

MASTER AGREEMENT CERTIFIED PERSONNEL

2019-2020

2020-2021

BELT PUBLIC SCHOOLS

SCHOOL DISTRICTS TWENTY-NINE AND D And

THE BELT FEDERATION OF TEACHERS

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ARTICLE 1 PURPOSE

Parties: This agreement is by and between the Board of Trustees, School District No. 29 and High School District D, Cascade County, Montana, (hereinafter referred to as the Board of Trustees) and the Belt Unit MFPE of Montana Federation of Public Employees, (hereinafter referred to as the Federation).

ARTICLE 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1 Recognition: In accordance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, Revised Codes of Montana, as amended, the Board of Trustees recognizes the Belt Unit of MFPE as the exclusive representative of teachers employed by the Board of Trustees, School District No. 29 and High School District D, and such exclusive representative shall have the right to collectively bargain with respect to wages, hours, fringe benefits, and other conditions of employment.

2.2 Unit: The exclusive representative shall represent all teachers of the school district who are certified in Class 1, 2, 4, or 5, as provided in the Montana Public Employee Bargaining Law, Title 39, Chapter 13, Revised Codes of Montana, as amended, and whose position calls for or requires such certification, but shall exclude the following: Superintendent, assistant superintendent, principals, teachers whose employment is of a temporary, casual or seasonal character. Teachers paid for extended time beyond the regular school term may negotiate individually, or with the assistance of the Federation for the compensation to be received for that extended time period. The employment of a teacher for less than fifteen hours per week, or substitute teacher, shall be deemed to be employed of a temporary, casual or seasonal character and such employees shall not be considered a member of the appropriate unit.

ARTICLE 3 FEDERATION RIGHTS

At the beginning of every school year, the Federation shall be credited with two days to be used by the officers or agents of the Federation, such use, with pay, to be at the discretion of the Federation. The Superintendent will be notified no less than two days prior to the commencement of such leave, except in the case of urgent legislative matters.

ARTICLE 4 ACADEMIC FREEDOM

4.1 Guarantee of Academic Freedom: Academic freedom shall be granted to teachers, subject to approval of the Board of Trustees

ARTICLE 5 RIGHTS OF THE BOARD

5.1 Authority and Responsibility: The Federation recognizes that the Board of Trustees has responsibility and right to manage and direct, on behalf of the public, all the operations and activities of the school district to the fullest extent authorized by law. All matters not specifically covered by this Agreement or by statute shall be retained and administered by the Board in accordance with such policy or procedure as the Board may determine.

5.2 Notice of Re-election: The School Board will issue individual teacher employment contracts as notice of intent to re-hire a teacher for the ensuing year. The teacher will have twenty days to sign and return the individual teacher employment contract to the office of the Superintendent. Failure to return a signed contract within 20 days constitutes conclusive evidence of the teacher's non acceptance of the tendered position. Any teacher who does not receive notice of re-election or termination, as required by law, shall be automatically re-elected for the ensuing school fiscal year. (MCA 20-4-205)

3. The teacher, with at least fourteen days' notice, if not facing discipline or discharge, may be released from this contract provided he/she makes payment for liquidated damages to the School District. The date the School District receives the teacher's letter requesting release is the date controlling the amount the teacher must pay.

The teacher's release from this contract subsequent to a request received after execution of this contract before June 30 is contingent upon payment of \$1,000 as liquidated damages. The teacher's release from this contract subsequent to a request received between June 30 and July 29 is contingent upon payment of \$2,000 as liquidated damages. The teacher's release from this contract subsequent to a request received on or after July 30 is contingent upon payment of \$5,000 as liquidated damages. The parties agree the School District incurs additional costs when a Teacher breaches contract. Liquidated damages are to assist in covering these costs.

If the above conditions have been met, the Board shall accept the resignation of a teacher under contract. The School District may establish a payment plan with the Teacher to secure full payment. Payment will not be withdrawn from a final paycheck or accumulated leave payment.

Jurisdiction and enforcement of this provision of the individual contract is through the Second Judicial District Court, Cascade County, Great Falls, Montana, with the Teacher being liable for all fees under the above schedule, court costs, interest, reasonable attorney fees of the School District, and other actions the Court deems appropriate. The Court also has jurisdiction to award interest on any amount due and other actions the Court deems appropriate.

ARTICLE 6 STAFF APPRAISAL

6.1 Appraisal Instrument: The Administration, Board, and the Federation shall determine the evaluation instrument which includes, but is not limited to, content, initiation of the appraisal process, the process itself, the number of appraisals, prior notice of appraisals, and the post appraisal conferences.

The Board of Trustees has the final authority to change and modify the evaluation instrument, and determine the most effective manner and process to use when evaluating staff.

6.2 Monitoring and Observation of Teachers: The purpose of monitoring and observation of teachers shall be the improvement of student instruction. It is understood that observation of teacher's performance as a teacher is a necessary and continual process and is a right of the administration. An evaluator shall make all formal evaluations personally. A copy of the evaluation report shall be provided to the teacher for his/her records.

1. All formal evaluation of performance of a teacher shall be conducted openly and within the full knowledge of the teacher. The use of closed circuit television, public address or audio systems, and similar electronic surveillance devices shall be strictly prohibited for evaluation purposes.

2. Video and/or audio recordings of teachers engaged in instruction may be created and used as part of a teacher improvement plan. Administration may require that the teacher provide a written summary of what he/she learned from the video; however, the administration may not use the video for purposes of evaluation. The instructional recording would remain the sole property of the teacher.

6.3 Complaints Regarding Teachers: Any substantial complaints regarding a teacher made to any member of the administration by any parent, student or other person shall be promptly investigated and called to the attention of the teacher unless directed otherwise by the sheriff, SRS, or County Attorney's Office. The teacher shall be given an opportunity to respond to and/or rebut such complaints, and shall retain his/her full rights under US Supreme Court Weingartner decision.

6.4 Personnel File: Each teacher shall have the right, upon request, to review the contents of his/her personnel file.

1. All material which relates to a specific teacher's employment status shall be kept in a single personnel file.

2. The teacher shall be notified of all additions to his/her personnel file with the exception of items pertaining to certification, course work, or transcripts.

3. All items in the teacher's file shall be identified as to the source.

4. A teacher may contribute other materials that might enhance his/her employment standing at any time.

5. The teacher will have the right to respond in writing and/or submit pertinent documentation to any material filed; the response to be attached to the filed copy.

ARTICLE 7 RIGHTS OF STAFF

7.1 Professionalism: Teachers and administrators will be treated with professional respect.

7.2 Deadlines: Teacher will be given a reasonable amount of time as determined by the administration, to complete projects or meet deadlines.

7.3 Discipline Action: The administration will investigate and present "Findings of Fact" prior to discipline actions or reprimands leveled against a teacher or teachers.

1. A teacher who is not in agreement with the "Findings of Fact" may file a grievance in challenge of those and/or any reprimand/discipline administered in conjunction with those.
2. The district has the right to expect teachers to be punctual, prepared, follow orders, accept supervision, know and follow rules, and adjust to change. Physical, mental, and emotional distractions will not interfere with the assigned duties. Sick leave will be granted when mutually agreed upon by administration and teacher.

ARTICLE 8 WORK LOAD AND CONDITIONS

8.1 Work Day: The regular work day for all teachers shall be thirty minutes before school starts and thirty minutes after student dismissal with the following exceptions:

1. Morning meetings may be called forty five minutes before school start time and the affected teachers shall be allowed to leave 15 minutes early that day.
2. Teachers may also be required to perform these additional duties: consultations with parents, open house, and a maximum of two meetings per year not to exceed two hours each beyond the regular work day.

Teachers who perform supervisory and extra-curricular activities shall be reimbursed at the minimum set forth in Appendix 2. The District may, in its sole discretion, release bargaining unit members early in the day when, in the judgment of the District, such release is for a purpose which is in accordance with the needs of the District.

8.2 School Calendar: The administration will consider the recommendation of the bargaining unit to determine the calendar for the upcoming school year.

1. The Colony school will develop a calendar separately from the district calendar.

8.3 Class Schedule: The administration will consider the recommendations of the bargaining unit in the revision of the class schedule.

1. The colony school will develop a class schedule separately from the district schedule.

8.4 Lunch Duty: Three people will be assigned elementary lunch duty, two aides and one teacher. If

aides are not available, teachers will serve lunch duty. One teacher will be assigned to middle school lunch duty. One teacher will be assigned to high school lunch duty. Assignment of lunch duty will be on a rotating basis. Teachers will be given a free lunch for each day they are assigned lunch duty, to be used on any day during the current school year.

8.5 Preparation Time: Each classroom teacher will have time during the school week for purposes of planning or preparation. Use of the preparation time will be at the discretion of the teacher; however, the administration has the right to require the teacher to use this time for academic and curricular meetings, improvement plans, scheduled parent and/or student conferences, and meeting scheduled deadlines.

8.6 Seniority: Seniority will be computed from a teacher's most recent date of hire in the bargaining unit based upon the following criteria:

1. Seniority will be determined primarily by continuous service within the district and secondly by the highest lateral attainment level on the salary schedule.
2. Seniority for part-time employees will be determined by Article 11.4.3 Professional Compensation.

8.7 Transfer within the system: When a teaching opening occurs, current employees may submit a letter of interest to the administration.

8.8 Reduction In Force (RIF): In a situation where the Board feels it necessary to relieve teachers from duties, because of lack of duties, change of funding, change in curriculum, or under conditions where continuation of such work would be inefficient or non-productive to the goals of the School District, the District will consider, for both tenured and non-tenured staff, that layoffs will be based on seniority, certification, majors and minors, skills and abilities. The following procedures shall be considered in order of preference.

1. The first consideration will be the district's need to meet accreditation based on teacher certification standards as defined by the Montana Office of Public Instruction and by Federal Law.
2. Temporary certified personnel shall be laid off first.
3. Non-tenure certified personnel shall be next to be considered for layoff. Consideration for order of lay off shall occur in order of preference by seniority as determined by Article 8.6 of this agreement.
4. In the situation where tenure teachers are involved, the following criteria for layoff shall be considered in order of preference by seniority as determined by Article 8.6 of this agreement.
5. In the event that seniority is the same, certification, majors and minors, and education beyond one's degree will be considered. If all previous items are equal, the administration's

recommendation will determine the individual(s) to be laid off.

A good fair reason shall be given for layoff to the teacher. The administrator shall provide written notice to each employee who may be affected by reduction or realignment as per current statutes.

8.9 Notification of extra duty assignments: The district is encouraged to give notice to certified staff regarding vacated extra duty assignments to provide staff options to present interest.

ARTICLE 9 LEAVES

9.1 Sick Leave: At the beginning of each school year, each teacher will be credited with (8) eight additional sick leave days at full salary.

1. Sick leave days are granted for illnesses or disability, medical appointments, quarantine or communicable diseases and maternity involving the employee or his/her spouse and/or children. Such leave may also be taken for actual illness in the immediate family. Immediate family is defined as the employee's spouse, significant other, parents, children, brother, sister, grandchildren, grandparents, step-families, and like relations of the employee's spouse or significant other.
2. Individuals can voluntarily donate sick leave to teachers who have exhausted their leave per the rules outlined in Appendix 4.
3. Unused days of sick leave each year will be allowed to accumulate to a maximum of one hundred days. A teacher may start a school year with a maximum of one hundred eight days of sick leave. One hundred (100) accumulated sick days carried from the previous year plus eight (8) sick leave days awarded at the beginning of each year.
4. A teacher who intends to take maternity leave, or resign as a result of this leave, will inform the administration of his or her intentions at least (30) thirty days in advance of expected delivery date.

9.2 Personal Leave: At the beginning of each school year each teacher will be credited with (6) six personal leave days at full salary. In addition, a teacher may trade (4) four sick days for (1) one personal day, allowing a maximum of (2) two additional personal days per year.

1. Personal leave days shall be granted for personal reasons without loss of pay. No reason for personal leave usage will be required.
2. Two (2) personal leave days will be charged for one (1) day during the first, last, and orientation weeks of school, unless a bonafide emergency exists. Trading sick days for personal leave is not permitted during the first, last, and orientation weeks of school.
3. Personal leave will be granted only when the absence will not interfere with the operation of the school.

4. Except in cases of a bonafide emergency, no less than two (2) full work days advance notice of intent to use personal leave will be given to the administration.

5. Unused personal leave will be credited and accumulated as sick leave up to a maximum of twelve days credit per year. Credit will not exceed the 100 day accumulation maximum days defined in 9.1.3. Example: Eight (8) unused sick leave days plus four (4) personal days for a total of 12 sick days to carry over if the cap of 100 days has not been reached.

6. Upon termination of employment, unused leave will be paid as set forth in "Article 12 Fringe Benefits."

9.3 Bereavement Leave: At the beginning of each school year, each teacher will be credited with (S) five bereavement leave days at full salary.

1. (5) Five bereavement leave days will be granted without loss of pay to attend to a death or deaths in the immediate family. Immediate family is defined as the employee's spouse, significant other, parents, children, brother, sister, grandchildren, grandparents, step families, and like relations of the employee's spouse or significant other.

2. (2) Two of the (5) five bereavement leave days may be used for deaths of those not listed in 9.3.1.

3. Bereavement leave is not cumulative from year to year.

9.4 Additional Leave: The school district reserves the right to grant additional forms or lengths of leave, with or without benefits. The superintendent may grant without pay leave of two days or less per year. Leave request denied by the superintendent may be appealed to the Board as may the without pay provision. The Board may grant leave over two days per year at their sole discretion and establish benefit conditions (without pay, with pay, pay the sub, etc.) as they deem appropriate. Decisions regarding additional leave shall not be used to establish precedent. A minimum of two days prior notice will be required when requesting additional leave, except in a case of a bonafide emergency.

ARTICLE 10 LEAVE OF ABSENCE

Leave of Absence: A teacher, at the School Board's discretion, may be granted a leave of absence for an agreed written period of time.

1. A teacher shall make a written application for a leave of absence. The application shall set forth the starting and ending date of the leave. The application shall set forth the benefit(s) the School District will or may receive by granting the requested leave.

2. A teacher will be eligible for a leave of absence after teaching in the district five consecutive years, and every five consecutive years thereafter.

3. The teacher may submit a request for consideration of professional compensation during this

absence to the board of trustees. The degree of support toward each request will be determined by the board on each request's individual merit.

4. The teacher may remain a member of the group insurance policy if permitted by the insurance policy. The member may request consideration by the board toward partial or all payment of this benefit during this leave. The board will determine that on the individual merit of each request.

5. Except for proper education credits earned, a teacher on leave shall receive no advancement on the salary schedule while on leave.

6. Teacher's tenure will not be broken.

7. A teacher on leave who fails to return at the end of the agreed written period of time shall forfeit all rights to further employment.

8. A leave of absence does not break continuous service.

This Article shall not affect the School Board's rights under law and/or this contract to dismiss a teacher(s), to reduction in force a teacher(s) or to non-renew a teacher(s).

ARTICLE 11 PROFESSIONAL COMPENSATION

11.1 Salary Schedule: The basic salaries of teachers covered by this Agreement are set forth in Appendix 1 for the 2019-2020 & 2020-2021 school years; attached and incorporated in this Agreement. The salary schedule shall remain in effect during the designated period.

11.2 Extracurricular Activity Pay Schedule will not be tied to the base salary on the matrix. Extracurricular salaries will be negotiated independently of the certified matrix.

11.3 Recognition for Experience and Education before Employment in the Belt School System:

1. Newly hired teachers with prior experience, who are fully certified in the state of Montana or are eligible to become fully certified and who have not had more than one school year break in service, will be placed on the salary matrix at the lesser yearly compensation of the closest comparable salary to their annual salary earned at their most recent certified teaching position or their current years of certified experience at an accredited public or private school not to exceed step ten (10) on the Belt matrix.

Experienced teachers with more than one school year break in service will be placed within the first 5 steps of the Belt matrix at a position selected by the Superintendent or Board of Trustees, with consideration given to prior experience and education. All other teachers will be placed on the matrix at actual years of service and education.

2. The Board of Trustees may also credit teachers new to the Belt system with additional years of teaching experience at its discretion.

3. All credits are computed as semester credits. For new teachers, credits earned after the Bachelor's Degree, shall be considered for initial placement on the salary schedule beyond the BA Column. Before initial placement on the salary schedule, the new teacher shall give the School District a signed statement setting forth the new teacher's experience and official transcripts of education credits. All decisions for initial placement on the salary schedule shall be based on this signed statement and official transcripts. However, the School District may also credit teachers new to the Belt system with additional credits at its discretion.

11.4 Recognition for Additional Preparation and experience while employed in the Belt School System:

1. Additional professional preparation to advance the teacher's status on the salary schedule will be credits earned after a Bachelor's Degree and after the teacher's certification, based on the following factors which are not exhaustive or exclusive: graduate level courses credits earned in the individuals area of employment, post-secondary course work, vocational education credits or other administratively approved course work which may apply to the change of lanes for the individual employee. Any exceptions may be appealed to the Belt School Board of Trustees for final approval or rejection.

2. Teachers who intend to acquire additional credits which will advance their position on the salary schedule are required to notify the Clerk of the Board of Trustees in writing of that intent no later than March 1st of the year prior to the year during which the salary will be paid. Written notice of the additional professional preparation must be submitted to the Clerk of the Board of Trustees not later than August 15th. Official transcripts of the additional professional preparation must be submitted to the Clerk of the Board of Trustees not later than September 1st. Movement on the salary schedule will not occur until documentation has been provided to the District.

3. A change in the teacher's placement on the salary schedule may be effected by an increase in teaching experience up to the maximum level for the teacher's preparation status. One (1) year of teaching experience in Belt School shall entitle the teacher to advance one (1) salary step on the salary schedule up to the maximum level of the teacher's preparation status. One (1) year of teaching experience is defined as a minimum of 160 days of pay in Belt School during a school year. Part-time teachers may accumulate the equivalent over two (2) school years. It is the responsibility of the part-time teacher to notify the district when his/her accumulated service entitles him/her to salary schedule advancement prior to the completion of his/her current contracted employment.

4. In moving from one preparation column to another, a person will move to the next column and down one step. A teacher shall not advance more than one (1) school year or one (1) step lane in any one school year. i.e. should a teacher be at the bottom of a column (lane) as printed in the contract, one (1) step and one (1) lane means one vertical move down in the next column (lane) regardless of the number of years the teacher was at the bottom of the column (lane)

11.5 Pay Periods:

1. Each teacher may elect to receive his/her contract salary in twelve payments instead of ten, as long as the District receives notification within the first two weeks of the teacher's work year.
2. Payroll checks shall be issued on the 10th of each month. If the 10th falls on a day when school is not in session, teachers shall receive their payroll checks on the last previous day that school is in session.

Article 12 Fringe Benefits

12.1 Health Insurance

1. A major medical insurance program (to include MUST) or Tax Sheltered Annuity option will be offered for each teacher, carrier and policy to be mutually selected by the board of Trustees and the Federation.

a. Any teacher adopting the TSA option will be responsible for all startup and maintenance costs of the plan.

b. Medical Insurance and Tax Sheltered Annuity will each be negotiated independently.

2. During the 2019-2020 / 2020-2021 school years the district will contribute \$749.00 per month or a total of \$8988 per year for each full time teacher to be applied toward the district individual insurance premium. Insurance will be prorated to the FTE of part time teachers

3. Any health insurance premium to be paid by the teacher will be deducted from the teacher's salary at his/her request.

4. It is understood that the District's only obligation is to purchase insurance policies and to contribute any such amounts as agreed to herein, and no claims shall be made against the district as a result of a denial of insurance benefits by an insurance carrier.

5. During the 2019-2020 / 2020-2021 school years the district will contribute \$686 per month or a maximum of \$8232 per year to a Tax Sheltered Annuity for full time teachers not enrolled in the district health insurance plan. Annuity will be prorated to the FTE of part time teachers.

12.2 Payment of Unused Leave:

1. A teacher, terminating his/her employment with the Belt Public Schools, will be compensated for his/her accumulated leave, up to a maximum of one hundred fourteen leave days under the following options:

Option A: A teacher who has been employed by the school district for at least fifteen years will receive one-half of the teacher's current daily pay for each leave day credited.

Option B: A teacher who has not been employed by the school district for at least fifteen years will receive one-fourth of the teacher's current daily pay for each leave day credited

12.3 Payment of Unused Leave for retiring teachers

The amount due a retiring teacher under option A or B, presented above represents the District's total obligation under this provision.

12.4 Termination Pay

In the event of an unused leave buy-out or an individually negotiated retirement agreement, see Article 13 and TRS regulations.

ARTICLE 13 RETIREMENT INCENTIVE

Retirement Incentive: The School Board has the right to negotiate a retirement incentive with a teacher or a group of teachers on an individual basis. The School Board does not establish any precedent and/or practice by negotiating and/or granting and/or not granting a retirement incentive(s).

The parties further agree that the School Board is not discriminating in any way for or against any teacher(s) by negotiating and/or granting and/or not granting a retirement incentive(s)

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 Grievance Defined: A grievance is defined as a written and signed complaint by an employee, whose employment is covered by this Collective Bargaining Agreement, alleging a violation of one or more provisions of this Collective Bargaining Agreement. A grievance must be filed with the School

District Clerk or other representative authorized by the Board of Trustees. The grievance must be filed within seven (7) working days of the alleged violation. The grievance must:

1. Specifically stated provisions of this Collective Bargaining Agreement which are alleged to have been violated;
2. State clearly and concisely all the facts which are the basis of the grievance; and
3. It must specify the remedy requested which may not include action or relief extending beyond 15 working days prior to the date of filing.

Any complaint or question relating to coverage or benefits provided or denied by any group insurance carrier/administrator is not subject to this grievance.

14.2 Step I: Once the grievance has been filed the grievant's immediate supervisor shall have seven (7) working days to respond in writing to the grievance. At the immediate supervisor's option he/she may hold a meeting with the grievant to discuss the grievance.

14.3 Step II: The grievant has seven (7) working days from receipt of the immediate supervisor's response in which to appeal the grievance to the School District Superintendent/designated representative. The School District Superintendent/designated representative shall have seven (7)

working days to respond, in writing, to the grievance. At the Superintendent's/designee's option he/she may hold a meeting with the grievant to discuss the grievance.

14.4 Step III: The grievant has seven (7) working days from receipt of the School District Superintendent's designee's response in which to appeal the response to the School District Board of Trustees. The Board of Trustees shall conduct a hearing to consider the merits of the grievance within forty-five (45) calendar days following receipts of the appeal.

14.5 Step IV:

A. Mediation: The Federation has seven (7) working days from receipt of the written response of the Board of Trustees to submit the grievance to the Board of Personnel Appeals with a request to assign a Mediator to the dispute. The Mediator shall consult with the parties in an attempt to bring about resolution to the grievance. The Mediator shall not produce any records or testimony nor make any statement with regard to any Mediation conducted by him/her in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.

B. Arbitration: If the Board of Personnel Appeals refuses to assign a Mediator or if the assigned Mediator determines that the grievance is not likely to be resolved, or after sixty (60) calendar days, whichever occurs first, the Federation may request that the Board of Personnel Appeals provide the parties with a list of 5 qualified impartial Arbitrators.

1. Selection: The arbitrator shall be selected from a list provided as follows:

- a. The Federation shall strike one name;
- b. The School District shall strike one name;
- c. The Federation shall strike a second name;
- d. The School District shall strike a second name;
- e. The parties shall notify the Board of Personnel Appeals of the remaining name who shall be appointed Arbitrator to hear the grievance.

2. Function: The function of the arbitrator shall be to adjudicate controversies involving alleged violations of a specific Article or section of this Agreement.

3. Power:

a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any term or terms of this Agreement, or to consider any term or condition not specifically provided for in this agreement, or to enter any new provision into this agreement.

b. The Arbitrator shall have no power or authority to establish wage scales or change any wage, or rule or decide questions of health or safety.

c. The Arbitrator shall be limited to deciding whether the employer has violated the expressed Articles or Sections of this agreement as alleged in the grievance it being clearly understood that any matter not specifically established within this agreement remains within the rights

and prerogatives of the employer.

d. The arbitrator may not decide any questions which under this agreement or law is within the responsibility of the employer to decide.

4. Applicable Law: The Arbitrator shall limit his/her decision strictly to the interpretation of the provisions of this agreement and shall be without power or authority to make any decision:

a. Contrary to, or inconsistent with applicable rules or regulations having the force and effect of law, or modifying/varying in any way, the terms of this agreement;

b. Involving the exercise of discretion by the Board of Trustees under the provisions of this agreement, Board policy, or applicable law; or

c. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board of Trustees as provided for in applicable law or rules/regulations having the force and effect of law.

5. Hearing: The appointed Arbitrator shall confer with the parties and set a time, date and place for the hearing. During this hearing nothing said or done by the mediator, nor anything said or done for the first time by either party at mediation may be submitted to the arbitrator. At the conclusion of the hearing, the parties shall have thirty (30) calendar days to submit post hearing briefs and another twenty (20) calendar days to submit reply briefs.

6. Authority: The Arbitrator shall have no authority to add to, subtract from or otherwise amend this Collective Bargaining Agreement. The Arbitrator shall not imply into this agreement provisions which are not in the express written terms of this agreement. The Arbitrator shall have authority only to consider a grievance which arose during the term of this Collective Bargaining Agreement. The Arbitrator shall not consider any evidence that was not submitted to the other party at least thirty (30) calendar days prior to the Arbitration Hearing.

7. Jurisdiction: The Arbitrator shall have jurisdiction over grievances presented before the arbitrator pursuant to the terms of this procedure. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. Nor shall he/she have authority to impose upon the district any obligation the district has not assumed as evidenced by a provision of this Agreement. The arbitrator shall not have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. In considering any grievance, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct the operations of the District.

8. Decision: Within thirty (30) calendar days following the submission of the reply briefs the Arbitrator shall render an opinion and award based solely upon the specific provisions of this Collective Bargaining Agreement and the evidence submitted at the Arbitration hearing taking into consideration the legal and economic restrictions impacting perspective not punitive damages. Nor shall the arbitrator

provide or order any action or relief extending retroactively beyond fifteen (15) working days prior to the date of the original grievance.

9. Costs: The expenses, wages, and other compensation of any witnesses called before the arbitrator shall be borne by the party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs, and data to be presented to the arbitrator, shall be borne separately by the respective parties. Each party shall be responsible for its own expenses relative to the grievance procedure. The Arbitrator's fees, expenses, and other related costs shall be shared equally.

10. Sunset: In the event that the statutory requirement to include binding arbitration in the Agreements is repealed, all Arbitration provisions contained in this article shall automatically terminate without any action by either party.

14.6 Cooperation: The Board, the Administration, and the Federation will cooperate in the investigation of grievances and will make available reasonable access to such public information as is appropriate and necessary for the processing of any grievance. No officer, agent or representative of the Federation may solicit grievances but may receive, discuss, and handle grievances only when and where such activities do not interfere with their work or the work of school district employees.

14.7 Time Lines: Should the grievant or the Association fail to timely file or advance a grievance the grievance shall become void and forever waived. Should the School District, its agents or representatives fail to provide a timely response at any step of this procedure such failure shall be considered a denial of the grievance and the grievance may be timely advanced to the next step of this procedure.

14.8 Individual Rights: Nothing in the foregoing shall be construed in any way as limiting the rights of any employee to discuss any matter informally with the Board of Trustees, the Superintendent or any other District employee/representative when and where such discussions do not interfere with his/her work or the work of school district employees.

14.9 Files: All documents, communications, and records processing a grievance shall be filed separately from the personnel files of the grievant, witness and other participants except as noted in the resolution of a grievance.

14.10 All grievances shall be filed on the grievance form attached as Appendix 3.

Article 15 Effect of Agreement

15.1 Savings Clause: If any provision of this Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law, but the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement.

15.2 Duplication and Distribution: The District shall post an electronic copy of the agreement to the school website and include the full agreement in the teacher handbook. The District Clerk will keep the

original signed copy of the Agreement. The District shall provide an "examination" copy to all interviewed prospective teachers and a personal copy to all newly hired teachers.

15.3 This agreement constitutes the full complete agreement between the School Board and Federation. This agreement supersedes any prior agreements, rules, and practices concerning terms and conditions of employment. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue any past practice except those practices expressly provided for in this Agreement. Nothing in this Agreement shall be construed to prohibit the School District from exercising all management rights and prerogatives except those management rights expressly waived in this agreement.

ARTICLE 16 NO STRIKE CLAUSE

During the term of this Agreement, neither the exclusive representative nor any employee shall engage in a strike, defined as any concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinences in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligation of employment.

ARTICLE 17 DURATION OF AGREEMENT

17.1 Effective Period: All parts of this Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect through June 30, 2021.

17.2 Renewal and Reopening of Agreement: Said Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless either party gives written notice not later than January 15, prior to the aforesaid expiration date or any anniversary thereof, of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions. The notice to reopen shall name these provisions.

Appendix 1
 Belt Public Schools District 29 & D Salary Schedule
 3.4% Attainment/Increment Level

2019-2020

	BA	BS+10	BS+20	BS+30	MA	MA+10
	0	1	2	3	4	5
0	28344	29277	30272	31301	32365	33466
1	29277	30272	31301	32365	33466	34604
2	30272	31301	32365	33466	34604	35780
3	31301	32365	33466	34604	35780	36997
4	32365	33466	34604	35780	36997	38255
5	33466	34604	35780	36997	38255	39555
6	34604	35780	36997	38255	39555	40900
7	35780	36997	38255	39555	40900	42291
8	36997	38255	39555	40900	42291	43729
9	38255	39555	40900	42291	43729	45215
10		40900	42291	43729	45215	46753
11			43729	45215	46753	48342
12				46753	48342	49986
13					49986	51686
14						53443
15						54111
16						54787
17						55335
18						55888
19						56308
20						56730
21						57014
22						57299
23						57442
24						57586

2020-2021

	BA	BS+10	BS+20	BS+30	MA	MA+10
	0	1	2	3	4	5
0	28597	29569	30575	31614	32689	33801
1	29569	30575	31614	32689	33801	34950
2	30575	31614	32689	33801	34950	36138
3	31614	32689	33801	34950	36138	37367
4	32689	33801	34950	36138	37367	38637
5	33801	34950	36138	37367	38637	39951
6	34950	36138	37367	38637	39951	41309
7	36138	37367	38637	39951	41309	42714
8	37367	38637	39951	41309	42714	44166
9	38637	39951	41309	42714	44166	45668
10		41309	42714	44166	45668	47220
11			44166	45668	47220	48826
12				47220	48826	50486
13					50486	52202
14						53977
15						54652
16						55335
17						55888
18						56447
19						56871
20						57297
21						57584
22						57872
23						58016
24						58161

APPENDIX 2
Coaching Salaries for
2019-2020 / 2020-2021

Position	
Head Basketball*	\$3,606.12
Assistant Basketball*	\$2,404.08
Junior High Basketball	\$1,602.72
Head Football**	\$3,606.12
Assistant Football**	\$2,404.08
Junior High Football	\$1,602.72
Head Volleyball*	\$3,606.12
Assistant Volleyball*	\$2,404.08
Junior High Volleyball	\$1,602.72
Head Track	\$3,606.12
Assistant Track	\$2,404.08
Junior High Track	\$1,602.72
Head Cross Country	\$2,404.08
Yearbook Advisor	\$2,404.08
Student Senate	\$934.92
MS Student Council	\$934.92
Drama***	\$934.92
Vocal Music	\$2,270.52
Instrumental Music	\$3,739.68
Cheerleader Advisor	\$1,869.84
Head Golf	\$3,606.12
Head Wrestling	\$3,606.12
Junior High Wrestling	\$1,602.72
Speech & Debate****	\$2,404.08
DECA	\$934.92
FFA	\$934.92

*10% additional pay for each tournament advancement past the district level.

**10% additional pay for each playoff level past the first level.

***.035 per performance, maximum (2) two performances per year.

****10% additional pay for advancing to state meet.

APPENDIX 3 GRIEVANCE REPORT FORM

Aggrieved Person _____ Date _____

School _____

Teaching Assignment _____

1. Date Grievance Occurred: _____

3. Cause of Grievance:

4. Specific Article of Contract Violated:

5. Action Requested or Relief Sought (Attach additional sheets if necessary) :

Signature of Aggrieved

Date

Date Received

Appendix 4/A Sick Leave Bank

Certified staff may donate sick leave to a sick leave bank and may withdraw days from that bank under the following provisions:

Purpose of the bank:

The purpose of the Sick Leave Bank ("Bank") is to provide additional paid sick leave days to members of the Bank ("Member") in the event of a serious health condition of the member or his or her immediate family that prohibits the member from performing the duties of his/her position. Immediate family is defined in Article 9.1.1. The maximum number of days withdrawn from the bank for the care of a family member will be thirty days per school year to include leave of absence for FMLA as defined in Board Policy 5328.

The Bank:

- The maximum number of days in the bank at any one time will be 35 days.
- Days remaining in the bank at the end of the school year will be carried to the next year, not to exceed 35 days.
- Any recipient of banked days may not use more than half of the days in the bank per withdrawal.
- Teachers must be enrolled using the district enrollment form to participate in the sick leave bank. Participation is voluntary.
- Teachers new to the system must be employed for a minimum of one school quarter to be eligible to withdraw from the sick bank.
- The Sick Leave Bank Request Form must be submitted to the District's Clerk. A request for leave is not considered complete until all information requested on the form is submitted. The Clerk has the authority to determine whether a Sick Leave Bank Request Form is complete. A Member must submit the Sick Leave Bank Request Form prior to the exhaustion of paid leave in order to avoid accessing unpaid leave. A Member who does not submit a completed Sick Leave Bank Request Form before paid leave is exhausted may submit the form during the period of leave; however, the Member shall not receive pay for days absent until leave is granted from the Bank.
- If a request for leave from the Bank is granted, the Member will receive his or her regular pay for the number of days granted starting on the first day the Member receives notification that the request for leave has been granted.
- No leave from the Bank will be granted unless an actual absence from normal duty occurs. Any unused bank days granted to a Member will be returned to the bank.
- No leave from the Bank will be granted for elective absences, elective surgical or medical procedures, or procedures that could be safely and reasonably postponed to extended school breaks.
- No leave from the Bank will be granted for any disability or absence when these are work-related or covered under workers' compensation law, long-term disability entitlements, or social security entitlements.
- Upon approval of a Member's disability retirement by the Montana Teachers' Retirement System or the Social Security Administration, payment for any sick leave days granted from the Bank will discontinue.
- Any leave granted from the bank not used for the incident for which it was granted will be returned to the bank.

Donations:

- Donations may be made at any time during the year.
- Donation may not exceed one half of the donor's sick leave on hand at the time of the donations and the donor must have a balance of two days after the donation.
- Donations will be made on the approved form only.

Recipient:

In order for a Member to apply for and be eligible to receive sick leave days from the Bank, the Member shall meet the following requirements:

- The Member shall be enrolled in and have contributed at least one day of sick leave to the Bank;
- The Member shall have exhausted all of his/her current and accumulated paid leave days
- The Member shall have obtained medical documentation from a licensed health care provider with prescriptive authority that the employee has a serious health condition. Family Medical Leave for infant care following pregnancy/adoption will not require documentation.
- A Member who has accessed leave from the Bank and returns to work may be eligible for additional leave from the Bank in the same year. The Member must meet the eligibility requirements contained in these rules. Such request must be separately supported by documentation from the Member's licensed health care provider with prescriptive authority that the Member's absence is due to the same or a different serious health condition. In the case of FMLA for infant child care following a pregnancy/adoption, additional documentation will not be required within the twelve (12) week period allotted by the Family Medical Leave

Act. A Member of the Bank will not be eligible to access leave from the Bank because of

- Termination of employment.
- A Member's voluntary cancellation of his/her membership in the Bank, as of the effective date of the cancellation.
- Any abuse or misuse of the rules of the Bank.
- While on approved leave of absence

References:

- Policy 5328
- CBA Article 9.1.1

Appendix 4/
B
Belt School
District
Sick Leave Bank Enrollment
Form

The Sick Leave Bank Enrollment Form is to enroll to become a member of the Sick Leave Bank. This form must be submitted to be eligible to withdraw from the sick leave bank.

Employee Name: _____ Date: _____

I wish to enroll to be a Member of the Sick Leave Bank _____Yes ___No
My signature certifies that I:

- (1) am familiar with the Sick Leave Bank Rules and Regulations;
- (2) understand that in order to access leave from the Sick Leave Bank I must enroll as a member; once enrolled, a member will remain eligible for the bank until he/she withdraws from the bank. Once a withdrawal(s) is made, the member must reenroll at the beginning of the next school year.
- (3) understand that one sick day will be subtracted from my current year's sick leave allocation for each enrollment;
- (4) will continue to be enrolled as a Member of the Sick Leave Bank until I provide written notice that I wish to discontinue membership in the Sick Leave Bank; and
- (6) understand that any contributions of sick leave I make to the Sick Leave Bank become the property of the Sick Leave Bank and will not be returned to me.

Signature: _____ Date _____

Please return this form to the District Clerk.

Appendix 4/Exhibit A

Belt School District Sick Leave Bank Request Form

The Sick Leave Bank Request Form is for leave for Members of the Sick Leave Bank. This form must be accompanied by the Licensed Health Care Provider Statement certifying a serious health condition. The failure to submit the Licensed Health Care Provider Statement will result in the request being deemed incomplete. A separate form and statement must be submitted for each request.

Licensed Health Care Provider must have prescriptive authority.

Employee Name:

Date of this request: _____

Number of Sick Leave Bank Days granted in previous years? _____

Number of Sick Leave Bank Days granted this year to date? _____ Number of Sick

Leave Bank Days being requested? _____

Is this a job related accident? Yes_____ No__ __

Will you be applying for workers' compensation or disability benefits? Yes_____ No__

Have you submitted a Sick Leave Enrollment form? Yes_____ No _____

My signature certifies that I am familiar with the Sick Leave Bank Rules and Regulations and that all of the information I have provided is true and accurate.

Signature: _____ Date: _____

Signature of Representative: _____ Date: _____

Relationship to employee: _____

Please return this form and the Licensed Health Care Provider's Statement to the District Clerk.

Appendix 4/D Belt School District Statement of Licensed Health Care Provider

This statement must be provided by a licensed health care provider with prescriptive authority certifying a serious health condition. This statement must be submitted with the Sick Leave Bank Request Form. Failure to submit a completed Licensed Health Care Provider Statement will result in the request being deemed incomplete. A separate form and statement must be submitted for each request. Family Medical Leave due to pregnancy will not require this statement.

TO BE COMPLETED BY THE EMPLOYEE:

Employee Name: _____

Print Clearly

Permission to release medical information: I am requesting leave from the Belt School District's Sick Leave Bank. My signature gives permission for you to provide the information requested on this form.

Employee Signature: _____

TO BE COMPLETED BY THE LICENSED HEALTH CARE PROVIDER

Health Care Provider name (Please Print **Clearly**):-----

Address: _____

Street

City

State/Zip Code

Phone Number: -----

Are you licensed in Montana? **Yes** **No**

Do you have prescriptive authority? **Yes** **No**

Practice/Medical Specialty: -----

Anticipated date patient should be able to return to work: _____

Is the prescribed treatment for the patient elective? **Yes** **No**

Is the prescriptive treatment for the patient's condition urgent or an emergency? **Yes** **No**

If no, can the recommended treatment reasonably occur between June 1 and mid-August? **Yes** **No**

Additional information for consideration:

If more space is needed for additional information, please attach separate documentation.

Health Care Provider Signature: ----- Date: _____

Please return this Statement and the Sick Leave Bank Request form to the District Clerk

