meeting.

b. STEP II - Superintendent

If the grievant or the Association is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievance, within ten (10) days, may be referred to the superintendent or the superintendent's designee. The superintendent/designee shall arrange for a meeting with the grievant to take place within ten (10) days after receipt of the appeal. Upon conclusion of the meeting, the superintendent will have ten (10) days to provide the grievant with a written decision.

c. STEP III - School Board

If the grievant or the Association is not satisfied with the disposition of the grievance at Step II, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievant, may within ten (10) days refer the grievance to the Board of Trustees. The Chairman of the Board shall arrange for a hearing with the grievant to take place within 45 days. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant with a written decision.

d. STEP IV - Binding Arbitration

1. If the Association is not satisfied with the disposition of the grievance at Step III, or if no disposition has been made within the time period provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right to arbitrate within twenty-one (21) days after it has received the decision at Step III. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute. After notice of submission to arbitration, the Association shall request from the Montana Board of Personnel Appeals a list of qualified arbitrators. Within fourteen (14) days of receipt of that list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.
2. The Arbitrator shall not consider any argument or evidence that was not submitted at the hearing before the Board of Trustees.
3. The arbitrator shall consider the grievance and render a decision within sixty (60) days of the hearing or final submission of briefs, whichever is later. The arbitrator's decisions shall be final and binding upon the parties.
4. Costs associated with binding arbitration shall be shared equally by the Association and the School District. If either party wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs for the transcript. If both parties request transcripts, they shall share equally the cost.

4. Exceptions to Time Limits

The time limits set forth in this Article may be changed by written agreement. If the grievant fail to file the grievance within the first 21 days as stated in Step I, the grievance is forever waived. If the grievant fails to timely file an appeal, the grievance is settled as stated in the earlier step.

5. No Reprisals

No reprisals of any kind will be taken by the Board, the school administration, the Association or the employee against any person because of participation in this grievance procedure. A teacher and/or association representative involved in a grievance procedure shall be given time-off with pay to attend any hearings associated with the grievance.

6. Cooperation of Parties

The Board, the administration, the Association and the employee will cooperate with the other in its investigation of any grievance, and further will furnish the other such public information as is necessary for processing of any grievance. No officer, agent or representative of the Association may solicit grievances, but may receive, discuss and handle grievances only when and where such activities do not interfere with their work.

7. 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.

8. Election of Remedies and Waiver

The aggrieved party may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the school an action or complaint that seeks the same remedy. If a grievant or the exclusive representative files a complaint or other action against the school, arbitration seeking the same remedy may not be filed or pursued under this section, MCA 39-31-306(5). If state law changes, this language will simultaneously change to be in accordance with MCA.

9. Jurisdiction of the Arbitrator

The arbitrator shall have no power to enter an order to direct the school district to violate the law and administrative rules. The arbitrator shall have no power to alter, add to, subtract from the terms of the Agreement. The arbitrator's decision will be based upon the specific provisions of this Agreement. This arbitration provision shall be for grievances only. There shall be no interest arbitration.

## **ARTICLE 16**

### **AGREEMENT DISTRIBUTION**

1. This agreement shall not be interpreted or applied to deprive teachers of professional advantages not herein agreed to.
2. Copies of the Agreement and individual contract shall be presented to all teachers at the time of employment. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is agreed to. Copies shall be revised with negotiated changes.

## **ARTICLE 17**

### **SAVINGS CLAUSE**


If during the term of this Agreement it is found that a specific clause of this Agreement is illegal in federal or state law, the remainder of the Agreement not affected by such ruling shall remain in force.

## **ARTICLE 18**



### **DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2020 and shall continue to be in effect until June 30, 2023. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This negotiated agreement shall be part of board policy.

For the Education Association


3/12/20  
 \_\_\_\_\_  
 President Date

Ken A. McElroy 3/16/20  
Chairman of Board of Trustees Date

Secretary Date 3/12/2020 District Clerk/Business Manager Date 3/16/20



APPENDIX A

Grievance No. \_\_\_\_\_

**GRIEVANCE FORM**

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Work Location: \_\_\_\_\_ Classification/Assignment: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Article(s) or Practice(s) Violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

### FORMAL LEVEL I

Date Received by Supervisor: \_\_\_\_\_

Disposition by Supervisor: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

### FORMAL LEVEL II

Date Received by Superintendent or Designee: \_\_\_\_\_

Disposition by Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

### FORMAL LEVEL III

Date Submitted to School  
Board:

\_\_\_\_\_

Disposition by School Board: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

### FORMAL LEVEL IV

Date Submitted to  
Arbitrator:

\_\_\_\_\_

Disposition by Arbitrator: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

### DISTRIBUTION OF COPIES:

Local President  
Grievance Committee Chairperson  
Grievant  
MEA Staff Representative  
Supervisor  
Personnel

## APPENDIX B

Salary Schedules, See Attached

1% longevity\* figured on MA lane step 16 and MA+10 lane step 17

Teachers receive longevity when they reach it on the salary schedule (must attain MA or BA+40 and reach step 17; or MA+10 or BA+50 and reach step 18).

## APPENDIX C

Due to implementation of the four day school week and possible situations that may arise that need adjusting; this contract may be reopened for language items prior to the next regular negotiation session.

The number of days in any school week and at any school shall be at the sole discretion of the Centerville Board of Trustees.

**2020-2021  
Salary Schedule**

If any of the following circumstances would adversely affect the budget, CEA and The Board will meet to negotiate steps and lanes.

- a. a significant drop in enrollment
- b. reduction in state funding
- c. failure of the district voted mill levy

Base Salary 29,470

	BA	BA+10	BA+20	BA+30	MA BA+40	MA+10 BA+50
1	29,470	30,413	31,386	31,857	32,329	33,286
2	30,563	31,607	32,667	33,192	33,714	34,760
3	31,651	32,800	33,949	34,524	35,099	36,233
4	32,741	33,994	35,231	35,859	36,484	37,707
5	33,832	35,187	36,513	37,191	37,869	39,180
6	34,922	36,381	37,795	38,526	39,254	40,654
7	36,012	37,574	39,077	39,858	40,639	42,127
8	37,103	38,768	40,359	41,193	42,024	43,601
9	38,193	39,961	41,641	42,525	43,409	45,074
10	39,284	41,155	42,923	43,860	44,794	46,548
11	40,374	42,348	44,205	45,192	46,179	48,021
12	41,464	43,542	45,487	46,527	47,565	49,495
13	-----	44,735	46,769	47,859	48,950	50,968
14		-----	48,051	49,194	50,335	52,442
15			-----	50,529	51,720	53,915
16				-----	53,105	55,389
17					53,636	56,862
18					54,167	57,431
19					54,698	58,000
20					55,229	58,568
21					55,760	59,137
22	Employee's current step may not necessarily represent actual years of service in the district.				56,291	59,705
23					56,822	60,274
24					57,353	60,843
25					57,884	61,411
26					58,415	61,980
27					58,946	62,549
28	APPENDIX B				59,478	63,117
29					60,009	63,686
30					60,540	64,254

**Centerville Schools  
Activities  
2020-2021**

**EXTRA CURRICULAR SALARIES**

<b>Coaching - High School</b>		
Head Girl's Basketball	0.122	3,595
Assistant Girl's Basketball	0.093	2,741
Head Boy's Basketball	0.122	3,595
Assistant Boy's Basketball	0.093	2,741
Head Volleyball	0.122	3,595
Assistant Volleyball	0.093	2,741
Head Football	0.122	3,595
Assistant Football (2)	0.093	2,741
Head HS/JH Track	0.151	4,450
Assistant HS/JH Track (2)	0.093	2,741
Head Cross Country	0.122	3,595
Assistant Cross Country	0.093	2,741
Head Golf	0.122	3,595
<b>Coaching - Junior High</b>		
Head Girls Basketball	0.093	2,741
Assistant Girls Basketball	0.073	2,151
Head Boy's Basketball	0.093	2,741
Assistant Boy's Basketball	0.073	2,151
Head Football	0.093	2,741
Assistant Football	0.073	2,151
Head Volleyball	0.093	2,741
Assistant Volleyball	0.073	2,151
<b>Activities - High School</b>		
Close Up	0.049	1,444
Youth Leadership (MBI)	0.049	1,444
Student Council	0.049	1,444
Annual Advisor	0.049	1,444
Science Olympiad	0.030	884
Business Professionals of America	0.030	884
Skills USA	0.030	884
Senior Class Advisor (3) (ea)	0.015	442
Junior Class Advisor (3) (ea)	0.015	442
Competitive Speech and Drama	0.122	3,595
Pep Band - Fall Sports	0.102	3,006
Pep Band - Winter Sports	0.102	3,006
Concert Band	0.102	3,006
Cheerleading Advisor	0.122	3,595
<b>Activities - Junior High</b>		
Cheerleading Advisor	0.073	2,151
8th Grade Advisor	0.015	442
Science Olympiad	0.030	884
<b>Activities - Elementary</b>		
Youth Leadership (MBI)	0.049	1,444
Enrichment Coordinator	0.049	1,444
1) First, on a volunteer basis.		
2) Second, if insufficient volunteers exist, selection shall be on a rotational basis determined by administration.		
3) The Athletic Director will submit proposed staffing to association (split shift or one person). If agreement is not reached, the athletic director has final discretion.		
4) Each person on duty selling or taking tickets at a school event shall be paid:		
JH/HS Volleyball Games		50
HS Basketball Games		50
JH/HS Football Games		50
Junior High Basketball Games		40

**2021-2022  
Salary Schedule**

If any of the following circumstances would adversely affect the budget, CEA and The Board will meet to negotiate steps and lanes.

- a. a significant drop in enrollment
- b. reduction in state funding
- c. failure of the district voted mill levy

Base Salary 30,059

	BA	BA+10	BA+20	BA+30	MA BA+40	MA+10 BA+50
1	30,059	31,021	32,013	32,494	32,975	33,952
2	31,174	32,238	33,320	33,855	34,387	35,455
3	32,283	33,456	34,628	35,214	35,800	36,958
4	33,396	34,673	35,936	36,576	37,213	38,460
5	34,508	35,890	37,243	37,934	38,626	39,963
6	35,620	37,108	38,551	39,296	40,039	41,466
7	36,732	38,325	39,858	40,655	41,451	42,969
8	37,844	39,543	41,166	42,016	42,864	44,472
9	38,956	40,760	42,473	43,375	44,277	45,975
10	40,069	41,977	43,781	44,737	45,690	47,478
11	41,181	43,195	45,089	46,095	47,102	48,981
12	42,293	44,412	46,396	47,457	48,515	50,484
13	-----	45,630	47,704	48,816	49,928	51,987
14		-----	49,011	50,177	51,341	53,490
15			-----	51,539	52,754	54,993
16				-----	54,166	56,496
17					54,708	57,999
18					55,250	58,579
19					55,791	59,159
20					56,333	59,739
21					56,875	60,319
22	Employee's current step may not necessarily represent actual years of service in the district.				57,416	60,899
23					57,958	61,479
24					58,500	62,059
25					59,041	62,639
26					59,583	63,219
27					60,125	63,799
28					60,666	64,379
29	APPENDIX B				61,208	64,959
30					61,750	65,539

**Centerville Schools  
Activities  
2021-2022**

**EXTRA CURRICULAR SALARIES**

**Coaching - High School**

Head Girl's Basketball	0.11960	3,595
Assistant Girl's Basketball	0.09120	2,741
Head Boy's Basketball	0.11960	3,595
Assistant Boy's Basketball	0.09120	2,741
Head Volleyball	0.11960	3,595
Assistant Volleyball	0.09120	2,741
Head Football	0.11960	3,595
Assistant Football (2)	0.09120	2,741
Head HS/JH Track	0.14804	4,450
Assistant HS/JH Track (2)	0.09120	2,741
Head Cross Country	0.11960	3,595
Assistant Cross Country	0.09120	2,741
Head Golf	0.11960	3,595

**Coaching - Junior High**

Head Girls Basketball	0.09120	2,741
Assistant Girls Basketball	0.07157	2,151
Head Boy's Basketball	0.09120	2,741
Assistant Boy's Basketball	0.07157	2,151
Head Football	0.09120	2,741
Assistant Football	0.07157	2,151
Head Volleyball	0.09120	2,741
Assistant Volleyball	0.07157	2,151

**Activities - High School**

Close Up	0.04805	1,444
Youth Leadership (MBI)	0.04805	1,444
Student Council	0.04805	1,444
Annual Advisor	0.04805	1,444
Science Olympiad	0.02940	884
Business Professionals of America	0.02940	884
Skills USA	0.02940	884
Senior Class Advisor (3) (ea)	0.01470	442
Junior Class Advisor (3) (ea)	0.01470	442
Competitive Speech and Drama	0.11960	3,595
Pep Band - Fall Sports	0.10000	3,006
Pep Band - Winter Sports	0.10000	3,006
Concert Band	0.10000	3,006
Cheerleading Advisor	0.11960	3,595

**Activities - Junior High**

Cheerleading Advisor	0.07155	2,151
8th Grade Advisor	0.01470	442
Science Olympiad	0.02940	884

**Activities - Elementary**

Youth Leadership (MBI)	0.04805	1,444
Enrichment Coordinator	0.04805	1,444

- 1) First, on a volunteer basis.
- 2) Second, if insufficient volunteers exist, selection shall be on a rotational basis determined by administration.
- 3) The Athletic Director will submit proposed staffing to association (split shift or one person).  
If agreement is not reached, the athletic director has final discretion.
- 4) Each person on duty selling or taking tickets at a school event shall be paid:
 

JH/HS Volleyball Games	50
HS Basketball Games	50
JH/HS Football Games	50
Junior High Basketball Games	40

**2022-2023  
Salary Schedule**

If any of the following circumstances would adversely affect the budget, CEA and The Board will meet to negotiate steps and lanes.

- a. a significant drop in enrollment
- b. reduction in state funding
- c. failure of the district voted mill levy

Base Salary 30,660

	BA	BA+10	BA+20	BA+30	MA BA+40	MA+10 BA+50
1	30,660	31,641	32,653	33,143	33,634	34,630
2	31,797	32,883	33,987	34,532	35,075	36,163
3	32,929	34,125	35,320	35,918	36,516	37,696
4	34,063	35,366	36,654	37,307	37,957	39,229
5	35,198	36,608	37,988	38,693	39,398	40,762
6	36,332	37,850	39,321	40,082	40,839	42,295
7	37,467	39,092	40,655	41,468	42,280	43,828
8	38,601	40,333	41,989	42,857	43,721	45,361
9	39,735	41,575	43,323	44,242	45,162	46,894
10	40,870	42,817	44,656	45,631	46,603	48,427
11	42,004	44,058	45,990	47,017	48,044	49,960
12	43,139	45,300	47,324	48,406	49,485	51,493
13	-----	46,542	48,657	49,792	50,926	53,026
14		-----	49,991	51,181	52,367	54,559
15			-----	52,570	53,808	56,092
16				-----	55,249	57,625
17					55,802	59,158
18					56,354	59,750
19					56,907	60,342
20					57,459	60,933
21					58,012	61,525
22	Employee's current step may not necessarily represent actual years of service in the district.				58,564	62,116
23					59,117	62,708
24					59,669	63,300
25					60,222	63,891
26					60,774	64,483
27					61,327	65,074
28					61,879	65,666
29	APPENDIX B				62,432	66,257
30					62,984	66,849



**Centerville Schools  
Activities  
2022-2023**

**EXTRA CURRICULAR SALARIES**

<b>Coaching - High School</b>		
Head Girl's Basketball	0.11725	3,595
Assistant Girl's Basketball	0.08940	2,741
Head Boy's Basketball	0.11725	3,595
Assistant Boy's Basketball	0.08940	2,741
Head Volleyball	0.11725	3,595
Assistant Volleyball	0.08940	2,741
Head Football	0.11725	3,595
Assistant Football (2)	0.08940	2,741
Head HS/JH Track	0.14515	4,450
Assistant HS/JH Track (2)	0.08940	2,741
Head Cross Country	0.11725	3,595
Assistant Cross Country	0.08940	2,741
Head Golf	0.11725	3,595
<b>Coaching - Junior High</b>		
Head Girls Basketball	0.08940	2,741
Assistant Girls Basketball	0.07015	2,151
Head Boy's Basketball	0.08940	2,741
Assistant Boy's Basketball	0.07015	2,151
Head Football	0.08940	2,741
Assistant Football	0.07015	2,151
Head Volleyball	0.08940	2,741
Assistant Volleyball	0.07015	2,151
<b>Activities - High School</b>		
Close Up	0.04710	1,444
Youth Leadership (MBI)	0.04710	1,444
Student Council	0.04710	1,444
Annual Advisor	0.04710	1,444
Science Olympiad	0.02884	884
Business Professionals of America	0.02884	884
Skills USA	0.02884	884
Senior Class Advisor (3) (ea)	0.01440	442
Junior Class Advisor (3) (ea)	0.01440	442
Competitive Speech and Drama	0.11725	3,595
Pep Band - Fall Sports	0.09805	3,006
Pep Band - Winter Sports	0.09805	3,006
Concert Band	0.09805	3,006
Cheerleading Advisor	0.11725	3,595
<b>Activities - Junior High</b>		
Cheerleading Advisor	0.07015	2,151
8th Grade Advisor	0.01440	442
Science Olympiad	0.02884	884
<b>Activities - Elementary</b>		
Youth Leadership (MBI)	0.04710	1,444
Enrichment Coordinator	0.04710	1,444
1) First, on a volunteer basis. 2) Second, if insufficient volunteers exist, selection shall be on a rotational basis determined by administration. 3) The Athletic Director will submit proposed staffing to association (split shift or one person). If agreement is not reached, the athletic director has final discretion. 4) Each person on duty selling or taking tickets at a school event shall be paid:		
JH/HS Volleyball Games		50
HS Basketball Games		50
JH/HS Football Games		50
Junior High Basketball Games		40