

**2020-23  
COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**FLATHEAD-LAKE COUNTY JOINT  
SCHOOL DISTRICT NO. 38  
BIGFORK, MONTANA**

**BIGFORKAREA EDUCATION  
ASSOCIATION  
MFPE, NEA, AFT, AFL-CIO**

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## **ARTICLE I - PURPOSE**

### ***Section 1: Parties***

THIS AGREEMENT is entered into between School District No. 38, Flathead-Lake Counties Joint, Montana (hereinafter referred to as the School District) and the Bigfork Area Education Association, AFFILIATED WITH THE Montana Federation of Public Employees – MFPE, NEA, AFT and the AFL-CIO (hereinafter referred to as exclusive Representative or Union) pursuant to and in compliance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31 MCA (hereinafter referred to as the Act), as amended, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## **ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### ***Section 1: Recognition***

In accordance with the Act, the School District recognizes the Bigfork Area Education Association (BAEA) as the Exclusive Representative of teachers employed by the School District, which as Exclusive Representative, shall have those rights and duties as prescribed by the Act and as described in this Agreement.

### ***Section 2: Appropriate Unit***

The Exclusive Representative shall represent all contracted teachers of the School District who are certified in Class 1, 2, 4, 5 or 6 as provided in 20-4-106 MCA, and whose position calls for or requires such certification, but shall exclude the following: certified individuals who are not currently under contract to perform classroom teaching, the superintendent, assistant superintendents, principals, assistant principals, supervisors, substitute teachers, teachers whose employment is of a temporary, casual or seasonal character and certified teachers currently retired from the Montana Teacher's Retirement System who hold part time teaching positions within the District. The employment of a teacher for less than fifteen (15) hours per week or less than the regular school year, or substitute teacher, shall be deemed to be employment of a temporary,

casual or seasonal character and such employees shall not be considered members of the appropriate unit.

### **Section 3: Union Security**

#### **Subsection 1 - Union Membership**

No current or future employee shall be required to become a member of the Union.

#### **Subsection 2 – Representation/Dues Deduction**

**The Union, as the exclusive representative of all the members of the appropriate unit, will represent all teachers, Union members and non-members, fairly and equally. No teacher shall be denied Union membership because of race, creed, color, sex, or age.**

**No employee will be required to join the Union; but membership will be available to all who apply, consistent with the Union's Constitution and Policies. In no manner is this to be construed as agency shop.**

#### **Subsection 3 – Authorized Deductions**

Pursuant to Section 39-31-203 MCA (1999), upon written authorization of any employee within the bargaining unit, the District shall deduct from the pay of that employee the monthly amount of dues as certified by the Union and shall deliver the dues to the treasurer of the Union. In situations where net pay after taxes and other deductions is not enough to fund dues deductions, no deduction will be taken. Written authorization of any employee for deduction from pay for dues shall be effective beginning the month after the authorization is received by the School District unless it is received by the School District on the first day of the month, in which case the deduction will be effective for the period beginning with said month. .

#### **Subsection 4 – Hold Harmless**

The Union will indemnify, defend and save the Board and the District harmless against any and all claims, demands, or suits made or initiated against the District or the Board including judgments, court costs, attorney's fees and other costs in defense thereof, resulting from any application or non-application of this Article or any other membership dues



or representation fees provisions of this Agreement. While assuming no liability, the district reserves the right to participate in its own defense.

## **ARTICLE III - DEFINITIONS/PHILOSOPHY**

### ***Section 1: Terms and Conditions of Employment***

Terms and conditions of employment shall mean wages, hours, fringe benefits and other conditions of employment to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint or coercion, subject to those limitations defined as management rights and prerogatives by the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, MCA.

### ***Section 2: School District or School Board***

The terms "School Board" or "School District" shall mean School District No. 38, Flathead-Lake Counties, Joint, Montana, its Board of Trustees or its officials and representative(s) as designated by the Board of Trustees.

### ***Section 3: Teacher or Employee***

The term "teacher(s)" or "employee(s)" as used here in shall mean a member of the appropriate unit as defined in this agreement.

### ***Section 4: School Renewal Process***

The principle of pursuing high performance is fundamental to the School Renewal Process/Program. In order to foster the highest performance of students, teachers, administrators, trustees, and all staff, effective evaluation and communication processes are essential. These processes should be designed to support and increase the overall effectiveness of the staff. Teacher evaluation/communications may include 360 degree feedback, data of percent of students who achieve grade level benchmarks, as well as evaluations by team members, building administrators, and self-evaluations.

## **ARTICLE IV - SCHOOL DISTRICT RIGHTS**

### ***Section 1: Inherent Managerial Rights***

The Exclusive Representative recognizes that the School District is not required to and is not permitted to meet and negotiate on matters of inherent managerial prerogatives, which include but are not limited to the following: directing employees; hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive; maintaining the efficiency of government operation; determining the methods, means, job classifications, and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the School District in situations of emergency; and establishing the methods and processes by which work is performed.

### ***Section 2: Management Responsibilities***

The Exclusive Representative and the Board of Trustees recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

### ***Section 3: Effect of Law, Rules and Regulations***

The parties recognize that all teachers covered by this Agreement shall perform the teaching services prescribed by the School District. The parties also recognize the right, obligation and duty of the Board of Trustees and its duly designated officials to promulgate policies, rules, regulations, directives and orders insofar as such rules, policies, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School District, all teachers covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State of Montana, Federal laws and valid rules of State and Federal regulations and orders of the State and Federal governmental agencies.

### ***Section 4: Teacher Aides***

Teacher Aides may be used at the discretion of the District to assist with classes, study halls, in the library and counselor's office, to supervise the playground,

cafeteria, hallways, school bus and school bus loading. They will be paid an hourly wage.

Teachers may also monitor study halls. Teachers with current full-time contracts with the District will be paid the teacher's salary according to Schedules "A" and "B" if they monitor study halls.

## **ARTICLE V - TEACHER AND EXCLUSIVE REPRESENTATIVE RIGHTS**

### ***Section 1: Dues Check-off***

The School District shall deduct from the salaries of teachers such money for the Exclusive Representative as said teachers individually authorize the School District to so deduct. Commencing in September and each month thereafter the School District shall deduct in equal installments the money that the teacher has agreed to pay the Exclusive Representative during the period provided in the individual's authorization. New authorizations, when received by the School District during the school year, will be deducted in equal installments over the remaining monthly payments of the teacher's current contractual salary.

#### **Subsection 1:**

The Secretary of the Exclusive Representative will certify to the School District the current rate of membership dues and the names of individuals who have joined the Exclusive Representative and will submit to the School District a payroll deduction form signed by the individual teacher authorizing deduction by the School District. In order for the deduction to be made for a given month, the authorization cards must be received by the School District no later than the first day of said month.

#### **Subsection 2:**

The School District shall transmit all deducted money, along with a list of names for whom deductions are made, to the Treasurer of the Exclusive Representative on a monthly basis.

### ***Section 2: Information***

The School District agrees to furnish to the Exclusive Representative upon written request to the Superintendent such information, or access to such information as is not confidential and is available and appropriate, provided the

Exclusive Representative reimburses the School District for the cost of providing such information.

### ***Section 3: Meetings***

The Exclusive Representative shall have the right to use available school buildings at reasonable hours for meetings. Scheduling shall be subject to approval of the School District Representative in advance of the time and place of such meetings. The use of school buildings by the Exclusive Representative shall be subject to the rights of the School District to make reasonable charges for such usage.

### ***Section 4: Exclusive Representative Business Leave***

Teachers who are elected or appointed to represent the Exclusive Representative may be granted leave, with pay, to attend state, regional and national meetings and conventions. Notice of intended use of Exclusive Representative Business leave shall be given to the Superintendent by the Exclusive Representative President at least seven (7) days in advance of usage, except in cases of emergency. The aggregate number of days under this Section shall not exceed four (4) days per year, and the approval of a leave for any teacher shall be subject to the needs of the educational programs of the School District.

### ***Section 5: Appearances before Employer***

No teacher shall be required to appear before the Board concerning a matter which could adversely affect the continuation of that teacher in his/her position unless he/she has been given forty-eight (48) hours prior written notice of the reason of such a meeting or interview and shall be entitled to have a representative present to advise him/her and represent him/her during such interview.

### ***Section 6: Tenure***

In accordance with Section 20-4-203, MCA, whenever a teacher has been elected by the offer and acceptance of a contract for the fourth consecutive year of employment in a position requiring teacher certification except as a district superintendent or specialist, the teacher is considered to be reelected from year to year as a tenured teacher at the same salary and in the same or a comparable position of employment as that provided by the last-executed contract with the teacher unless the trustees resolve by majority vote of their membership to terminate the services of the teacher in accordance with the provisions of 20-4-204.

## **Section 7: Teachers Just Cause/Due Process**

The Trustees may dismiss a teacher before the expiration of the teacher's employment contract for good cause in accordance with the provisions of Section 20-4-207, MCA.

## **Section 8: Non-Renewal**

The Trustees may non-renew the employment contract of a tenured teacher for good cause in accordance with the provisions of Section 20-4-204, MCA.

## **Section 9: Non-Tenure Teachers**

The Trustees may non-renew the employment contract of a non-tenured teacher in accordance with the provisions of Section 20-4-206, MCA.

## **Section 10: Performance Evaluation**

Certified staff will receive formal performance evaluations as follows:

Non-tenured staff will receive a formal observation, evaluation and evaluation conference a minimum of once per school year, prior to the end of the first semester. Teachers will be given a minimum of five (5) days notice before a formal performance observation.

Performance observations and evaluations may be performed by any qualified district administrator either individually or as a member of an administrative evaluation team. The evaluating administrator or administrative team has the discretion to place the certified staff member on a professional improvement or development plan

A post evaluation conference will be held within seven (7) school days of the staff member receiving the written evaluation except in cases of illness, injury, emergency or mutual arrangement between the staff member and building Principal.

Certified staff members may submit a written response to the evaluation document no later than ten (10) days after receipt of the evaluation. The response will be attached to the evaluation document as an addendum and placed in the employee's personnel file.

If an administrator formally evaluates a tenured teacher then the above language applies, except that the evaluation of a tenured teacher may occur at any time during the school year.

Notwithstanding anything to the contrary, the forgoing shall not be construed to preclude or otherwise prohibit the district from conducting informal observation or evaluation of teachers conducting class without providing notice

Any violation of this section is subject to the grievance procedure with the following exceptions:

1 – Dispute over the evaluation content is not subject to the grievance procedure

2 - A non-tenured teacher who is non-renewed by the school board may not use the grievance procedure to challenge the non-renewal decision.

## **ARTICLE VI - DUTY YEAR**

### ***Section 1: Duty Year***

The basic duty year for a regular full-time teacher shall consist of one hundred eighty seven 187 days, of which one hundred eighty (180) are pupil instruction days (PI). Notwithstanding the foregoing, for the 2020-21 school year only, there are one hundred seventy eight (178) pupil instruction days (PI). Two (2) of the PIR days are to be put into the school calendar to coincide with the State Teacher Convention and State subject area meetings. Teachers not attending above mentioned meetings will receive two (2) days of professional development as prescribed by the Trustees. The District Forum will recommend topics and methods of evaluation for the PIR days.

### ***Section 2: Calendar***

The scheduling of duty days shall be established each year by the School District as a school calendar prior to May 1 for the succeeding school year. The Exclusive Representative has the opportunity to submit recommendations prior to Thanksgiving. Upon timely request, the School District may meet and confer with the Exclusive Representative regarding the calendar. The school calendar shall be part of the School District policy and shall not be part of this Agreement.

### ***Section 3: Rescheduling***

In the event that an employee duty day is lost due to a school closing, the teacher shall perform duties on a make-up day if scheduled by the School District.

## **ARTICLE VII - DUTY DAY**

### ***Section 1: Basic Day***

The basic teacher day, including a duty-free thirty (30) minute lunch period, shall not exceed eight (8) contiguous hours. The basic teacher day shall be from 7:40 A.M. – 3:25 P.M.

In order to achieve greater efficiency in the utilization of facilities and classrooms, the District may schedule classes before or after the normal student day begins and ends, but in no case shall the teacher's workday exceed eight (8) contiguous hours, including the duty-free lunch period. A teacher shall not be assigned classes before or after the normal day begins or ends without that teacher's prior approval.

### ***Section 2: Building Hours***

The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District. The workday for 2020-23 has been established to be from 7:40 A.M. - 3:25 P.M.

### ***Section 3: Additional Activities***

As professionals, teachers shall also be required to perform additional duties beyond the basic duty day, as is required by the School District, to attend to those matters requiring their attention, including consultations with parents, faculty meetings, open houses, supervisory and extracurricular activities, curriculum meetings, parent conferences and other professional responsibilities not scheduled during the regular duty day.

## ***Section 4: Teacher Planning Time***

All teachers, K-12, will receive a minimum of 250 minutes of preparation time per week, excluding the time before and after the student day. All prep time shall be in no less than thirty (30) minute blocks. Part-time teachers will receive proportionate time.

## ***Section 5: Definitions***

- A. Full time teacher: The term full time teacher used in this agreement shall refer to a teacher who has 4-6 periods of instruction and 1 period of preparation per day.
- B. Halftime teacher: The term half time teacher used in this agreement shall refer to a teacher who has 3 periods of instruction and ½ period of preparation per day.

# **ARTICLE VIII - BASIC COMPENSATION**

## ***Section 1: Rates of Pay***

The salary schedules are for the 2020-23 school years.

The salaries reflected in Schedule "A", attached hereto, shall be effective only from the effective date of this Agreement through June 30, 2023.

In addition to the foregoing compensation, all teachers employed by the School District for the 2019-20 school year who are contracted as employees of the School District for school year 2020-21 shall be entitled to a 1-time employee compensation payment equal to three percent (3%) of their 2019-20 Schedule A contract amount, which payment shall be made on or before December 24, 2020.

## ***Section 2: Placement On Salary Schedule***

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule as of the school year:

### **Subsection 1 - New Teacher Placement**

Teachers new to the system will be granted credit on a 1:1 basis for all previous teaching experience up to a maximum of ten (10) years. To be



acceptable for credit, all teaching or public school experience shall have been in fully accredited schools.

Certified vocational education or fine arts teachers with verified career experience may receive experience credit on a two (2) to one (1) basis (i.e. 2 years experience advances 1 vertical step on the salary schedule) up to a maximum of 5 years. The ten (10) years maximum credit for total experience applies.

**Subsection 2 - Eligibility:**

Credits to be considered for application on any educational lane of the salary schedule must meet the criteria listed in Subsection 7 and have prior approval of the Superintendent. Courses taken during the summer without prior approval must be submitted to the Superintendent no later than September 30 of the same year. Employees may request a re-evaluation of their transcripts prior to providing notice of intent to advance educational lanes as per Subsection 4 of this contract. Courses not approved by the Superintendent may be appealed to the Instructional Forum following the criteria identified in Subsection 7 and the Instructional Forum's established guidelines.

**Subsection 3 - Grade and Credits:**

To apply to the salary schedule, all credit beyond the bachelor's degree educational lane must carry a grade equivalent of "C" or higher or "P" in a pass/fail grade system. A teacher shall not advance more than one (1) educational lane progression without the prior approval of the Superintendent.

**Subsection 4 - Notification Date:**

The Superintendent must be notified on or before April 1 of the previous contract year of the teacher's intention to advance educational lanes on the established salary schedule. Individual contracts will be modified to reflect qualified educational lane changes once each year effective at the beginning of the school year, providing a transcript of qualified credits is submitted to the Superintendent's office no later than September 30 of each year. Credits submitted by transcript after September 30, even though otherwise qualifying, shall not be considered until the following school year. If a transcript is not available by September 30, other satisfactory evidence of successful completion of the course will be accepted, pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received.

**Subsection 5 - Application:**

For credits to apply to an educational lane change or initial placement beyond the bachelor degree lane, the credits must be earned subsequent to the bachelor degree and be subject to the other Sections of this Agreement. This does not apply to anyone hired before July 1, 1989. The credits must be taken from an accredited college or university.

**Subsection 6 - Advancement Requirements:**

Fifteen (15) quarter hours or ten (10) semester hours of approved, professional training shall entitle the teacher to advance one column to the right on the salary schedule. Credits earned after July 1, 1993 may be used to move from the BA60/MA to the BA75/MA15/PHD column and from the BA45 to the BA60/MA column. The foregoing July 1, 1993 date does not apply to advancement to the MA/PhD column upon completion of an approved (See Subsection 7) Masters Degree or PhD. Credit hours earned subsequent to a degree but not yet submitted for the purpose of lane change may be submitted for evaluation as per subsections 2 through 5 of this contract.

**Subsection 7 - Implementation:**

The application form for course approval should include the name and number of the course, the institution, a description or summary of the course content and a statement of how the course meets any one of the following criteria:

- a. District Goals
- b. Curriculum Targeted Goals
- c. Pre-targeted goals between your supervisor and yourself
- d. Forum Goals
- e. High Performance Team Goals

**Subsection 8 - In-house Credits:**

Bigfork School District #38, as a part of the professional development program, will offer In-house Credit for designated professional service to District #38. The following guidelines for the granting of In-house Credit(s) to be used for salary schedule advancement:

1. In-house Credit(s) will be granted at a rate of one (1) semester credit for every 15 hours of service. Activities of a duration less than fifteen (15) hours will not qualify for In-house Credit; no fractional credit will be awarded.

2. A request for in-house credit must be submitted to the Superintendent for prior approval. A denial by the Superintendent may be appealed to the Instructional Forum.

3. In-house Credit(s) may be applied toward salary schedule advancement at any time or level. The level or time at which In-house Credit is applied toward salary schedule advancement is left to the discretion of the employee.

4. In-house Credit(s) are only applicable to the salary schedule in District #38 and are not to be confused with university credits which are needed for advanced degrees and certification renewal.

### ***Section 3: Method of Payment***

All teachers subject to the salary schedule shall be paid an annual salary using one of these options:

1. Ten payments, September through June.
2. Twelve payments -- with the July and August payments included with the June payment.
3. Payroll for teachers covered by this Agreement shall be on the tenth of the month, September through June. However, the June payroll may be delayed until the end of the school year (completion of school calendar). Each month's payroll will compensate teachers for that portion of their individual teaching contract completed since the last payroll not to exceed 10% of annual salary for those paid pursuant to Subsection 1 above or 8.33% for those paid pursuant to Subsection 2 above.
4. Teachers will give the Clerk of the District sufficient advance notice as to the requested method of payment for the following school year.

### ***Section 4: Extended Assignment***

Teachers assigned an extra period of instruction beyond the normal class assignment as defined in Article VII, Duty Pay, shall receive compensation prorated on their basic rate of pay as determined by this agreement. This includes, but is not limited to an extra class period, (High School) and Alternative School Instruction (high school learning center).

## **ARTICLE IX - EXTRACURRICULAR COMPENSATION**

### ***Section 1: Extracurricular Compensation***

Certified personnel covered by this Agreement, assigned extra-duty activities during the term of this Agreement, shall receive appropriate compensation for the position assigned pursuant to Schedule "B" hereto attached.

### ***Section 2: Assignment of Extracurricular Duties***

The Superintendent or his/her designee may assign, with the teacher's approval, extracurricular assignments subject to established compensation for services, which exceed the teaching or non-teaching services prescribed in the basic contract apart from the teacher's regular academic responsibility. A teacher holding an extra-duty assignment will be notified of his/her renewal or non-renewal in that assignment at a meeting of the school board.

In the event that the Board or its designee chooses not to appoint an applicant to a particular extracurricular assignment, it may offer the assignment to another qualified employee or non-employee. In the event that the Board or its designee is unable to find a qualified applicant who is willing to accept the assignment, the position may be filled as follows:

#### Subsection 1

The Board or its designee, having complied with Subsection 1 herein, shall then have the right to assign extracurricular duties in question to an employee qualified and eligible to accept the same.

The Board's or its designee's right to assign extracurricular responsibilities in accordance with Section 2 herein shall be limited to one (1) such assignment per employee.

### ***Section 3: Volunteer Coaches of Unfunded Extracurricular Activities***

Certified staff members covered under this agreement may choose to serve as volunteer coaches without compensation as identified in *Schedule "B", Extra Duty Schedule* of this agreement. Such arrangement must comply with the provisions of the Fair Labor Standards Act and the Montana Wage Payment Act and shall be authorized in writing by the coach, BAEA, and District representatives.

# ARTICLE X - REDUCTION IN FORCE

## ***Section 1: Procedure***

In the event the School District determines to reduce staff/lay-off tenured teachers, the provisions of this Article shall apply.

## ***Section 2: Definitions***

- A. Teacher: The term teacher used in this Article shall refer only to teachers regularly employed at least halftime by the School District.
- B. Subject Matter: Subject Matter shall mean such categories as are determined by the Montana Office of Public Instruction for certification purposes.
- C. Days: Days means calendar days, unless otherwise stated.

## ***Section 3: Seniority***

### **Subsection 1**

Seniority shall mean the number of teacher workdays of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service with the School District including authorized leave of absences allowed by the School District pursuant to this Agreement.

### **Subsection 2**

Probationary teachers shall not acquire seniority until they acquire tenure and upon acquisition of tenure, their seniority date shall revert back to their first day of continuous service. Long term substitute service under contract, immediately prior to regular contract service shall be counted toward a teacher's seniority.

### **Subsection 3**

When determining seniority, the employment of an employee whose employment had been terminated for reasons other than resignation but subsequently reinstated without interruption, shall be deemed to be continuous service.

#### **Subsection 4**

Certified teachers employed by the School District in professional positions outside the teacher's unit, i.e., administrators, shall maintain seniority in the teacher's unit consistent with total teaching service in the School District provided the administrative employee is qualified and certified as described herein.

#### **Subsection 5**

In the event that seniority is equal for purposes of layoff, the second order will be determined by the educational placement on the salary schedule. The final order, if needed, shall be determined by lot.

### ***Section 4: Seniority List***

#### **Subsection 1**

Prior to February 1st of each school year, the District will provide the Association a seniority list, which shall include each teacher's name, date(s) of employment, area(s) of qualification and certification.

#### **Subsection 2**

Any person whose name appears on such list, and who may disagree with the findings of the District, and the order of seniority on said list, shall have until February 15 to supply written documentation, proof and request for seniority change, to the School District Superintendent's office.

#### **Subsection 3**

Before March 1, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list, and make such changes as the School District deems warranted. The final seniority list shall thereupon be prepared by the School District, and shall be posted in each school building no later than March 15. Such list shall be binding on the District and all teachers shown thereon. Each year, thereafter, the School District shall cause such seniority list to be updated. Such list shall govern the application of Reduction in Force, Article X, until thereafter revised.

## ***Section 5: Voluntary Layoff***

Senior teachers may accept voluntary layoff during a period when the School District is placing tenured teachers on layoff. Teachers accepting voluntary layoff will, as do all teachers on layoff, continue to accrue seniority. Voluntary layoff shall be for a period of the succeeding school year unless altered by mutual agreement. Teachers wishing to be recalled from voluntary layoff for the next school year shall give the Superintendent's office written notice of this intention before February 1 of the preceding school year.

## ***Section 6: Order of Layoff***

Tenured teachers shall be placed on layoff in inverse order of seniority, provided that the teachers who are retained possess the necessary qualifications to fill the remaining positions. The School District retains, consistent with the provisions of this Agreement, the right to assign teachers to positions for which they are certified. The School District shall not be required to transfer a more senior teacher to an assignment requiring different certification in order to accommodate the seniority claim of a teacher proposed for layoff.

### **Subsection 1**

In the event the District determines to reduce the staff, a tenured teacher shall not be placed on layoff if there is probationary (non-tenured) teacher employed in a position for which that tenured teacher is qualified.

### **Subsection 2**

If the determined reduction is not accomplished by Subsection 1 hereof and the layoff of non-tenured teachers, the School District may place on layoff tenured teachers in order of inverse seniority within certification and qualification as defined in this Article.

## ***Section 7: Recall***

### **Subsection 1**

No new teacher shall be employed by the School District in a position for which a laid off tenured teacher is qualified. Tenured teachers shall be recalled to vacant positions in reverse order of layoff provided that such teacher(s) is qualified for the position(s).

### **Subsection 2**

When placed on layoff, a teacher shall maintain a current address with the School District and if a position becomes available for the teacher on layoff, the School District shall provide written notice by Certified Mail, Return Receipt Requested. The teacher shall have seven (7) calendar days from the date of receipt of such notice to accept re-employment within twenty (20) calendar days of receipt of recall notice. Failure on the part of the teacher to accept re-employment within seven (7) calendar days of receipt of recall notice, or failure of the teacher to report for duty within twenty (20) days of the receipt of recall notice, shall constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.

### **Subsection 3**

Re-employment rights shall automatically cease twenty-four (24) months from the last day of work in the bargaining unit for the School District and no further rights to reinstatement shall exist.

Nothing in this Article shall be construed to limit the authority of the School District 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 in this Agreement.

A teacher, however, may grieve concerning the establishment of his/her seniority date, or the order of layoff except as limited 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 teacher's statutory rights as provided by Montana law.

## **ARTICLE XI - MEDICAL BENEFITS**

### ***Section 1: Selection***

Selection of the insurance carrier and policy shall be made by the Board of Trustees after having considered recommendations from members of the BAEA, BUC, and Administrative Support Staff. The District Health Insurance Committee, made up of three members of the BAEA, one member of the BUC, and one member of the Administrative Support Staff, will study and make recommendations on insurance issues.

The District also agrees to meet with representatives from the BAEA to research health insurance alternatives in preparation for future negotiations.



## ***Section 2: Health and Hospitalization Insurance - Coverage***

The Board agrees to pay health insurance premiums for certified personnel and their dependents on the following basis:

\$600.00 per month per participating teacher for the 2020-23 school years  
– prorated for those working half time or less.

Any additional costs of the premium shall be borne by the employee and paid by payroll deduction. Insurance premiums shall be prorated for part-time teachers whose initial employment begins after July 1, 1983.

Insurance coverage is subject and controlled by the insurance carrier and insurance policy.

## ***Section 3: Claim Against the School District***

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

## ***Section 4: Duration of Insurance Contribution***

A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all District contributions shall cease, effective on the last working day.

## ***Section 5: Notice to New Employee***

The School District will hold a general meeting at the beginning of the school year for all employees, with the insurance carrier representative, to provide information about insurance coverage, benefits, enrollment procedure requirements and premiums.

***Section 6: Flexible Benefit Account.***

The Board agrees to have a Flexible Benefit Account (IRS 125 Plan) and to pay all fees except the monthly maintenance fee for each employee.

## **ARTICLE XII - LEAVES OF ABSENCE**

### ***Section 1: Severance***

After five (5) years of service with the District, teachers will be paid one-fourth of accumulated sick leave up to seventy-five (75) days upon termination of employment. After fifteen (15) years of service with the District, teachers will be paid one-fourth of accumulated sick leave up to one hundred thirty-two (132) days upon termination of employment. The rate of pay will be determined by the teacher's daily salary at the time of termination.

### ***Section 2: Sick Leave***

#### **Subsection 1**

A full-time teacher shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District.

#### **Subsection 2**

Unused sick leave may accumulate to a maximum of one hundred thirty-two (132) days of sick leave per teacher.

#### **Subsection 3**

Sick leave with pay shall be allowed for a teacher for illness, injury, medical appointments, or other medical conditions as defined in the FMLA or for a teacher whose immediate family meets any of the above conditions. "Immediate Family" for the purposes of this leave is defined as the teacher's spouse, child, parent, grandparent, brother or sister and in-laws of the same degree of relationship.

#### **Subsection 4**

The School District may require a teacher to furnish a medical certification from a licensed physician as evidence of illness, indicating such absence was due to illness, injury or surgery in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised.

**Subsection 5**

Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

**Subsection 6**

Sick leave pay shall be approved upon submission of a signed request upon the authorized sick leave pay request form available at the School District office.

**Subsection 7**

At the discretion of the Superintendent, ten (10) bonus days may be granted for major illness, injury or surgery for new teachers. These days will not be cumulative.

**Section 3: Sick Leave Bank**

The District shall have a sick leave bank with the following stipulations:

**Subsection 1**

All District employees with 40 days of accumulated sick leave will be allowed to contribute up to three (3) accumulated days of their current twelve (12) day allotment. This donation must be made by June 1 of each year. The minimum donation is one full sick leave day.

**Subsection 2**

No individual certified employee is allowed to use more than ten (10) days from the sick leave bank without written authorization from the Superintendent.

**Subsection 3**

The sick leave bank will accrue no more than 140 days at any specific time. A maximum of 140 sick leave days will be carried over annually. All days over the 140 maximum carryover will be void.

**Subsection 4**

A committee made up of one BAEA member, and the Superintendent shall approve or deny all requests for sick bank days. Disputes will be resolved by the Board of Trustees.

### **Subsection 5**

Anyone applying for sick bank days must have exhausted their sick leave days.

## **Section 4: *Personal Leave***

A teacher shall be granted four (4) days personal leave per year, non-accumulative. Requests for personal leave must be made to the teacher's immediate supervisor with sufficient time to allow the supervisor to arrange for a substitute teacher. Except in those instances involving a bona-fide emergency, such request must be submitted to the immediate supervisor at least five (5) working days prior to the time such leave is to commence. This leave is to be used in a minimum of one-half (1/2) day increments. No more than ten percent (10%) of the teaching staff, K-6 or 7-12, shall be granted leave on any day. Personal leave may not be used during PIR days. The first five (5) days or last five (5) days of any semester, the day before or the day after vacation or breaks will be at the discretion of the building principal.

### **Subsection 1**

Full time certified teachers may serve as a teacher substitute during their preparation period. Specialists will have the ability to sub for one period as their schedule allows. An accumulated total of six (6) substitution periods will be paid out at the rate of one-hundred-fifty dollars (\$150).

### **Subsection 2**

Up to two (2) unused personal days may be sold back to the District at the rate of \$150 or carried over as outlined in subsection 3. A third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) day may be sold back to the District at a rate of \$75. Teachers must submit a Personal Leave Buyback form prior to June 1<sup>st</sup> of the current school year.

### **Subsection 3**

Teachers may carry over up to two (2) personal days in any year. A maximum of six (6) days may be accrued in any year.

### **Subsection 4**

In addition to the four days of personal leave, a teacher may, upon written request to the District, exchange a maximum of six days of that year's sick

leave grant for one additional day of personal leave. This is limited to one sick leave exchange per school year.

### ***Section 5: Military Leave***

Military leave shall be granted pursuant to applicable law.

### ***Section 6: Medical Leave***

#### **Subsection 1**

Medical leave will be granted in accordance with the Family Medical Leave Act. The School District may allow extended leave upon request for personal medical reasons for a period of time not to exceed one school year as best meets the needs of the district.

### ***Section 7: General Leave***

#### **Subsection 1**

Teachers with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence, subject to the provisions of this Section. The granting of such leave shall be at the sole discretion of the School District.

#### **Subsection 2**

Such leave may be granted by the School District for overseas teaching, extended illness of the teacher's family, civic activities, public office, or other reasons deemed appropriate by the School District.

#### **Subsection 3**

The individual granted leave shall inform the Superintendent by February 1, of the leave year of his/her intentions to return to the school system. Health insurance premiums shall be paid by the teacher.

### ***Section 8: Maternity Leave***

#### **Subsection 1**

The District will provide for leave of absence from duty for any teacher who is required to be absent from duties because of her pregnancy,

miscarriage, childbirth, and recovery there from. (reference Article 12, Section 2, Subsection 3)

**Subsection 2**

The teacher shall notify her supervisor of expected delivery date upon verification of pregnancy by her physician.

**Subsection 3**

The beginning and return date of maternity leave will be mutually determined by the teacher and principal taking into consideration continuity of instruction, effect of pregnancy upon teacher's efficiency, recommendation of physician and desires of the teacher.

**Subsection 4**

Protracted absence of more than three (3) months because of medical complications after delivery will be regulated under Section 5 of this Article.

**Subsection 5**

A female employee has the right to take a reasonable leave of absence for pregnancy in accordance with state and federal law.

***Section 9: Emergency/ Bereavement Leave***

A teacher shall be allowed up to five (5) days leave for each occurrence of death in the teacher's immediate family. "Immediate family" for purposes of this Section is defined as the teacher's spouse, child, parent, grandparent, brother, sister, in-laws and step family of the same degree of relationship. A teacher may be allowed additional leave under this section either immediately subsequent to the initial five (5) days or at a later date. In addition, a teacher shall be allowed up to three (3) days per year for deaths of other individuals that are not listed in the immediate family above. All leave is subject to approval by the building principal and Superintendent and will be deducted from sick leave.

***Section 10: Insurance Application***

A teacher on unpaid leave pursuant to this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave.

***Section 11: Credit***

A teacher who returns from unpaid leave pursuant to this Article shall retain experience credit for pay purposes and other benefits which he/she had accrued

at the time he/she went on leave. No credit shall accrue for the period of time that a teacher was on unpaid leave.

### ***Section 12: Eligibility***

Leave benefits provided in this Article shall apply only to full-time teachers as defined in Articles VI and VII of this Agreement, and shall be available only during the regular school year.

### ***Section 13: Short-term Unpaid Leave***

A teacher may be granted up to seventeen (17) days per year short term leave without salary, but with all other benefits continuing - including but not limited to District insurance contributions at the discretion of the Superintendent or School Board. Request must be made with sufficient time to allow to arrange for a substitute teacher.

### ***Section 14: Professional Leave***

Each teacher may be granted professional leave with full compensation and benefits to attend or participate in conferences, seminars, classes, visitations or other professional improvement programs if approved by the Superintendent upon a recommendation from the building principal. The Superintendent shall use the criteria identified in Article VIII, subsection 7, as general guidelines for appropriate professional improvement activities. Leaves denied by the Superintendent may be appealed to the Board of Trustees who shall have the final decision authority.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**



## ***Section 1: Grievance Definition***

A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and School District as to the interpretation or application of terms and conditions contained in this Agreement or his/her individual contract.

## ***Section 2: Representative***

The teacher, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

## ***Section 3: Definitions and Interpretations***

### **Subsection 1 - Extension**

Time limits specified in this Agreement may be extended by mutual agreement.

### **Subsection 2 - Days**

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

### **Subsection 3 - Teachers Resolution**

In order to provide a standard method for resolution of differences arising during the duration of this Agreement, the parties hereto shall make a determined effort to settle any issues arising in the interpretation of this Agreement or in the interpretation of any individual teacher's employment contract, by the use of the grievance procedure herein set forth. The Board and the Association agree that problems should first be taken to the Administration for possible solution.

## ***Section 4: Time Limitation and Waiver***

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought

within ten (10) days after the date of the first event giving rise to the grievance becomes known to the aggrieved party. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee.

## ***Section 5: Adjustment and Grievance***

**The School District and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:**

### **Subsection 1 - Level I**

If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the "grievance" to the parties involved within ten (10) days after receipt of the written grievance.

### **Subsection 2 - Level II**

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, or his/her designee, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

### **Subsection 3 - Level III**

If the grievance has not been resolved at Level II, the grievance may be presented to the Board of Trustees for consideration. The Board of Trustees reserves the right to review or not to review the grievance, but must make that decision with fifteen (15) days after receipt of the written appeal. In the event the Board of Trustees chooses to review the grievance, the Board or committee or representative(s) thereof shall within fifteen (15) days to hear the grievance. After this meeting, the Board of Trustees shall have a maximum of fifteen (15) days in which to decide the grievance in writing.

#### **Subsection 4 - Denial of Grievance**

Failure by the School District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level. This shall not negate the obligation of the School District to respond in writing at each level of this procedure.

#### **Subsection 5 - Step Waiver**

Provided both parties agree in writing, any level of this grievance procedure may be by-passed and processed at a higher level.

### ***Section 6: Mediation***

Provided that both parties agree in writing, a grievance may be submitted for non-binding mediation prior to submitting to binding arbitration. Both sides may submit up to three names for consideration as a mediator and select one. Mutual agreement is required. Both parties will split the cost of the mediator 50/50. If no agreement can be reached on a mediator, the matter will be submitted for arbitration.

### ***Section 7: Arbitration***

#### **Subsection 1 - Procedure**

In the event that the parties are unable to resolve a grievance, it may be submitted to arbitration as defined herein, provided a notice of appeal is filed in the office of the Superintendent within five (5) days of the receipt of the decision of the School District in Level III.

#### **Subsection 2 - Selection of Arbitrator**

Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, either party may request the Board of Personnel Appeals to submit, within ten (10) days to both parties, a list of five (5) names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking two (2) names from the list in alternative order, and the name so remaining shall be the arbitrator. Failure to request an arbitration list from the Board of Personnel Appeals within the time periods provided herein shall constitute a waiver of the grievance.

**Subsection 3 - Hearing**

The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties shall have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.

**Subsection 4 - Decision**

The decision of the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, the limitations or arbitration decisions as provided by Montana law.

**Subsection 5 - Expenses**

Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration.

A transcript of recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties and other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

**Subsection 6 - Jurisdiction**

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance procedure or that extend to matters of inherent managerial policy as defined in Article IV of this Agreement. In considering any issues in dispute, the arbitrator shall give due consideration to the School District's legal right to efficiently manage and conduct its operation.

### **Subsection 7 - Election of Remedies**

Once arbitration has been requested, the grievant(s) and the Association waive any right to pursue any action or complaint involving the same facts or circumstances before any county, state or federal agency, tribunal, court or other forum in which relief may be granted. Once the grievant or the Association files any complaint, appeal, claim or any other action with any county, state or federal agency, court, tribunal or other forum, all rights to file or pursue a grievance alleging or involving the same facts or circumstances shall be forever waived. This waiver does not apply to any claim or appeal concerning workers' compensation or unemployment insurance benefits.

## **ARTICLE XIV - VACANCIES**

Whenever a position becomes available in the bargaining unit that the District intends to fill, the District will post a notice of same on a bulletin board in the district office accessible to all employees and the general public. Each employee will also be notified by District e-mail. Such posting will be placed at least five (5) workdays prior to the deadline for the application. Available positions and job descriptions will also be publicly advertised at sites determined by the district. The inherent managerial right of hiring, promoting, transferring, and assigning employees will be based solely on selecting the most qualified applicant. The district reserves the right to repost a position and accept further applications should the initial applicants be determined unacceptable. Duty jobs such as before school study hall, curriculum work and other paid jobs that occur during school session shall be posted for a minimum of ten (10) working days. Unsuccessful applicants among current employees will receive written notice of same.

In the event of an involuntary transfer in an endorsement area that has not been taught in three (3) years, the District will offer up to five (5) days of curriculum time under the supervision of the principal at curriculum rate of pay. This time will be served outside the regularly scheduled teacher duty year. This may be prorated for partial transfers.

## **ARTICLE XV - DURATION**

## ***Section 1: Duration of Agreement***

This Agreement shall become effective upon ratification by the Association and the Board of Trustees. The agreement shall continue in full force and effect until it terminates on June 30, 2023.

## ***Section 2: Changes in Agreement***

During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in written and signed amendment of this Agreement.

Any changes to this contract must be approved by both the BAEA and the School Board before implementation. All such changes will be temporary and for specified times and will not constitute a permanent change to this contract unless approved in formal negotiations between the two parties.

## ***Section 3: Effect***

This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employees supersede any and all prior agreements, practices, school policies, rules or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of the Agreement. Any individual teacher contract, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

## ***Section 4: Severability***

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof. If such provisions exist which are contrary to law the provision or provisions will be altered by representatives of Exclusive Representative and the Board to conform with the law and maintain intent of provision wherever possible.

**Section 5: Renewal and Reopening of Agreement**

This Agreement will automatically be renewed and will continue in force and effect for additional periods of one (1) year unless either party gives notice to the other party, not later than ninety (90) days prior to the expiration date or any subsequent 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. (See Section 2 above for exception)

**IN WITNESS THEREOF**, the parties have executed this Agreement as follows:

**BIGFORK AREA EDUCATION ASSOC.**  
**Bigfork, MT 59911**

**BOARD OF TRUSTEES**  
**School District No. 38**  
**Box 188**  
**Bigfork, MT 59911**

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**2020-23 Salary Schedules "A" of the BAEA Master Agreement**

| <b>2020-21</b> |           |             |             |             |                |                      |
|----------------|-----------|-------------|-------------|-------------|----------------|----------------------|
| <b>STEP</b>    | <b>BA</b> | <b>BA15</b> | <b>BA30</b> | <b>BA45</b> | <b>BA60/MA</b> | <b>BA75/MA15/PHD</b> |
| 1              | 33,386    | 34,521      | 35,690      | 36,825      | 37,993         | 39,128               |
| 2              | 34,721    | 35,990      | 37,259      | 38,527      | 39,796         | 41,065               |
| 3              | 36,057    | 37,459      | 38,828      | 40,230      | 41,599         | 43,001               |
| 4              | 37,392    | 38,928      | 40,397      | 41,933      | 43,402         | 44,938               |
| 5              | 38,728    | 40,397      | 41,966      | 43,636      | 45,205         | 46,874               |
| 6              | 40,063    | 41,866      | 43,535      | 45,338      | 47,007         | 48,810               |
| 7              | 41,399    | 43,335      | 45,104      | 47,041      | 48,810         | 50,747               |
| 8              | 42,734    | 44,804      | 46,674      | 48,744      | 50,613         | 52,683               |
| 9              | 44,070    | 46,273      | 48,243      | 50,446      | 52,416         | 54,619               |
| 10             |           | 47,742      | 49,812      | 52,149      | 54,219         | 56,556               |
| 11             |           | 49,211      | 51,381      | 53,852      | 56,022         | 58,492               |
| 12             |           | 50,680      | 52,950      | 55,554      | 57,825         | 60,429               |
| 13             |           | 52,149      | 54,519      | 57,257      | 59,627         | 62,365               |
| 14             |           | 53,618      | 56,088      | 58,960      | 61,430         | 64,301               |
| 15             |           |             | 57,658      | 60,662      | 63,233         | 66,238               |
| 16             |           |             |             | 62,365      | 65,036         | 68,174               |
| 17             |           |             |             |             |                | 70,111               |

| <b>2021-22</b> |           |             |             |             |                |                      |
|----------------|-----------|-------------|-------------|-------------|----------------|----------------------|
| <b>STEP</b>    | <b>BA</b> | <b>BA15</b> | <b>BA30</b> | <b>BA45</b> | <b>BA60/MA</b> | <b>BA75/MA15/PHD</b> |
| 1              | 33,887    | 35,039      | 36,225      | 37,377      | 38,563         | 39,716               |
| 2              | 35,242    | 36,530      | 37,818      | 39,106      | 40,393         | 41,681               |
| 3              | 36,598    | 38,021      | 39,411      | 40,834      | 42,223         | 43,646               |
| 4              | 37,953    | 39,512      | 41,003      | 42,562      | 44,053         | 45,612               |
| 5              | 39,309    | 41,003      | 42,596      | 44,290      | 45,883         | 47,577               |
| 6              | 40,664    | 42,494      | 44,189      | 46,019      | 47,713         | 49,543               |
| 7              | 42,020    | 43,985      | 45,781      | 47,747      | 49,543         | 51,508               |
| 8              | 43,375    | 45,476      | 47,374      | 49,475      | 51,373         | 53,474               |
| 9              | 44,731    | 46,967      | 48,967      | 51,203      | 53,203         | 55,439               |
| 10             |           | 48,458      | 50,559      | 52,931      | 55,032         | 57,405               |
| 11             |           | 49,949      | 52,152      | 54,660      | 56,862         | 59,370               |
| 12             |           | 51,440      | 53,745      | 56,388      | 58,692         | 61,335               |
| 13             |           | 52,931      | 55,337      | 58,116      | 60,522         | 63,301               |
| 14             |           | 54,423      | 56,930      | 59,844      | 62,352         | 65,266               |
| 15             |           |             | 58,523      | 61,573      | 64,182         | 67,232               |
| 16             |           |             |             | 63,301      | 66,012         | 69,197               |
| 17             |           |             |             |             |                | 71,163               |



| 2022-23 |        |        |        |        |         |               |
|---------|--------|--------|--------|--------|---------|---------------|
| STEP    | BA     | BA15   | BA30   | BA45   | BA60/MA | BA75/MA15/PHD |
| 1       | 34,395 | 35,564 | 36,768 | 37,938 | 39,142  | 40,311        |
| 2       | 35,771 | 37,078 | 38,385 | 39,692 | 40,999  | 42,306        |
| 3       | 37,147 | 38,591 | 40,001 | 41,446 | 42,856  | 44,301        |
| 4       | 38,522 | 40,105 | 41,618 | 43,200 | 44,714  | 46,296        |
| 5       | 39,898 | 41,618 | 43,235 | 44,954 | 46,571  | 48,291        |
| 6       | 41,274 | 43,131 | 44,851 | 46,708 | 48,428  | 50,285        |
| 7       | 42,650 | 44,645 | 46,468 | 48,463 | 50,285  | 52,280        |
| 8       | 44,026 | 46,158 | 48,084 | 50,217 | 52,143  | 54,275        |
| 9       | 45,401 | 47,671 | 49,701 | 51,971 | 54,000  | 56,270        |
| 10      |        | 49,185 | 51,317 | 53,725 | 55,857  | 58,265        |
| 11      |        | 50,698 | 52,934 | 55,479 | 57,715  | 60,260        |
| 12      |        | 52,212 | 54,550 | 57,233 | 59,572  | 62,255        |
| 13      |        | 53,725 | 56,167 | 58,987 | 61,429  | 64,250        |
| 14      |        | 55,238 | 57,784 | 60,742 | 63,287  | 66,245        |
| 15      |        |        | 59,400 | 62,496 | 65,144  | 68,240        |
| 16      |        |        |        | 64,250 | 67,001  | 70,235        |
| 17      |        |        |        |        |         | 72,230        |

***Employees with a Masters Degree will receive \$1855 Masters Stipend, added to their annual salary- prorated based on FTE.***

***All new employees with 1, 2, or 3 years experience will start on step 4 and advance for each subsequent year.***

***Step 1 remains as the financial base for salary schedule calculations.***

| <b>SCHEDULE "B"</b>                |               |               |                  |
|------------------------------------|---------------|---------------|------------------|
| <b>2020-21 EXTRA DUTY SCHEDULE</b> |               |               |                  |
|                                    |               |               |                  |
| <b>Level 1</b>                     |               | <b>AMOUNT</b> | <b>% of Base</b> |
| Football                           | Head          | \$ 4,143.20   | 12.41%           |
| Basketball-B                       | Head          | \$ 4,143.20   |                  |
| Basketball- G                      | Head          | \$ 4,143.20   |                  |
| Track                              | Head          | \$ 4,143.20   |                  |
| Volleyball                         | Head          | \$ 4,143.20   |                  |
|                                    |               |               |                  |
| <b>Level 2</b>                     |               |               |                  |
| Speech & Debate                    | Head          | \$ 3,755.93   | 11.25%           |
|                                    |               |               |                  |
| <b>Level 3</b>                     |               |               |                  |
| Football                           | 1st Assistant | \$ 2,961.34   | 8.87%            |
| Football                           | 2nd Assistant | \$ 2,961.34   |                  |
| Football                           | 3rd Assistant | \$ 2,961.34   |                  |
| Football                           | 4th Assistant | \$ 2,961.34   |                  |
| Basketball-B                       | 1st Assistant | \$ 2,961.34   |                  |
| Basketball-B                       | 2nd Assistant | \$ 2,961.34   |                  |
| Basketball- G                      | 1st Assistant | \$ 2,961.34   |                  |
| Basketball- G                      | 2nd Assistant | \$ 2,961.34   |                  |
| Track                              | 1st Assistant | \$ 2,961.34   |                  |
| Track                              | 2nd Assistant | \$ 2,961.34   |                  |
| Track                              | 3rd Assistant | \$ 2,961.34   |                  |
| Volleyball                         | 1st Assistant | \$ 2,961.34   |                  |
| Volleyball                         | 2nd Assistant | \$ 2,961.34   |                  |
| Tennis                             | Head          | \$ 2,961.34   |                  |
| Golf                               | Head          | \$ 2,961.34   |                  |
| Cross Country                      | Head          | \$ 2,961.34   |                  |
| Wrestling                          | Head          | \$ 2,961.34   |                  |
| Swimming                           | Head          | \$ 2,961.34   |                  |
|                                    |               |               |                  |
| <b>Level 4</b>                     |               |               |                  |
| HS Student Council                 | Head          | \$ 2,483.92   | 7.44%            |
| Winter Cheer                       | Head          | \$ 2,483.92   |                  |

|                     |               |             |       |
|---------------------|---------------|-------------|-------|
|                     |               |             |       |
| <b>Level 5</b>      |               |             |       |
| Tennis              | 1st Assistant | \$ 2,367.07 | 7.09% |
| Golf                | 1st Assistant | \$ 2,367.07 |       |
| Cross Country       | 1st Assistant | \$ 2,367.07 |       |
| Wrestling           | 1st Assistant | \$ 2,367.07 |       |
| Swimming            | 1st Assistant | \$ 2,367.07 |       |
|                     |               |             |       |
| <b>Level 6</b>      |               |             |       |
| Soccer- B           | 1st Assistant | \$ 2,337.02 | 7%    |
| Soccer- G           | 1st Assistant | \$ 2,337.02 |       |
|                     |               |             |       |
| <b>Level 7</b>      |               |             |       |
| Speech              | 1st Assistant | \$ 2,019.85 | 6.05% |
|                     |               |             |       |
| <b>Level 8</b>      |               |             |       |
| Annual/Media Events | Advisor       | \$ 1,846.25 | 5.53% |
| Winter Cheer        | 1st Assistant | \$ 1,846.25 |       |
|                     |               |             |       |
| <b>Level 9</b>      |               |             |       |
| Soccer- B           | 1st Assistant | \$ 1,582.50 | 4.74% |
| Soccer- G           | 1st Assistant | \$ 1,582.50 |       |
| Fall Cheer          | Head          | \$ 1,582.50 |       |
|                     |               |             |       |
| <b>Level 10</b>     |               |             |       |
| HS Choir            | Advisor       | \$ 1,402.21 | 4.20% |
| HS Band             | Advisor       | \$ 1,402.21 |       |
|                     |               |             |       |
| <b>Level 11</b>     |               |             |       |
| Football            | MS            | \$ 1,315.41 | 3.94% |
| Football            | MS            | \$ 1,315.41 |       |
| Basketball- B       | MS            | \$ 1,315.41 |       |
| Basketball- B       | MS            | \$ 1,315.41 |       |
| Basketball- G       | MS            | \$ 1,315.41 |       |
| Basketball- G       | MS            | \$ 1,315.41 |       |
| Volleyball          | MS            | \$ 1,315.41 |       |
| Volleyball          | MS            | \$ 1,315.41 |       |
| Track               | MS            | \$ 1,315.41 |       |

|                            |               |                    |       |
|----------------------------|---------------|--------------------|-------|
| Track                      | MS            | \$ 1,315.41        |       |
| Pep Band                   | Advisor       | \$ 1,315.41        |       |
| MS Student Council         | Advisor       | \$ 1,315.41        |       |
| Fall Cheer                 | 1st Assistant | \$ 1,315.41        |       |
|                            |               |                    |       |
| <b>Level 12</b>            |               |                    |       |
| MS Band                    | Advisor       | \$ 928.13          | 2.78% |
| Jazz Band                  | Advisor       | \$ 928.13          |       |
| MS Choir                   | Advisor       | \$ 928.13          |       |
|                            |               |                    |       |
| <b>Level 13</b>            |               |                    |       |
| Elem Music                 | Advisor       | \$ 580.92          | 1.74% |
| Science Fair               | Advisor       | \$ 580.92          |       |
| Prom Advisor               | Advisor       | \$ 580.92          |       |
|                            |               |                    |       |
| <b>Level 14</b>            |               |                    |       |
| Special Olympics           | Winter        | \$ 280.44          | 0.84% |
| Special Olympics           | Summer        | \$ 280.44          |       |
|                            |               |                    |       |
| <b>Special Assignments</b> |               |                    |       |
| Athletic Events            | Coordinator   | \$ 4,320.00        |       |
| Study Backs*               | HS            | \$ 1,620.00        |       |
| Study Backs*               | MS            | \$ 1,620.00        |       |
| SAP                        |               | \$ 216.00          |       |
| Forum                      | President     | \$ 324.00          |       |
| Forum                      | President     | \$ 324.00          |       |
| Forum                      | Secretary     | \$ 324.00          |       |
| Curriculum Pay             |               | \$27 per hr        |       |
| Lunch Supervision          |               | \$16.20 per 1/2 hr |       |

| <b>SCHEDULE "B"</b>                |               |               |                  |
|------------------------------------|---------------|---------------|------------------|
| <b>2021-22 EXTRA DUTY SCHEDULE</b> |               |               |                  |
|                                    |               |               |                  |
| <b>Level 1</b>                     |               | <b>AMOUNT</b> | <b>% of Base</b> |
| Football                           | Head          | \$ 4,205.38   | 12.41%           |
| Basketball-B                       | Head          | \$ 4,205.38   |                  |
| Basketball- G                      | Head          | \$ 4,205.38   |                  |
| Track                              | Head          | \$ 4,205.38   |                  |
| Volleyball                         | Head          | \$ 4,205.38   |                  |
|                                    |               |               |                  |
| <b>Level 2</b>                     |               |               |                  |
| Speech & Debate                    | Head          | \$ 3,812.29   | 11.25%           |
|                                    |               |               |                  |
| <b>Level 3</b>                     |               |               |                  |
| Football                           | 1st Assistant | \$ 3,005.78   | 8.87%            |
| Football                           | 2nd Assistant | \$ 3,005.78   |                  |
| Football                           | 3rd Assistant | \$ 3,005.78   |                  |
| Football                           | 4th Assistant | \$ 3,005.78   |                  |
| Basketball-B                       | 1st Assistant | \$ 3,005.78   |                  |
| Basketball-B                       | 2nd Assistant | \$ 3,005.78   |                  |
| Basketball- G                      | 1st Assistant | \$ 3,005.78   |                  |
| Basketball- G                      | 2nd Assistant | \$ 3,005.78   |                  |
| Track                              | 1st Assistant | \$ 3,005.78   |                  |
| Track                              | 2nd Assistant | \$ 3,005.78   |                  |
| Track                              | 3rd Assistant | \$ 3,005.78   |                  |
| Volleyball                         | 1st Assistant | \$ 3,005.78   |                  |
| Volleyball                         | 2nd Assistant | \$ 3,005.78   |                  |
| Tennis                             | Head          | \$ 3,005.78   |                  |
| Golf                               | Head          | \$ 3,005.78   |                  |
| Cross Country                      | Head          | \$ 3,005.78   |                  |
| Wrestling                          | Head          | \$ 3,005.78   |                  |
| Swimming                           | Head          | \$ 3,005.78   |                  |
|                                    |               |               |                  |
| <b>Level 4</b>                     |               |               |                  |
| HS Student Council                 | Head          | \$ 2,521.19   | 7.44%            |
| Winter Cheer                       | Head          | \$ 2,521.19   |                  |

|                     |               |             |       |
|---------------------|---------------|-------------|-------|
|                     |               |             |       |
| <b>Level 5</b>      |               |             |       |
| Tennis              | 1st Assistant | \$ 2,402.59 | 7.09% |
| Golf                | 1st Assistant | \$ 2,402.59 |       |
| Cross Country       | 1st Assistant | \$ 2,402.59 |       |
| Wrestling           | 1st Assistant | \$ 2,402.59 |       |
| Swimming            | 1st Assistant | \$ 2,402.59 |       |
|                     |               |             |       |
| <b>Level 6</b>      |               |             |       |
| Soccer- B           | 1st Assistant | \$ 2,372.09 | 7%    |
| Soccer- G           | 1st Assistant | \$ 2,372.09 |       |
|                     |               |             |       |
| <b>Level 7</b>      |               |             |       |
| Speech              | 1st Assistant | \$ 2,050.16 | 6.05% |
|                     |               |             |       |
| <b>Level 8</b>      |               |             |       |
| Annual/Media Events | Advisor       | \$ 1,873.95 | 5.53% |
| Winter Cheer        | 1st Assistant | \$ 1,873.95 |       |
|                     |               |             |       |
| <b>Level 9</b>      |               |             |       |
| Soccer- B           | 1st Assistant | \$ 1,606.24 | 4.74% |
| Soccer- G           | 1st Assistant | \$ 1,606.24 |       |
| Fall Cheer          | Head          | \$ 1,606.24 |       |
|                     |               |             |       |
| <b>Level 10</b>     |               |             |       |
| HS Choir            | Advisor       | \$ 1,423.25 | 4.20% |
| HS Band             | Advisor       | \$ 1,423.25 |       |
|                     |               |             |       |
| <b>Level 11</b>     |               |             |       |
| Football            | MS            | \$ 1,335.15 | 3.94% |
| Football            | MS            | \$ 1,335.15 |       |
| Basketball- B       | MS            | \$ 1,335.15 |       |
| Basketball- B       | MS            | \$ 1,335.15 |       |
| Basketball- G       | MS            | \$ 1,335.15 |       |
| Basketball- G       | MS            | \$ 1,335.15 |       |
| Volleyball          | MS            | \$ 1,335.15 |       |
| Volleyball          | MS            | \$ 1,335.15 |       |
| Track               | MS            | \$ 1,335.15 |       |

|                            |               |                    |       |
|----------------------------|---------------|--------------------|-------|
| Track                      | MS            | \$ 1,335.15        |       |
| Pep Band                   | Advisor       | \$ 1,335.15        |       |
| MS Student Council         | Advisor       | \$ 1,335.15        |       |
| Fall Cheer                 | 1st Assistant | \$ 1,335.15        |       |
|                            |               |                    |       |
| <b>Level 12</b>            |               |                    |       |
| MS Band                    | Advisor       | \$ 942.06          | 2.78% |
| Jazz Band                  | Advisor       | \$ 942.06          |       |
| MS Choir                   | Advisor       | \$ 942.06          |       |
|                            |               |                    |       |
| <b>Level 13</b>            |               |                    |       |
| Elem Music                 | Advisor       | \$ 589.63          | 1.74% |
| Science Fair               | Advisor       | \$ 589.63          |       |
| Prom Advisor               | Advisor       | \$ 589.63          |       |
|                            |               |                    |       |
| <b>Level 14</b>            |               |                    |       |
| Special Olympics           | Winter        | \$ 284.65          | 0.84% |
| Special Olympics           | Summer        | \$ 284.65          |       |
|                            |               |                    |       |
| <b>Special Assignments</b> |               |                    |       |
| Athletic Events            | Coordinator   | \$ 4,320.00        |       |
| Study Backs*               | HS            | \$ 1,620.00        |       |
| Study Backs*               | MS            | \$ 1,620.00        |       |
| SAP                        |               | \$ 216.00          |       |
| Forum                      | President     | \$ 324.00          |       |
| Forum                      | President     | \$ 324.00          |       |
| Forum                      | Secretary     | \$ 324.00          |       |
| Curriculum Pay             |               | \$27 per hr        |       |
| Lunch Supervision          |               | \$16.20 per 1/2 hr |       |

| <b>SCHEDULE "B"</b>                |               |               |                  |
|------------------------------------|---------------|---------------|------------------|
| <b>2022-23 EXTRA DUTY SCHEDULE</b> |               |               |                  |
|                                    |               |               |                  |
| <b>Level 1</b>                     |               | <b>AMOUNT</b> | <b>% of Base</b> |
| Football                           | Head          | \$ 4,268.42   | 12.41%           |
| Basketball-B                       | Head          | \$ 4,268.42   |                  |
| Basketball- G                      | Head          | \$ 4,268.42   |                  |
| Track                              | Head          | \$ 4,268.42   |                  |
| Volleyball                         | Head          | \$ 4,268.42   |                  |
|                                    |               |               |                  |
| <b>Level 2</b>                     |               |               |                  |
| Speech & Debate                    | Head          | \$ 3,869.44   | 11.25%           |
|                                    |               |               |                  |
| <b>Level 3</b>                     |               |               |                  |
| Football                           | 1st Assistant | \$ 3,050.84   | 8.87%            |
| Football                           | 2nd Assistant | \$ 3,050.84   |                  |
| Football                           | 3rd Assistant | \$ 3,050.84   |                  |
| Football                           | 4th Assistant | \$ 3,050.84   |                  |
| Basketball-B                       | 1st Assistant | \$ 3,050.84   |                  |
| Basketball-B                       | 2nd Assistant | \$ 3,050.84   |                  |
| Basketball- G                      | 1st Assistant | \$ 3,050.84   |                  |
| Basketball- G                      | 2nd Assistant | \$ 3,050.84   |                  |
| Track                              | 1st Assistant | \$ 3,050.84   |                  |
| Track                              | 2nd Assistant | \$ 3,050.84   |                  |
| Track                              | 3rd Assistant | \$ 3,050.84   |                  |
| Volleyball                         | 1st Assistant | \$ 3,050.84   |                  |
| Volleyball                         | 2nd Assistant | \$ 3,050.84   |                  |
| Tennis                             | Head          | \$ 3,050.84   |                  |
| Golf                               | Head          | \$ 3,050.84   |                  |
| Cross Country                      | Head          | \$ 3,050.84   |                  |
| Wrestling                          | Head          | \$ 3,050.84   |                  |
| Swimming                           | Head          | \$ 3,050.84   |                  |
|                                    |               |               |                  |
| <b>Level 4</b>                     |               |               |                  |
| HS Student Council                 | Head          | \$ 2,558.99   | 7.44%            |
| Winter Cheer                       | Head          | \$ 2,558.99   |                  |



|                     |               |             |       |
|---------------------|---------------|-------------|-------|
|                     |               |             |       |
| <b>Level 5</b>      |               |             |       |
| Tennis              | 1st Assistant | \$ 2,438.61 | 7.09% |
| Golf                | 1st Assistant | \$ 2,438.61 |       |
| Cross Country       | 1st Assistant | \$ 2,438.61 |       |
| Wrestling           | 1st Assistant | \$ 2,438.61 |       |
| Swimming            | 1st Assistant | \$ 2,438.61 |       |
|                     |               |             |       |
| <b>Level 6</b>      |               |             |       |
| Soccer- B           | 1st Assistant | \$ 2,407.65 | 7%    |
| Soccer- G           | 1st Assistant | \$ 2,407.65 |       |
|                     |               |             |       |
| <b>Level 7</b>      |               |             |       |
| Speech              | 1st Assistant | \$ 2,080.90 | 6.05% |
|                     |               |             |       |
| <b>Level 8</b>      |               |             |       |
| Annual/Media Events | Advisor       | \$ 1,902.04 | 5.53% |
| Winter Cheer        | 1st Assistant | \$ 1,902.04 |       |
|                     |               |             |       |
| <b>Level 9</b>      |               |             |       |
| Soccer- B           | 1st Assistant | \$ 1,630.32 | 4.74% |
| Soccer- G           | 1st Assistant | \$ 1,630.32 |       |
| Fall Cheer          | Head          | \$ 1,630.32 |       |
|                     |               |             |       |
| <b>Level 10</b>     |               |             |       |
| HS Choir            | Advisor       | \$ 1,444.59 | 4.20% |
| HS Band             | Advisor       | \$ 1,444.59 |       |
|                     |               |             |       |
| <b>Level 11</b>     |               |             |       |
| Football            | MS            | \$ 1,355.16 | 3.94% |
| Football            | MS            | \$ 1,355.16 |       |
| Basketball- B       | MS            | \$ 1,355.16 |       |
| Basketball- B       | MS            | \$ 1,355.16 |       |
| Basketball- G       | MS            | \$ 1,355.16 |       |
| Basketball- G       | MS            | \$ 1,355.16 |       |
| Volleyball          | MS            | \$ 1,355.16 |       |
| Volleyball          | MS            | \$ 1,355.16 |       |
| Track               | MS            | \$ 1,355.16 |       |

|                            |               |                    |       |
|----------------------------|---------------|--------------------|-------|
| Track                      | MS            | \$ 1,355.16        |       |
| Pep Band                   | Advisor       | \$ 1,355.16        |       |
| MS Student Council         | Advisor       | \$ 1,355.16        |       |
| Fall Cheer                 | 1st Assistant | \$ 1,355.16        |       |
|                            |               |                    |       |
| <b>Level 12</b>            |               |                    |       |
| MS Band                    | Advisor       | \$ 956.18          | 2.78% |
| Jazz Band                  | Advisor       | \$ 956.18          |       |
| MS Choir                   | Advisor       | \$ 956.18          |       |
|                            |               |                    |       |
| <b>Level 13</b>            |               |                    |       |
| Elem Music                 | Advisor       | \$ 598.47          | 1.74% |
| Science Fair               | Advisor       | \$ 598.47          |       |
| Prom Advisor               | Advisor       | \$ 598.47          |       |
|                            |               |                    |       |
| <b>Level 14</b>            |               |                    |       |
| Special Olympics           | Winter        | \$ 288.92          | 0.84% |
| Special Olympics           | Summer        | \$ 288.92          |       |
|                            |               |                    |       |
| <b>Special Assignments</b> |               |                    |       |
| Athletic Events            | Coordinator   | \$ 4,320.00        |       |
| Study Backs*               | HS            | \$ 1,620.00        |       |
| Study Backs*               | MS            | \$ 1,620.00        |       |
| SAP                        |               | \$ 216.00          |       |
| Forum                      | President     | \$ 324.00          |       |
| Forum                      | President     | \$ 324.00          |       |
| Forum                      | Secretary     | \$ 324.00          |       |
| Curriculum Pay             |               | \$27 per hr        |       |
| Lunch Supervision          |               | \$16.20 per 1/2 hr |       |

\*Should a teacher not be available for the Study Backs assignment, classified staff members may accept the assignment under the same circumstances.