

**BIG SKY SCHOOL DISTRICT NO. 72
PROFESSIONAL NEGOTIATIONS AGREEMENT**

This **Professional Negotiations Agreement** (hereinafter "Agreement") entered into this 20th day of April, 2022 by and between the **Board of Trustees of Big Sky School District No. 72**, Gallatin County, State of Montana (hereinafter "District"), and the **Big Sky Professional Teaching Staff** (hereinafter "BS PTS/MFPE"); unless otherwise indicated, the term "BS PTS/MFPE" or "teacher", refers to an employee certified in class 1, 2, 4, or 5 pursuant to Section 20-4-106 MCA and whose position requires such certification as per Section 20-4-201 MCA but does not include substitute teachers, principals, superintendents, supervisors, and all others exempted by Section 39-31-103 MCA. Lead Administrator as referenced herein, shall refer to the top administrator currently employed by the District: Superintendent or Principal, as the case may be. In the event the District does not employ its own Superintendent, the County Superintendent reserves the rights of the Lead Administrator herein, except where the Board of Trustees may have authority and choose to execute same, and those rights shall be in addition to those reserved to the District Principal as Lead Administrator of the District.

PREAMBLE

WHEREAS, the District and BS PTS/ MFPE recognize and declare that providing a quality education for the children of the District is their mutual responsibility and of paramount importance and further believe that the delivery of such an education depends predominately upon the quality and morale of the teaching service; and

WHEREAS, the District's management (board and administration) and BS PTS/ MFPE /NEA-AFT recognize an honest and cooperative partnership between parties is essential to the effective operation of the District; and

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

NOW, THEREFORE, in consideration of the foregoing mutual covenants, it is hereby agreed as follows:

1. AGREEMENT: ALL INCLUSIVE

This Agreement contains all provisions of the agreement between the Board and the BS PTS/ MFPE on all matters negotiable for agreement under 39-31-305, Montana Code Annotated 2015. Neither party shall be required to negotiate for agreement upon any issue whether or not such issue is mentioned herein after this Agreement has been signed. Nothing in this Agreement shall be construed to obligate the District to continue or discontinue any past practice except those practices expressly provided for in this Agreement.

2. DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 2022, following the ratification by a majority of the members of the BS PTS, and shall remain in effect until June 30, 2025. The parties here to agree to commence negotiations for the purpose of formulating a successor professional negotiations agreement, during the term of this Agreement, and shall make all best efforts to finalize the terms and conditions of said successor agreement prior to June 1, 2025.

3. POWERS OF THE DISTRICT

The District has, and shall retain without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law. The District has the right to direct, hire, promote, transfer, assign and retain employees, to relieve employees from duties because of lack of work or funds or because of conditions where the continuation of such work would be inefficient and non-productive. The District has the right to maintain the efficiency of the District, to determine the methods, means, job classifications and personnel by which the District operations are to be conducted, and to establish methods and take whatever actions may be necessary to carry out the missions of the District in situations of emergency. In the event of contradiction between this Agreement and MCA school laws, the law shall prevail.

4. PROFESSIONAL TEACHING STAFF RECOGNITION

The District recognizes BS PTS/ MFPE as the sole and exclusive representative for negotiating with respect to wages, hours, fringe benefits, and other terms of employment for certified staff of the District. The District agrees not to bargain with or recognize any other persons or organizations purporting to represent the teachers for the duration of this Agreement. Non-Union members are considered part of the bargaining unit and are represented by BS PTS/ MFPE when a contract violation has occurred.

5. GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is defined as a written and signed complaint by an employee, whose employment is covered by this Agreement, alleging a violation or disagreement with the District as to the interpretation or application of terms and conditions contained in this Agreement. A grievance must be filed with the District Clerk or other representative authorized by the District. The grievance must be filed within ten (10) days of the alleged violation. The grievance must:

- i. Specifically state the provision(s) of this Agreement which are alleged to have been violated;
- ii. State clearly and concisely all facts which are the basis of the grievance; and
- iii. Specify the remedy requested which includes an action of relief beginning at the date of filing.

B. REPRESENTATIVES DURING GRIEVANCE PROCEDURE

- i. The District may designate an individual to serve as representative on behalf of the District at any time during the process of the grievance procedure. The grievant may be represented during any step of the grievance procedure by the BS PTS/ MFPE;
- ii. The Board, the administration, BS PTS/ MFPE, and the grievant agree to cooperate with all other parties to this Agreement in the investigation of any grievance, and further agree to furnish any available information that may be requested during the processing of any grievance. Grievance hearings and meetings shall be conducted at times that will provide an opportunity for all parties of interest to be present. A grievant shall be allowed reasonable time off with pay and benefits to process a grievance.

C. INTERPRETATIONS

- i. Exception to Time Limits - The time limits provided for in this Agreement

shall be strictly observed unless extended by written agreement of the parties involved. Similarly, steps of the grievance process may be waived only by written mutual agreement of the parties involved.

- ii. Notwithstanding the expiration to this Agreement, any claim or grievance arising thereunder may be processed through this grievance procedure until resolution.
- iii. Days - Reference to days regarding time periods shall refer to regular business days, Monday through Friday. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.
- iv. A grievance appeal must follow proper procedure steps within the allocated time period. Failure to do so will constitute a waiver of the grievance.

D. PROCEDURE FOR GRIEVANCE

Level 1: Informal

An effort shall first be made to resolve an alleged grievance informally between the grievant and teacher, counselor, or building administrator involved, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with the first line administrator that is not involved in the alleged harassment.

Level 2: Written

If the grievance is not resolved through the informal meeting the grievant may submit the formal grievance in writing to the lead administrator, containing: 1) the nature of the grievance; 2) the remedy requested; 3) the name of the grievant; and 4) the date it is written.

The Level 2 written grievance must be filed with the lead administrator within sixty (60) calendar days of the event or incident, or from the date the grievant could reasonable become aware of such occurrence. If the complaint alleges a violation of Board policy or procedure, the lead administrator shall investigate and attempt to resolve the complaint. If either party is not satisfied with the lead administrator's decision, the grievance may be advanced to Level 3 by requesting in writing that the Board review the lead administrator's decision. This request must be submitted to the Board within fifteen (15) days of the lead administrator's decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the lead administrator to the Board bears the burden of proving a failure to follow Board policy.

If the complaint alleges a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or sexual harassment, the lead administrator shall turn the complaint over to a Nondiscrimination Coordinator who shall investigate the complaint. The Coordinator will

complete the investigation and file the report with the lead administrator within thirty (30) days after the receipt of the written grievance. The Coordinator may hire an outside investigator if necessary. If the lead administrator agrees with the recommendation of the Coordinator, the recommendation will be implemented. If the lead administrator rejects the recommendation of the Coordinator, and/or either party is not satisfied with the recommendations from Level 2, either party may make a written appeal within fifteen (15) days of receiving the report of the Coordinator to the Board for a hearing.

Level 3: Hearing with the Board

Upon receipt of a written appeal of the decision of the lead administrator, and assuming the individual alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final, unless appealed within the period provided by law.

Level 4: Binding Arbitration

If the grievant is not satisfied with the response at Level 3, he/she may not later than ten (10) days from the receipt of the Board's response at Level 3, submit a written appeal to arbitration by delivering a notice of such to the to the main office to the lead administrator. The arbitration shall be conducted under the following provisions:

A. Not later than ten (10) days from the receipt of the Board's decision, the grievant shall write to the Board of Personnel Appeals, requesting a panel of seven potential arbitrators, and shall deliver a copy of the letter to the main office, to the attention of the lead administrator.

B. Within ten (10) days from receipt of the list of arbitrators by both parties, the District and the grievant, or their representatives, shall pick the arbitrator by alternately striking names until one remains, who shall be the arbitrator. The grievant shall promptly notify the Board of Personnel Appeals and the parties shall cooperate to arrange a date for the hearing and decision.

C. The arbitrator shall consider the grievance and render a decision within thirty (30) days of the hearing or final submission of briefs, whichever is later. By mutual agreement, a hearing may be avoided and the parties shall brief the issue to the arbitrator at his/her location. A briefing schedule shall be established in such cases by mutual agreement or by the arbitrator if the parties cannot agree. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms of this Agreement.

D. Each party shall share equally the cost of the arbitrator. The parties shall bear their own expenses for their own costs of presenting their case. In the event one of the parties orders a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs.

E. After a grievance has been submitted to arbitration, the grievant and its representatives waive any right to pursue against the District an action or complaint that seeks the same remedy. If the grievant or its representative(s) files a complaint or other action against the District, arbitration seeking the same remedy may not be filed or pursued.

6. TEACHER SUPERVISION

The Supervision Program in the District is created to assist teachers in improving their professional skills on an ongoing basis, and is not part of the evaluation process. Materials used in the supervision process may be placed in an individual's faculty personnel folder. Each September the faculty shall choose the area(s) in which they wish to focus and shall develop a strategy as to how each will best be accomplished. This information shall be shared with the lead administrator and a schedule of supervision sessions by the lead administrator shall be established.

The lead administrator shall then schedule a feedback conference with the teacher supervised in order to share observations made during the session. The purpose of the feedback conference is to give guidance and direction by providing questions that will allow the teacher to draw appropriate conclusions. The length of time a teacher works on a specific area will be decided upon at the initial discussion with the lead administrator. Every teacher within the District is involved in the supervision program on a continual basis.

7. PLAN OF IMPROVEMENT

There are times when the lead administrator must decide to place a teacher on a plan of improvement. Should deficiencies be observed in the performance of a teacher, the lead administrator shall provide the teacher with written recommendations. The intention of this plan is to improve a teacher's performance in a systematic manner when a problem or concern has not been solved through other avenues. Each plan of improvement will be done on a case-by-case basis. The plan of improvement will include a description of what needs to be improved. A course of action will be developed by the lead administrator with the input of the teacher and include a time frame in which improvements are expected. A follow-up evaluation will be conducted after thirty (30) days of the teacher's receipt of the plan of improvement, or by the end of the current school year, whichever is sooner.

8. TEACHER EVALUATION: The purpose of evaluation is to improve instruction.

A. DEFINITIONS

i. **Informal Observation:** Any non-scheduled visit or observation by the lead administrator to a classroom, instructional or performance activity. This may include a post observation conference between the lead administrator and the teacher. A post-observation conference shall be scheduled and completed as agreed to by the teacher and the lead administrator, but shall be no later than two weeks after the informal observation.

ii. **Post Observation Conference:** This conference is to provide feedback,

identification of strengths and direction for areas to be developed. The Post Observation Conference is documented by a written summary signed by the teacher and the lead administrator. This report will be put in the teacher's personnel file within fourteen (14) days of the date of observation.

iii. Evaluation: This evaluation will summarize at least two (2) informal observations that may include all aspects of employee performance. The lead administrator should avoid current supervision objectives as identified in Section 6 herein. This written summary shall be discussed with the teacher and signed by the teacher and the lead administrator with a copy to the teacher and a copy to the teacher's personnel file. This evaluation discussion may also serve as the Post Observation Conference for the final observation.

B. NOTIFICATION OF EVALUATION

All teachers shall, at the time of employment or within the first week of the school term, review the District's evaluation processes and procedures as contained in this Agreement and have the opportunity to ask questions.

C. EVALUATION OF NON-TENURED TEACHERS

At least two (2) written evaluations shall be made by the lead administrator for all non-tenured teachers each year. These evaluations will include classroom observations as defined above. The first evaluation will be completed by the end of the 1st quarter. The Post Observation Conference summary will be completed by the November Board meeting of the District. The second evaluation will be completed by March 1st. The Post Observation Conference summary will be completed by the March Board meeting of the District.

D. EVALUATION OF TENURED TEACHERS

At least one (1) written evaluation shall be made by the lead administrator for all tenured teachers each year. The observations included in this evaluation may be conducted any time during the year. All evaluations will be completed by the April Board meeting of the District.

E. EVALUATION CONTENT

If a teacher believes that the evaluation or a Post Observation Conference summary is incomplete or inaccurate, the teacher may submit any objections in writing. An objection shall be attached to the copy of the evaluation submitted to the teacher's personnel file, provided such written objections are submitted to the lead administrator within twenty (20) working days of the receipt of the evaluation by the teacher. It is the lead administrator's right and responsibility to assess performance and therefore, the content of evaluations performed in accordance with the provisions of this Agreement are not grievable.

9. COMPLAINTS/CONCERNS

Any complaint or concern regarding a teacher reported to the lead administrator, must be presented in writing by the lead administrator to the teacher the subject of the complaint or concern, within three (3) working days of receipt of the complaint or concern. Complaints and

concerns must be signed by both the author and by the teacher the subject of the complaint or concern. Signature by a subject teacher represents receipt of concern, not agreement with the document. Any complaint or concern not presented to the subject teacher within three (3) working days of receipt shall be considered void. The subject teacher shall be afforded the opportunity to respond in writing and schedule a meeting with the lead administrator within five (5) working days of receipt of the complaint or concern.

Nothing in this Agreement shall preclude the District from first reporting an incident or complaint to appropriate local, county, and/or state officials and following the instructions of those agencies.

10. DISCIPLINE, DISMISSAL AND TERMINATION

Any tenured teacher who fails to fulfill their job responsibilities or follow the reasonable directions of their supervisor(s) or who conduct themselves on or off the job in ways that affect their effectiveness on the job, disrupts the operation of the District, or conducts themselves in other such ways that the law determines to be good cause shall be subject to discipline, dismissal and termination.

- A. Discipline: The District will use progressive discipline which normally includes a verbal warning, a written warning and a suspension. However, levels of discipline may be bypassed depending upon the frequency and/or seriousness of the offense. A teacher will not be disciplined without just cause. Discipline shall be reasonably appropriate to the circumstance and shall include, but is not limited to, the lead administrator's right to reprimand and to suspend with or without pay, or impose other appropriate disciplinary sanctions.
- B. Dismissal (firing during the term of a contract): A teacher will not be dismissed without just cause.
- C. Termination (non-renewed): A tenured teacher will not be terminated without just cause. The termination of a non-tenured teacher shall be governed solely by the provisions of 20-4-206, MCA. In accordance with Montana Law, only the District Board may terminate or non-renew an employee. Notice of termination for both tenure and non-tenure teachers shall be in accordance with applicable sections of Montana Code Annotated.

11. PERSONNEL FILES

No material will be placed in a teacher's personnel file unless it is signed by the author, and unless the teacher has had an opportunity to read the material and respond to it in writing.

Access to the personnel file shall be limited to the District, the lead administrator, the teacher to whom the file refers, and representatives of any of the above parties, if any. Any teacher shall have the right upon request to review the contents of his/her personnel file and to receive at the teacher's expense a copy of any documents contained therein. The District and administration shall keep no secret, duplicate, alternate, or other personnel file, with the exception of processed grievances. This limitation shall not be construed to apply to any investigative working file or other material covered under the attorney/client privilege or the attorney work product rule.

12. PREPARATION TIME

Each teacher is entitled to an average of one (1) prep period a day or a minimum of 200 minutes/week preparation time, preparation time will be scheduled in blocks of no less than 30 uninterrupted minutes. Teachers shall be allowed 10 minutes of travel time between buildings. Specialists and part-time teachers are entitled to proportional preparation time. The parties recognize that due to scheduling conflicts, it is not 100% certain to provide perfect equity in a particular year. Preparation time is non-cumulative, must be used for instructional planning, and must be taken at the school. Leave requests for use of preparation time elsewhere must be approved in advance by the lead administrator. Teachers shall not be assigned other duties during this preparation period, but it may be used on occasion for meetings, conferences, or covering other classes. Lunch time will not be considered prep time.

12.1 Teacher Building Duty

Teacher duties can include bus duty, recess duty, lunch duty and detention. Teachers will rotate through a duty a schedule that minimizes the impact on any one teacher. The rotating duty schedule will be created and shared by an administrator at the beginning of each semester for both the elementary and secondary buildings. Building administrators will communicate on scheduling of staff who travel between buildings to ensure an equitable distribution of duties.

13. PROFESSIONAL COMPENSATION AND BENEFITS

13.1 Salary Schedule Contingency:

A. Should legislation any way change the general fund revenue formulas, district budgeting authority, or District revenue, either party may, within thirty days after legislation changes are finalized, give notice of their desire to re-negotiate items related directly to compensation. Upon such notice, salary, steps and lanes for the next fiscal year will be frozen at the current year's salary schedule until the District and BS PTS reach agreement.

B. If funds are significantly reduced from any other source from the date of ratification to the expiration of this Agreement, either party may give notice to the other party within sixty (60) calendar days declaring the intent to renegotiate items related directly to compensation (inclusive of but not restricted to salaries, insurance and other benefits). Opening of the Agreement under such a circumstance does not obligate either party to agree to reduce salaries or other benefits or compensation. Changes, if any, negotiated and mutually agreed upon under this provision, will become an addendum to and supersede only relevant provisions of the current Agreement.

13.2 SALARY SCHEDULE

Using the attached Certified Teacher Salary Matrix (Appendix A) The base increases are 22-23 (1%); 23-24 (2%); 24 – 25 (1%) with the contingency being the failure of a general fund levy will result in 0.5% being deducted from the aforementioned base increases only during the first year of the base increase (2022-2023) as represented in Appendix A. The Salary Schedule(s) will remain in effect.

An annual cost of living adjustment (COLA) will be applied to the current year salary (as determined by the salary schedules in Appendix A) on a sliding scale outlined in the table below. Lane changes and base increases will be applied before the COLA. COLA will be paid 50% with

December payroll and 50% with June payroll.

Salary level	COLA applied
Salary < \$40,000	10%
\$40,000 < Salary < \$50,000	8%
\$50,000 < Salary < \$60,000	6%
\$60,000 < Salary < \$70,000	4%
Salary > \$70,000	2%

- A. All teachers placed on the schedule must have a valid Montana teaching certificate according to Accreditation Standards. As long as the Office of Public Instruction continues to require a certain level of continuing education in order to renew a teaching certificate, the teachers shall timely complete such continuing education, register the renewal with the County Superintendent, and bring a copy to the administration office.
- B. An incoming teacher may be placed on the salary schedule at a rate of one (1) step for each year of previous teaching experience (in a recognized accredited school). The District will grant a maximum of ten years of outside teaching experience to newly hired teachers. In the event it becomes necessary in order to attract a desired applicant, at the discretion of the District a maximum of two additional years may be granted.

13.3. SALARY ADJUSTMENTS

Salary adjustments will be made for those who earn enough qualifying graduate credits to change lanes on the salary schedule. Lanes are acquired by earning 10, 20, 30 graduate credits while employed by the District. In the event the State of Montana honors Office of Public Instruction (OPI) credits during the term of this Agreement, OPI credits shall be considered qualifying credits for lane changes based upon the following conversion: fifteen (15) OPI credits shall be equal to one (1) graduate credit, up to and including the maximum of three (3) graduate credits per teacher in the District. In addition, each hour of International Baccalaureate professional development is equal to one OPI renewal credit. All OPI credits obtained by teachers of the District prior to the execution of this Agreement shall be honored in compliance with whatever agreement was in place between the teacher and District at that time, and shall not be subject to this conversion requirement. All graduate credits must meet state and/or OPI standards and must be approved by the lead administrator. Graduate credits must be in the teacher's area of certification or current area of employment with the District or must apply towards an advanced degree in education that is applicable to the District, unless approved in advance by the lead administrator. 4B Educator's License in the State of Montana, requires 60 OPI Renewal Units as its sole benchmark for renewal of a license, Big Sky School District will allow staff who hold such a license to achieve a lane change with 150 OPI approved renewal units. It is the goal of the board that these units are earned in the teacher's area of certification or current area of employment with the District or they must apply toward an advanced degree in education that is applicable to the District, unless approved by the Superintendent. The

District does encourage teachers to develop a second major teaching area within the District curriculum, especially if the District feels that there is a specific need that must be filled. No credit will be acknowledged or accepted for graduate courses taken during school hours. Graduate credits taken while school is not in session, shall be available for credit, at the discretion of the lead administrator. Approval will not be given for two courses of the same title and/or number unless it is clearly shown that a significant difference of direct benefit to the District is implicit in the repetition. Any credits received out-of-state must meet OPI and administration approval. Written notice of a lane change must be filed by the subject teacher with the District Clerk by March 1st in order to receive compensation for the ensuing year. Teachers shall be eligible for a more than one lane change based upon certified credits earned and on file in the District office.

Only graduate credits earned after the Bachelor Degree and after the teacher's original Montana certification was issued, shall be considered for purposes of advancement on the salary schedule.

Summer session attendance requires a proof of credits and grades in the personnel file by September 15th in order to receive compensation for the current school year.

13.4. LONGEVITY

Teachers who are at the highest attainable salary in their respective columns are eligible for percentage based matrix increases only. Step movement will continue when lane change has occurred. When movement from one lane to the next occurs, step movement will continue in one (1) year increments.

13.5. PAY PERIODS

The basic teacher work year consists of 187 duty days for returning teachers and 189 for new teachers (of which 176.50 are pupil-instruction and 10.5 (returning teachers) and 12.5 (new teachers) are pupil-instruction-related days (PIR) unless changed by school calendar adoption). A calendar committee will include an administrator and a certified staff member who can solicit input from other teachers and staff members. A school day typically begins at 8:00 a.m. and ends at 4:00 p.m. However, in some cases hours may vary. Teachers shall receive their contract salary in twelve (12) installments. Teachers will receive payroll checks on the fifth day of each month or the Friday before if the fifth day of the month falls during a weekend. Salary will be paid, less deductions required by federal and state laws, and less any other deductions authorized by the employee and approved by the Board.

13.6. DISTANCE LEARNING

The Superintendent will determine staffing for distance learning courses, in compliance with the Montana Standards of Accreditation. When a teacher is assigned the facilitation function for a distance learning course, neither the teacher's FTE nor salary will be reduced.

13.7. EXTRA-DUTY

Teachers who are assigned an extra-duty activity that pays a stipend will be issued a contract for such activity separate and apart from the teacher's regular teaching contract. Such separate contracts will be approved by the Lead Administrator and the Board in each instance.

13.8 NATIONAL CERTIFICATION

A \$1,000.00 stipend per year for two (2) years will be paid to teachers who provide documentation to the District of receipt of one of the following:

- National certification from NBPTS (National Board of Professional Teaching Standards).
- Nationally certified School Counselors

It is understood that a person will only be paid for one of the above stipends.

13.9 HEALTH INSURANCE BENEFITS

A. PARTICIPATION AND DISTRICT CONTRIBUTION: Eligible teachers may or may not participate in the District insurance program.

For eligible teachers who elect to participate in the insurance program and were hired after the 2019-2020 school year, the District shall contribute \$7320.00 annually for a full time teacher (to be distributed in equal monthly installments of \$610) toward the insurance premium for each teacher, regardless of the coverage selected. New employees hired for the 2019-2020 school and thereafter may enroll in the approved insurance offered by the district, however, if they don't participate in the insurance program, they will not receive the insurance benefit contribution.

For eligible teachers who elect not to participate in the insurance program and were hired before the 2019-2020 school year, the District shall contribute \$6600.00 annually for a full time teacher (to be distributed in equal monthly installments of \$550.00 toward a tax sheltered annuity, or HSA (if eligible) if the eligible teacher elects not to participate in the District insurance plan. Teachers who elect not to participate in the insurance plan will not be entitled to an equivalent cash benefit.

Employees hired prior to the 2019-2020 school year who change their plan election would have the option of contributing to an HSA, not to exceed \$610.00 / month.

Employees who elect to participate in the health insurance program and whose monthly premiums exceed \$610 / month will receive \$8400 annually (to be distributed in equal monthly installments of \$700) and will receive a \$100 annual increase thereafter. Any portion of the insurance premium not covered by the above contribution amount shall be borne by the teacher and paid by payroll deductions.

B. INDEMNIFICATION: The District's sole responsibility hereunder shall be to deduct and transmit the proper funds and the teacher and BS PTS shall indemnify, hold harmless and defend the District and its employees from any suit involving alleged misuse of funds. No claim shall be made against the District as a result of a denial of insurance benefits, claims, or coverage.

C. PART-TIME TEACHERS: Part time certified staff shall receive insurance benefits on a pro-rated basis when compared to the full time equivalent. A teacher whose contract is for less than 0.5 FTE will not participate in the District's insurance benefit program. The equivalent of the District contribution for less than 0.5 FTE teachers, pro-rated according to FTE, will be placed in a tax sheltered annuity.

D. **EXCESS CONTRIBUTIONS:** Any excess between the District contribution and the cost of the individual or family premium shall be deposited into tax sheltered annuity, a flex plan or HSA (if eligible).

E. **TERMINATION OF BENEFITS:** Upon termination of employment during the school year, all District participation and contributions shall cease effective on the last workday. Upon termination of employment at the end of the school year, the District participation will end June 30th of the same year.

13.10 SICK/PERSONAL LEAVE

Twelve (12) days annually, at full salary, shall be provided each full-time teacher for a combination of five days (5) sick leave and seven days (7) personal leave. Part-time teachers shall be entitled to pro-rata sick leave and personal leave based on the number of days and portion of days worked.

Sick leave and personal leave may be used for personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity, post-adoptive care, or illness in the family (as per FMLA.) The administration shall make the final decision whether the illness in the family falls within this category. A maximum of five (5) days a year of the combined sick leave and personal leave may be used for **personal leave** provided the teacher has followed the stipulations for personal leave listed in this article.

With the approval of the Superintendent, employees have the option of converting 1.5 sick days to 1 personal day, not to exceed 3 converted days per year. The request must be made not less than five (5) days prior to the requested absence. Maximum sick and personal leave shall not exceed 12 days per school year.

Any unused combined sick leave and personal leave shall be allowed to accrue to the teachers' sick leave balance at the end of each school year. Sick leave is cumulative to a maximum of one hundred (100) days.

At the end of each school year they may elect to receive a minimum cash payment equal to \$80.00 rather than allowing the days to accumulate as sick leave. Part-time employees who elect the same leave cash-out will receive a pro-rated portion of the minimum cash payment equal to the which will be based on their FTE. Teachers who have accumulated over 100 days of sick leave shall be paid at the rate of the \$80.00 per day for each accumulated day over 100 days that is not used. Payment is to be made in June of each year. By mutual consent of the school and the teacher, accumulated sick leave over thirty days may be paid for by the school in the manner described above and removed from the accumulated sick leave due the teacher. Payment is to be made in June of each year.

Upon termination of employment from the district, a teacher shall receive a lump sum payment for all days of accumulated and unused sick leave at the rate equal to the Guest Teacher rate of pay per day

Each employee may contribute up to two (2) sick days per school year to a common bank to be administered by the Association. Employees who have exhausted their accumulated sick leave, as well as personal days, may make reasonable withdrawals, as determined by the Association, from the common bank, provided that there are sufficient days available in the bank. The Association will be made up of elected union representatives from each school. Requests for banked sick leave would need to follow procedure and be approved by administration before applying. Donations of sick days to the bank must be made prior to February 1 of the current school year. The association may solicit calls for donations as many times as deemed necessary. No one employee is eligible to receive more than 10 days in one school year.

Seniority shall accumulate while a teacher is utilizing accumulated sick leave credits. Further, seniority shall continue to accumulate for a teacher who has exhausted accumulated sick leave provided the teacher is absent for personal sickness or injury and returns to the position as soon as the teacher is able to work.

Personal leave shall have the following additional stipulations:

1. Personal leave shall be granted in no less than one-half (1/2) day increments.
2. The review and granting process shall reside with the teacher's principal or immediate supervisor and the Superintendent and shall provide for uniform treatment of the professional staff.
3. A teacher seeking personal leave to extend a vacation must submit a request no less than five (5) days prior to the leave day. For other personal leave, at least two (2) working days written notice shall be required except in the case of an emergency.
4. The teacher's principal or immediate supervisor shall have the right to deny personal leave immediately preceding or immediately following school vacation when in the opinion of the principal or immediate supervisor a qualified substitute is not available and/or the teacher's contracted responsibilities or activities cannot be properly carried out by substitute personnel. Denial of such leave may be appealed to the Superintendent or the Superintendent's designee.
5. The number of teachers on personal leave at any one time may be limited by the availability of substitutes. All requests for personal leave must be directed to the teacher's supervisory principal, and is limited to three teachers per day on a first come, first served basis. The teacher is obligated to notify the principal at the earliest possible time.
6. Extenuating circumstances which are unanticipated and unpreventable may be afforded consideration by the Superintendent.
7. The building principal has the discretion to allow other teachers within the same school to cover a class for a short period of time (no more than two class periods) for another teacher within the same school on an occasional basis. Teachers covering the class must do so on a voluntary basis. The teacher being relieved will not be required to expend personal leave in this instance. Implementation of this provision is at the discretion of the building principal whose decision will be based on the best interests of the school and the students affected. A teacher shall accumulate seniority during a period of personal leave.

13.11 LONG-TERM ILLNESS/TEMPORARY DISABILITY/MATERNITY LEAVE

A leave of absence of up to a total of twelve (12) weeks during a school year may be granted to an eligible certified teacher for the following reasons: 1) the birth of a child to that teacher or to his/her spouse; 2) the placement of a child for adoption or foster care to that teacher; 3) because of a serious health condition that makes the teacher unable to perform the functions of the job; or 4) to care for the teacher's spouse, child, or parent with a serious health condition. The lead administrator may approve additional leave of absence time for extenuating circumstances, on a case-by-case basis, and without setting precedent.

Leave without pay arising out of any long-term illness or temporary disability, including pregnancy, miscarriage, childbirth and recovery there from, shall commence only after all sick/personal days have been exhausted. A certified teacher taking medical leave may have his/her job position remain available to him/her for the term of twelve (12) weeks from the date of leave, although payment to the teacher during the twelve (12) week time period is limited to accumulated sick days due to the teacher at the date of leave. Part-time certified salaried staff taking medical leave will receive salary and benefits equal to their FTE. A teacher who wishes to take more than twelve (12) weeks maternity/paternity leave can apply for extended leave as outlined in 13.13 Extended Leave of Absence section of this Agreement. At the discretion of the lead administrator, medical certification may be required to document and determine eligibility for any medical leave of absence.

13.12 PROFESSIONAL LEAVE

The District will grant a minimum of three (3) professional leave days or more at the discretion of the Lead Administrator per school year to each full-time certified teacher, for the purpose of attending meetings or conferences that will increase the teacher's knowledge or skills for his/her particular job with the District. Part-time certified salaried staff will receive professional leave days equal to their FTE. The leave must be with the lead administrator's approval and should be arranged for at a minimum of 48 hours in advance. If unused these days will not be paid at the end of the school year. Professional Leave days may be used to pursue OPI or Graduate credit work, and may contribute to eligibility for advancement on the salary schedule subject to and according to Section 13.3 herein.

13.13 BEREAVEMENT LEAVE

The lead administrator will grant up to and including five (5) days of Bereavement leave, that will not be deducted from their sick/personal days, for immediate family of full-time certified staff (spouse, children, parents, siblings, grandchildren, grandparents, and like relatives of spouse) per school year. Part-time certified salaried staff will receive salary and benefits equal to their FTE. Additional time, if requested by the teacher, shall be deducted from sick/personal days. Bereavement leave is non-cumulative.

13.14 EXTENDED LEAVE OF ABSENCE

Upon written application to the District, a full-time certified tenured teacher who has worked continuously for the District for five (5) or more years, and has been offered a position for the ensuing year, is eligible to apply for an extended leave of absence without pay for one (1) year

at the sole discretion of the District. Applications for an extended leave of absence must be submitted no later than March 31st of the current school year. Teachers so approved shall be entitled to return to a position as similar as possible to the one they left as determined by the District. Seniority, tenure status, and all leave benefits shall resume as when the leave began. Teachers shall notify the District by March 1st of the extended leave of absence year, of their intent to return the following school year. Following an extended leave, a teacher must work for another five (5) continuous years for the District before being eligible for another extended leave of absence.

An extended leave of absence shall be defined as leave without pay or insurance benefits, except that a teacher on approved extended leave of absence without pay may elect to continue group benefits, provided the teacher absorbs all costs.

13.15 WORKER'S COMPENSATION BENEFITS

All District employees are eligible for worker's compensation coverage in accordance with state law and District policy.

14. SENIORITY AND REDUCTION IN FORCE

The District has the exclusive authority to determine the appropriate number of employees. A reduction of certified employees may occur as a result of, but not limited to, changes in the education program, staff realignment, changes in the size or nature of the student population, financial situation considerations, or other reasons deemed relevant by the District. If the District chooses to reduce the number of tenured teachers, reduction will be accomplished by seniority as outlined below:

Seniority will be defined as the number of years in service to the District, and will be prorated in the case of part-time teachers according to their FTE. Seniority will be computed from a teacher's most recent date of hire. Seniority will continue to occur during all paid leaves of absence. Seniority will not be lost during an unpaid leave of absence or placement by the District in a position outside of BS PTS, but such time will not be counted in computing seniority. Non-tenure teachers shall not accrue seniority until achieving tenure, and upon acquiring tenure, the seniority date shall relate back to his/her first day of continuous employment. When seniority is equal between or among tenured teachers, ranking of those teachers shall be determined by preparation level as indicated by current placement on the salary schedule. When seniority and preparation level are equal between or among teachers, ranking of those teachers shall be determined by the drawing of lots.

Necessary staff reductions will be accomplished in accordance with the following sequence:

- A. Normal attrition from retirements and resignations.
- B. If further reductions are required, non-tenure teachers will be non-renewed according to the needs of the District.
- C. If reductions are required beyond attrition and non-renewal of non-tenured teachers, tenure teachers shall be laid off in accordance with the procedures set below:

1. Determination of those to be retained shall be based upon certification, qualifications (level of education and teaching experience), and a demonstrated ability to perform the work. These factors being substantially equal, seniority shall govern, and in the event seniority is substantially equal, the lead administrator shall make the recommendation based upon other contributing factors. The Board or its agent shall give notice of layoff to the least senior teacher performing in that position. A teacher holding a position that requires a special endorsement specific to the needs of the District shall be given special consideration from the above procedure, in such case, the next least senior teacher will be laid off. Senior teachers may accept voluntary layoff during a period when the District is placing tenured teachers on layoff. Teachers accepting voluntary layoff will continue to accrue seniority. Teachers wishing to be recalled from voluntary layoff for the next school year shall give the District written notice of this intention by the preceding February 1st. Re-employment rights shall automatically cease twelve (12) months from the date of layoff and no further rights to reinstatement shall exist.

D. When a tenured teacher is laid off, the District may give that teacher a leave of absence for one (1) year. This extended leave of absence gives the tenured teacher the opportunity to continue on the District's health insurance policy at the tenured teacher's expense. If reinstated to a teaching position within two (2) years, the tenured teacher shall not lose credit of any kind for previous years of service and future seniority shall be calculated from the date of initial employment by the District, but shall not include seniority for years not employed by the District by reason of lay-off.

E. When there is an increase in teaching positions due to reinstatement of the discontinued position, marked increase in the student population, or through natural attrition of the certified staff within two (2) years of the effect of such lay-off, the laid-off person(s), meeting the stated requirements, shall be granted an interview for such position at the laid off person's written request and given equal consideration for the available position as applicants received from external advertising. The selection of the teacher shall be at the discretion of the District.

F. The District may exercise its authority to determine the number of employees, the establishment and priority of programs, or the right to reduce staff. Therefore, such actions shall not be subject to the grievance procedure provided in this Agreement. A tenured teacher may grieve concerning the establishment of his/her seniority date, or the order of lay-off as provided in this Agreement. It is further understood and agreed by the parties that the termination of teachers is governed by Montana Statutes and nothing herein shall be construed to modify or limit, the School District's statutory rights or the teachers' statutory rights as provided by Montana Law.

15. VACANCIES

When filling a teaching position vacancy, internal applicants will be given equal consideration with applications received as a result of external advertising, except that all internal applicants meeting the stated requirements of the position will receive an interview. The final selection shall be the best overall qualified candidate, at the discretion of the lead administrator and the Board.

16. RESIGNATIONS

Certified personnel will generally be expected to fulfill the terms of their contract unless, (1) there are clearly compelling, mitigating circumstances which prevent the certified individual from doing so; and (2) until such time as the Board releases the certified individual from the terms of the contract upon the recommendation of the lead administrator. All resignations should be in writing. Requests for resignation shall be transmitted to the Board as part of the regular personnel report. Severance negotiation: a teacher who notifies the district of their intention to resign shall receive the percentages of their personal leave credit and sick leave credit. Teachers notifying the district:

- before March 1st- 105% of the personal leave credit and sick leave credit,
- after March 1st- 100% of the personal leave credit and sick leave credit,
- after April 1st- 95% of the personal leave credit and the sick leave credit,
- after the last day of school- 50% of the personal leave credit and sick leave credit.

If a retiring or resigning employee misses the March 31 deadline for 100% of the sick leave benefit due to unforeseen circumstances, the employee shall receive the full benefit. Determination of an unforeseen circumstance shall be left to the professional discretion of the superintendent. Such discretion shall not be abused.

17. RETIREMENT

All certified employees of the District shall participate in the retirement program under the Federal Social Security Act and either the Teachers' Retirement System or the Public Employees' Retirement System according to state retirement regulations.

Certified employees who intend to retire at the end of the current school year should notify the lead administrator in writing prior to March 1st of that year.

Severance negotiation: a teacher who notifies the district of their intention to retire shall receive the percentages of their personal leave credit and sick leave credit. Teachers notifying the district:

- before March 1st- 105% of the personal leave credit and sick leave credit,
- after March 1st- 100% of the personal leave credit and sick leave credit,
- after April 1st- 95% of the personal leave credit and the sick leave credit,
- after the last day of school- 50% of the personal leave credit and sick leave credit.

If a retiring or resigning employee misses the March 31 deadline for 100% of the sick leave benefit due to unforeseen circumstances, the employee shall receive the full benefit. Determination of an unforeseen circumstance shall be left to the professional discretion of the superintendent. Such discretion shall not be abused.

18. PAYMENT OF WAGES UPON TERMINATION

If a District employee quits, is laid off, or is discharged, wages shall be paid on the next regular

pay day for the pay period in which the employee was separated, or fifteen (15) days, whichever occurs first. In the case of an employee discharged for allegations of theft connected to the employee's work, the District may withhold the value of the theft, provided: (1) the employee agrees in writing to the withholding; or (2) charges have been filed with law enforcement within seven (7) days of separation. If no charges are filed within fifteen (15) days of the filing of the report with law enforcement, the wages are due within a fifteen (15) day period.

19. EFFECT OF AGREEMENT

19.1 Compliance of Individual Contract: Any individual contract between the Board and a teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

19.2 Savings Clause: If any provision of this Agreement or any application thereof to any teacher is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party, negotiations shall immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties.

19.3 Nondiscrimination Clause:

- A. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, residence, or family relationship to another teacher or employee.
- B. In compliance with the U.S. Department of Civil Rights, the following stipulation serves as notice to the employees of the District who are teachers:
Big Sky School District No. 72 is an equal opportunity institution. It is the policy of the District not to discriminate in its educational programs and activities, or in employment on the basis of race, color, national origin, age, sex, handicapping status, veteran status or religion.
- C. Inquiries regarding any of these matters may be referred to the District's Title IX/Section 504 Coordinator. Employees will be notified at least annually by announcement posted in all schools and in teacher lounges as to the person and address/telephone who has been designated Coordinator. Inquiries may also be addressed to the U.S. Department of Civil Rights, 1961 Stout Street, Denver, CO 80294.

19.4 Liquidated Damages Clause

New hires will be sent a copy of the CBA along with the offer of employment (contract) and have the option to meet with the association representative to discuss the terms.

A teacher not facing discipline or discharge may be released from his/her teaching contract provided the teacher makes payment, in full, for liquidated damages the School District prior to

release. Any teacher breaching his/her individual teaching contract after June 1, prior to the start of the contracted year will pay a Fifteen-Hundred Dollar (\$1500) liquidated damages penalty. Breach of contract after July 1 will incur a Three-Thousand Dollar (\$3000) penalty.

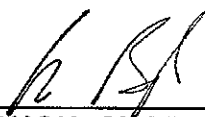
The district recognizes that there are extenuating circumstances that will be good cause for a teacher to leave, and the Board will consider these without penalty to the teacher. Examples of good cause include but are not limited to: illness, death in the family, change in family status, and transfer of spouse. If a teacher is retiring under TRS, this clause does not apply.

The parties agree the School District incurs costs that are impractical or are extremely difficult to fix when a teacher breaches contract. Liquidated damages are to cover the impractical or extremely difficult to fix costs.

20. COMPLETE AGREEMENT

This Agreement constitutes the complete Agreement between the parties. Any amendment supplemental hereto shall not be binding upon the parties unless executed in writing. The parties acknowledge that each has had the unlimited right and opportunity to make proposals upon all subjects during the negotiation process. Therefore, the parties agree that for the life of this Agreement, each waives the obligation of the other party to negotiate during the term of this Agreement. This waiver does not apply to negotiations concerning a successor Agreement.

IN WITNESS WHEREOF, the Chair of the Board of Trustees and Clerk of the District by authority vested in them pursuant to resolution a passed by a majority of the Board of Directors of the District, have subscribed their names on the day and year first above written.



**LOREN BOUGH, CHAIR
BOARD OF TRUSTEES
BIG SKY SCHOOL DISTRICT NO.72
GALLATIN COUNTY, BIG SKY, MONTANA**

Date

4-22-2022



**CORKY MILLER, DISTRICT CLERK
BIG SKY SCHOOL DISTRICT NO. 72**

Date

4-22-2022



**Kate Eisele
BIG SKY PROFESSIONAL TEACHING STAFF
REPRESENTATIVE**

Date

4-22-2022

