

**WEST GLACIER ELEMENTARY
MASTER AGREEMENT
2016-2018**

Preamble

This agreement is made and entered into this 1st day of July, 2016 ending June 30th, 2018 between the Board of Education on behalf of the West Glacier School District No. 8, herein referred to as the Board or District and the West Glacier Education Association, herein referred to as the Association.

ARTICLE I DEFINITIONS

- TEACHER:** Teachers are defined as all employees of the West Glacier School District who are certified and whose position required such certification in Class 1, 2, 3, 4, or 5 as provided for in §20-4-106, MCA, (2005), but excluding temporary or substitute teachers, individuals excluded by §39-31-103, MCA (2005), and all other employees.
- DAY:** Day shall mean school day excluding holidays, except as otherwise specified by this document.
- AGREEMENT:** The Collective Bargaining Agreement entered into and formally ratified by the Association and the Board.
- BASE:** Salary amount in B.A. lane at step 1 (Zero years of experience).
- FAMILY:** The “immediate family” is defined as father, mother, sister, brother, husband, wife, children, grandparents, grandchildren, spouse's parents and/or care recipient of the employee.
- TENURE:** After a teacher has signed his/her fourth consecutive contract with the District, that teacher has “tenure” and the tenure laws as stated in MCA will apply.

ARTICLE II RECOGNITION

The Board recognizes the West Glacier Education Association as the exclusive bargaining agent for Teachers (see Article I).

ARTICLE III TERMS OF THE AGREEMENT

- A: CONFORMITY TO LAW**
If any provisions of this Agreement shall be found contrary to law, such provisions 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. Within twenty (20) days of such decisions the parties will meet to mutually agree upon amendment to

this Agreement that will resolve the item contrary to law. Such amendment must be in writing and signed by representatives of both parties.

B: PRO-RATED BENEFITS

All benefits set forth in this Agreement shall be prorated as follows: part-time teachers shall receive part-time salary, insurance, preparation time and other benefits in proportion to their hours compared to forty (40) hours per week. However, a part-time teacher must work twenty (20) hours or more to receive the prorated benefits as outlined in Article XIII of this Agreement.

C: CERTIFIED PART-TIME TEACHERS

All teachers (full and part-time) will be placed on the salary schedule according to their education and years of experience.

ARTICLE IV NEGOTIATIONS

A: RENEWAL

This Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless either party gives notice to the other party, not later than ninety (90) days prior to the expiration date or any anniversary thereof, of its desire to reopen certain provisions of the Agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions.

A: INFORMATION

Upon request, the District will supply the Association with appropriate information concerning financial and teacher related statistics that is available at no cost to the Association. This does not require the District to summarize or analyze the information for the Association.

B: RATIFICATION

The Board and the Association's negotiating team shall promptly take the tentative agreement to the Board and the teachers for a ratification vote. The tentative Agreement shall be deemed ratified when a majority of the teachers of the District and the Board have voted to accept the tentative agreement.

ARTICLE V NON-DISCRIMINATION

A: DEFINED PARAMETERS

The Board shall not discriminate against any teacher based upon age, gender, marital status and or change in marital status, pregnancy, parenthood, race, color, national origin, religion, political affiliation, years of employment or active membership in Association.

B: FREEDOM OF EXPRESSION

Freedom of individual expression shall be recognized as guaranteed by applicable law.

ARTICLE VI CONTRACT DAYS AND HOURS

A: WORK YEAR

A standard teacher's contract shall consist of the adopted school calendar. This will include instruction days in session and 7 PIR (pupil instruction related) days as defined by OPI. Any extensions of a teacher's contract shall be mutually agreed to in writing, and paid at the teacher's daily rate of pay.

B: WORK DAY

1. The teacher work day shall be nine and one half (9 ½) hours Monday – Thursday inclusive of a thirty (30) minute duty free lunch.
2. Each classroom teacher will have 4 – 5 hours of time during the week for the purpose of planning or preparation exclusive of recess time. The intent of this time is to provide for lesson planning, professional reading, visitation of other classes or engaging in activities that will improve teacher performance and student learning.
3. Staff will attend mandatory Friday staff meetings as scheduled by the Lead Teacher, not to exceed nine and a half (9.5) hours per month.
4. Any teacher who attends additional required work days beyond the 152 days will be compensated at \$15 per hour for each six hour work day, not to exceed 24 hours. Additional hours are to be submitted by June 1 and approved by the Lead Teacher.

ARTICLE VII LEAVE

A: LEGAL LEAVE

A teacher called for jury duty or subpoena by court shall receive his/her regular salary for the time necessary and remit to the District the stipend received as compensation for such duties.

B: PERSONAL LEAVE

1. Thirty eight (38) hours of personal leave with pay will be granted to all teachers for each school year.
2. Teacher will be allowed to sell back up to nineteen (19) hours of unused personal leave at full sub pay or will be allowed to sell back nine and a half (9.5) hours and carry over nine and a half (9.5) hours of personal leave from the previous year for a maximum of forty seven and a half (47.5) hours.
3. Personal leave will not be granted for vacations the day before or after holidays, or two (2) weeks after the beginning of the school year or two (2) weeks before the end of the school year unless allowed with prior Lead Teacher approval.

4. Request to the Lead Teacher will be made as early as possible but no later than twenty four (24) hours prior to the date personal leave is to begin. No more than two (2) instructional staff members shall be absent for personal leave at one time.

C: SICK LEAVE

1. One hundred fourteen (114) hours annually at full salary will be provided for each teacher for personal or family illness, disability, or medical appointments. Unused days of sick leave per year will be allowed to accumulate to eight hundred fifty five (855) hours at full salary. Any days beyond those accumulated shall be leave without pay.
2. "Family" shall refer to the teacher's spouse, children, parents, spouse's parents, siblings, and grandparents. Children shall include the teacher's natural born, adopted and step children and all children under the teacher's legal guardianship and/or foster care.
3. Teachers returning for the following school year have the option of Sick Leave Buyout for sick leave accumulated beyond 480 hours. The sick leave buyout will be paid at the end of the current school year at the substitute teacher pay rate for that year. If not bought out, it will continue to apply toward the maximum amount of sick leave allowed by this contract. Notice for the buyout must be submitted by June 1.
4. At any time of the contract year, a teacher may donate unused sick days to another teacher. Sick Leave donated but not used shall be returned to the donor at the end of the fiscal year in which the leave was donated.
5. Teachers with a minimum of five (5) years of experience in the West Glacier School District, who are not returning for the next school year, will receive payment for half the accumulated sick days at the current substitute teachers pay rate per day at the end of their final school year.

D: MATERNITY LEAVE

1. A teacher with the District may take leave of absence from her position for pregnancy upon recommendation of her physician.
2. The leave shall be with pay only to the extent of accumulated sick leave and unused personal days in accordance with sick leave provisions in this agreement.
3. The teacher may take two (2) weeks leave for paternity purposes to be with his wife and/or child during and after delivery.
4. The teacher may take a total of up to eighteen (18) continuous calendar weeks leave in the period immediately preceding and following childbirth. Maternity leave may be extended for medical reasons.
5. A teacher shall give notice of her due date to the Board as soon as possible.
6. A teacher returning from unpaid maternity leave will be returned to her former or comparable position. If the leave is for one semester or less, the teacher shall be granted an additional year's experience upon returning to the District. If the leave is more than one semester, no additional year of experience shall be granted.

E: BEREAVEMENT LEAVE

Each teacher shall be granted sixty six and a half (66.5) hours leave for an immediate family member as defined in C.2 of this Article at full salary. Each teacher shall be granted thirty eight (38) hours leave for extended family and special situations. The teacher shall notify the Board and Lead Teacher of the need for bereavement leave and into which category the leave falls.

F: LEAVE OF ABSENCE

1. Upon written request to the Board prior to April 1, a one year leave of absence without pay may be granted to any teacher who has attained four (4) years of service within the District.
2. No more than one (1) teacher per year will be allowed to take a leave of absence.
3. Leaves will be considered in order of receipt of the requests by the Board.
4. The employee returning from leave of absence will be returned to his/her former or comparable position.
5. Written notice by the teacher of the intent to return or not to return to the District shall be received no later than February 1. Failure to notify the Board of such intent by said date shall free the District from the obligation to hold a position for the teacher.
6. The year on leave of absence shall not count toward experience for salary advancement, except with Board approval upon notice of return.
7. The year of leave of absence may be used to advance lanes for education if enrolled in an approved higher education program with documentation submitted to the Board for prior approval.

G: PROFESSIONAL LEAVE

1. Each teacher shall be granted three (3) days of paid professional leave to attend training seminars related to the profession.
2. Request for professional leave must be received by the Head Teacher/Administrator in advance.

ARTICLE VIII WORKING CONDITIONS

A: PERSONNEL FILES

1. The personnel file is intended for the confidential use of the District in evaluating the performance of the teacher, and none of the contents shall be released to anyone without the written consent of the teacher unless the District is served a proper court order.
2. Each teacher shall have the right, upon request, to review the contents of his/her personal personnel file. No material regarding a teacher's conduct, service or character shall be placed in the file unless the teacher has had an opportunity to review said material and respond or rebut said materials.
3. There shall be only one (1) personnel file kept by the District on each employee.

B: EVALUATIONS

1. Teacher's evaluations shall be conducted in accordance with the District-adopted evaluation policy and County Superintendent.
2. Any change in evaluation policy should be mutually agreed to by a committee consisting of one (1) teacher and one (1) Board member.

C: AUTOMATIC REHIRING

A tenured teacher shall be automatically rehired unless Notice of Non-retention is received by the teacher prior to June 1. A non-tenured teacher shall be automatically rehired unless Notice of Non-retention is received by the teacher prior to June 1.

D: PERSONAL LIFE

The personal life of an employee is not an appropriate concern of the Board subject to restrictions in MCA 20-4-207. (2005)

E: JUST CAUSE

1. No employee shall be disciplined, reprimanded, suspended, reduced in rank or compensations, adversely evaluated, investigated, made subject to adverse Board review or public discussion, transferred, dismissed, non-renewed, terminated, or otherwise deprived of any professional advantage without just cause.
2. The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written reprimand, and suspension with or without pay, with termination or dismissal only as a final and last resort.
3. A non-tenured teacher may be non-renewed without cause in accordance with MCA 20-4-206.

ARTICLE IX REDUCTION IN FORCE (RIF)

A: DEFINITION

A reduction in force is defined as non-retention of any certified staff member due to lack of enrollment or funds.

B: ATTRITION

When a reduction in force becomes necessary, insofar as possible, the reduction will be effected through normal attrition. If the necessary reduction cannot be effected through normal attrition, certified staff will be reduced based on their certification and seniority (i.e. least senior teacher reduced first).

C: NON-RETENTION

Each employee non-retention action must be reviewed and approved by the Board of Trustees. Each employee must be counseled as much in advance of the anticipated action as possible regarding option and reasons for non-retention.

D: WRITTEN NOTICE

Written notice will be provided as much in advance as possible prior to May 15.

E: REINSTATEMENT

The District will maintain a roster of staff that have been laid off and will offer reinstatement of laid off staff as vacancies occur based on their seniority and certification (i.e. most senior teacher recalled first). No new certified staff member can be hired while there is certified staff eligible for recall willing to accept reinstatement. A teacher's right to recall will terminate two (2) years after the effective date of his/her layoff.

F: NOTICE

Notice or reinstatement shall be mailed to the teacher in writing at his/her last known address according to School District records. The employee must accept or reject the offer within twenty (20) days following receipt of the offer. If the offer is rejected by the employee, he/she loses all rights to the position offered but may remain on the roster for future openings, if so desired.

G: RIF vs. NON-RETENTION

Reduction in Force shall not be used as an alternative to non-retention for just cause. Employees who have been non-retained based on evaluation of their teaching performance will not be placed on the recall list.

H. SENIORITY

Seniority will be computed from employee's most recent state of continuous employment in any position in the bargaining unit. When seniority is equal between/among employees, their ranking shall be determined by the higher education level as indicated by current placement on the salary schedule. When seniority and education level are equal between/among employees, their ranking shall be determined by the drawing of lots.

ARTICLE X CREDIT HOURS FOR ADDITIONAL SALARY

A: HOURS OF CREDIT

1. Hours of credit must have been earned subsequent to the granting of the Bachelor's Degree or Master's Degree if in the M.A. lanes.
2. The credit hours must have been earned toward an advanced degree and/or improve professional competence in the classroom or toward an approved specialized role in the school.
3. Within a period of five (5) years, credits cannot be duplicated for purposes of salary advancement.

4. Credits for advancement on the salary scale which are among those approved by the State of Montana for recertification must be reviewed by the Lead Teacher/Board Designee and certified acceptable to the Board at the September meeting.
5. Credits must have been earned prior to September 1 of the current school year, and a record from an accredited college or university sent to the District no later than September 20th of the school year for which they apply, and the official transcript no later than October 15th of the school year for which they apply.
6. A letter of intent to move horizontally on the salary scale shall be given to the Lead Teacher no later than May 1st of each year and placed in personnel file.

ARTICLE XI EXTRA DUTY COMPENSATION

A: Lead Teacher/Administrative Team members shall negotiate annually.

ARTICLE XII TRAVEL PAY, EXPENSE

A: MILEAGE

When, in the course of employment, a teacher is required to provide his/her own transportation, the teacher shall be paid at the current state mileage rate as of January 10th of each year.

B: REIMBURSEMENT OF EXPENSES

Teachers incurring authorized expenses in the course of their employment shall be reimbursed for the receipted expenses, and payment shall be paid on the next nearest regular pay period.

ARTICLE XIII BENEFITS

A: ADDITIONAL BENEFITS

1. The School District will pay up to \$408 per month for each full time teacher. Teachers employed less than full time will receive benefits on a prorated basis. Carolyn Wieringa will be grandfathered in; the District will pay the amount of \$700 per month toward benefit.
2. All benefits under this article shall remain in force during the life of this Agreement and until a successor agreement has been ratified.
3. Teacher on an approved unpaid Leave of Absence under Article VII (F) shall also qualify for this coverage, but shall not receive the benefit commencing with the effective date of the approved leave.
4. Re-opener – If a session of the Montana Legislature enacts a statewide K-12 Public Health Insurance Program during the term of this Agreement, the parties mutually agree to bargain over the impact of participating in the program provided either

party give notice to the other within forty five (45) days of the enactment of its intention to bargain over these matters.

B: INCENTIVE SCHOLARSHIP FUND

1. The District shall establish a scholarship fund consisting of an annual contribution of \$300 per teacher.
2. The purpose of the fund will be to provide incentive funds for “enrichment activities” not limited to courses taken for academic credit.
3. The Lead Teacher/Board will approve applications for use of fund monies.
4. A Fund of \$1500 for Professional Development shall be set aside to be used for National/Regional Conferences. Teachers can participate on a rotating schedule pending board approval prior to the Conference.

ARTICLE XIV GRIEVANCE PROCEDURE

A: DEFINITION

1. For the purpose of this Agreement, a Grievance is defined as a difference of opinion regarding the application, meaning, or interpretation of this Agreement.
2. A Grievant is a teacher(s) or the Association. When the Association files a Grievance on the behalf of the teacher(s), each teacher affected must sign the Grievance.

B: EFFORT

Effort shall be made to settle grievances at the lowest possible “level of the Grievance Procedure”.

C: PROCESS

Grievance will be processed in the following manner and within the stated time limits. Failure to meet time limits hereafter stated shall constitute waiver of the grievance.

Step 1: An aggrieved teacher shall promptly attempt to resolve the grievance informally between the teacher and his/her immediate supervisor. If the grievance is not resolved informally, it shall be documented in writing by the teacher who shall submit it to the supervisor within nine (9) school days after the facts upon which the grievance is based first occurred or first become known to the teacher. The supervisor will reply in writing to the teacher within four (4) school days after receipt of the written grievance.

Step 2: If the grievance is not settled in Step 1 and the teacher wishes to appeal the grievance, the teacher may submit the grievance in writing to the School Board within six (6) school days following the Lead Teacher’s response. The Board shall, within eighteen (18) school days of receipt of the appeal, hold a hearing to hear the appeal of the Supervisor’s decision. If the supervisor or other staff members are involved, they shall be present to present the facts as they see

them. The Board shall, within nine (9) school days of the hearing, present its decision in writing to the Grievant.

Step 3: A grievance not settled in Step 2 of the Grievance Procedure may be appealed to arbitration by the grievant party by submitting a request for arbitration to the Board within six (6) school days of receipt of the Board's decision in Step 2. The parties or their designated representatives shall attempt to select an impartial arbitrator within four (4) days of receipt of the appeal. Failing to do so within eight (8) days, the Association shall request the Board of Personnel Appeals to submit a list of seven (7) arbitrators to the parties. Within eight (8) days of receipt of the list, the parties will select an arbitrator by striking names in alternating order until one name remains. The arbitrator shall schedule a hearing on the Grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. A decision of the arbitrator shall be binding upon the parties. Each party shall bear the travel and lodging costs of producing their own witness, representation and preparation of exhibits and other materials. The fee and expenses of the arbitrator will be shared equally between the Association and the Board.

D: CONDITIONS

No reprisal will be taken by either party as a result of their testimony or participation in a grievance.

ARTICLE XV PROFESSIONAL COMPENSATION

A: BASIC COMPENSATION

1. The salary schedule reflected in Appendix A is attached hereto, and by this reference made part hereof. On this scale the steps are numbered starting with the number "1", for example, the BA column recognizing "0" years of experience will be numbered "1", the BA column recognizing "5" years of experience will be numbered "6".
2. Salary increments are based upon experience and educational advancements.
3. Only one (1) horizontal move will be allowed per year.

B: SALARY DISBURSEMENT

1. Teachers may elect to receive his/her pay in 10 or 12 equal monthly payments, to be paid on or before the 20th of the month.
2. Teachers shall be paid on or before the 20th day of June, but as expediently as permitted by computer accounting with the County Superintendent, provided all duties have been completed and all records and required reports have been received by the Lead Teacher.

ARTICLE XVI TEACHER AND ASSOCIATION RIGHTS

A: REPRESENTATION BY ASSOCIATION

1. For the purpose of representation, each teacher who is not an Association Member shall pay the Association an amount no greater than the annual unified membership dues as a condition of employment, the actual amount to be determined by the Association consistent with applicable law.
2. Each individual employment contract will contain this authorization for payroll deduction of the representation fee, which will be handled in the same manner as dues deduction: *"I hereby authorize and direct the District to deduct from my monthly paycheck such monies as are required to pay the Association's representation fee and the pay these monies over to the Association."*
3. It is understood that the District is responsible only to deduct and to transmit such funds as are appropriate under the provisions, and the Association shall defend and hold harmless the District from any suit alleging misuse of funds by the Association.

B: ASSOCIATION BUSINESS

1. Representatives of the Association will be permitted to transact Association business on school property, provided that it does not disrupt normal operations. Association representatives will be allowed to receive and make phone calls and other communications during school hours but not during instructional periods. Subject to availability and with advance notice, the Association will be allowed to use school buildings for meetings.
2. In addition, with administrative permission, the Association may use such office equipment as computer, typewriters, copiers, etc., when such are not otherwise in use and subject to paying the cost for any paper used.

C: FAIR TREATMENT

1. No employee will be subject to adverse action for participation in the lawful activities of the Association.
2. No tenured teacher will be disciplined, dismissed, non-renewed or terminated except for just cause.
3. An employee will be entitled to an Association representative when required to appear before the Board or its agents on any matter which could adversely affect his/her employment and/or working conditions. An employee will be given prior written notice of the reason for such an appearance and will be advised in advance of his/her right to representation.

ARTICLE XVII DURATION

This contract shall remain in force and effect from July 1, 2016 to and including June 30, 2018. Retroactivity, with respect to District Benefits, will be handled in the following manner: each teacher will be issued a lump sum check for the full amount (without withholdings) due him/her within thirty (30) days of signature.

Dated this _____ day of _____ 2016.

FOR THE BOARD OF TRUSTEES:

FOR THE ASSOCIATION:

Board Chair

Association President

Yrs Exp	BA	BA+15	BA+30	BA+45	Masters/ BA+60	MA+15/ BA+75
1	\$26,208	\$26,994	\$27,807	\$28,593	\$29,379	\$30,165
2	\$27,099	\$27,964	\$28,855	\$29,720	\$30,585	\$31,450
3	\$27,990	\$28,934	\$29,903	\$30,847	\$31,790	\$32,734
4	\$28,881	\$29,903	\$30,952	\$31,974	\$32,996	\$34,018
5	\$29,772	\$30,873	\$32,000	\$33,101	\$34,201	\$35,302
6	\$30,663	\$31,843	\$33,048	\$34,228	\$35,407	\$36,586
7	\$31,554	\$32,812	\$34,097	\$35,355	\$36,613	\$37,871
8		\$33,782	\$35,145	\$36,482	\$37,818	\$39,155
9		\$34,752	\$36,193	\$37,608	\$39,024	\$40,439
10		\$35,724	\$37,242	\$38,735	\$40,229	\$41,723
11			\$38,290	\$39,862	\$41,435	\$43,007
12			\$39,338	\$40,989	\$42,640	\$44,292
13			\$40,387	\$42,116	\$43,846	\$45,576
14				\$43,243	\$45,052	\$46,860
15				\$44,370	\$46,257	\$48,144
16				\$45,497	\$47,463	\$49,428
17				\$46,624	\$48,668	\$50,712
18				\$47,748	\$49,874	\$51,997
19				\$48,875	\$51,079	\$53,281
20				\$50,002	\$52,285	\$54,565

Career Increment: Any teacher who has been on the last step of the BA +45, BA +60/Masters, and MA +15/BA +75 column for one (1) or more years will receive a career increment equal to 3.5% of the base salary for the school year.

At the Boards discretion, any new hired employee may receive up to five (5) years credit on the salary schedule for previous teaching experience.