

COLLECTIVE BARGAINING AGREEMENT

Between

PLENTYWOOD SCHOOL DISTRICT #20

And the

PLENTYWOOD EDUCATION ASSOCIATION

For

2021-2022

2022-2023

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## **ARTICLE I – DEFINITIONS**

### **Section 1.1 – School District, School Board**

The terms “School Board”, and “School District”, shall mean School District No. 20 and Plentywood School District, Plentywood, Montana, its Board of Trustees or designated representative(s) of the Board.

### **Section 1.2 – PEA, Association**

The terms “PEA” and “Association” shall refer to the Plentywood Education Association, or its designated representatives.

### **Section 1.3 – Meet and Negotiate**

“Meet and negotiate” means the performance of the mutual obligations of the School District and the Association to meet at reasonable times, with the good faith intent of entering into an agreement with respect to terms and conditions of employment; provided, that by such obligations neither party is compelled to agree to a proposal or required to make a concession.

### **Section 1.4 – Meet and Confer**

“Meet and confer” means the exchange of views and concerns between the School District and the Association.

### **Section 1.5 – Superintendent**

The terms “Superintendent” and “Superintendent of Schools” shall refer to the chief administrative office of the School District.

### **Section 1.6 – Administration or Administrator**

The terms “Administration” or Administrator(s)” when used herein shall refer to management officials and supervisory employees, designated by the School District, to act for or in interest of the School District.

### **Section 1.7 – Teacher or Employee**

The term “Teacher(s)” or “Employee(s)” as used herein shall mean a member of the appropriate unit as defined in this Agreement.

## **ARTICLE II – RECOGNITION OF REPRESENTATIVE**

### **Section 2.1 – Recognition**

The School District recognizes the Plentywood Education Association affiliated with the Montana Education Association as the exclusive representative of teachers employed by the School District as defined in the appropriate unit.

## **Section 2.2 – Appropriate Unit**

The exclusive representative shall represent the members of the appropriate unit, which shall consist of all teachers, counselors and librarians. The unit shall not include the superintendent or principals and part-time employees, substitute teachers, and all other employees.

## **ARTICLE III – ASSOCIATION RIGHTS**

### **Section 3.1 – Right to Organize**

The Board hereby agrees that all teachers shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The Board further agrees that it will not discriminate against any teachers exercising any right granted by the Public Employees Bargaining Act of this Agreement. The Association shall have the right to conduct association business beginning at 5 minutes after the last class dismissal as needed.

### **Section 3.2 – Dues Check off**

The School District shall deduct from the salaries of teachers, such monies for the association as said teachers individually authorize the School District to so deduct. The Association will certify to the School District the current rate of membership dues and the names and individuals who have joined the Association and will submit to the School District cards signed by the individual teacher authorizing deduction by the School District.

The Association agrees to indemnify and hold harmless the School District, the Board, each individual Board Member and all administrators against any and all Claims, suits, or other forms of liability, and all court costs arising out of the Provisions in this Agreement between the parties for dues and fee deductions.

### **Section 3.3 – Use of School Property and Equipment**

The Association shall have the right to conduct association business beginning at 5 minutes after the last class dismissal. All other business to be conducted after working hours, which are considered one half hour before, and after the school hours. The Association shall have the right to use the school equipment provided it is not in use and that consumable supplies be paid for by the Association.

### **Section 3.4 – Association Announcements**

The Association shall be allowed to make announcements during faculty meetings and in daily bulletins. They shall be allowed to use bulletin boards in the faculty room for announcements and to use mailboxes for distribution of Association mail.

### **Section 3.5 – Information**

The Board agrees to provide upon request to the Association any information, which is available to the public including salaries and educational background of all teachers.

### **Section 3.6 – Association Leave**

- A. Teachers who are elected or appointed to represent the Association, or its affiliates, shall be granted leave without loss of pay to attend state, regional or national meetings. Notice of intention to use Association leave shall be given to the Superintendent by the Association President at least 3 days in advance of usage except in case of emergency. The Association will reimburse the School District in an amount representing the current substitute rate of pay for each day a teacher is absent whether or not a substitute is hired. The aggregate number of days shall not exceed 10 days per school year.
- B. Association convention: Leave without loss of pay shall be granted to Teachers of the Association for attendance at the Annual Association Convention provided the state allows credit as 2 PIR days.

## **ARTICLE IV – TEACHERS’ RIGHTS**

### **Section 4.1 – State Code Rights**

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under Montana School Laws or other applicable laws, court decisions and regulations.

### **Section 4.2 – Employee Discipline**

No teacher shall be reduced in compensation or suspended without pay or dismissed during the term of his/her individual contract except for just cause. In the event of dismissal during the term of his/her contract, the teacher may elect his/her statutory appeal right as provided by Montana Statutes, or if the teacher so elects, may appeal through the grievance procedure. In the event the teacher elects the statutory appeal process, the teacher shall not be permitted to utilize or pursue the grievance procedure. The Board agrees to follow a policy of progressive discipline, which minimally includes verbal warning, reprimand, suspension without pay, and termination or dismissal as a final and last resort. As an initial action by the Board, a teacher may be dismissed or suspended for immorality, unfitness, incompetence, or violation of rules.

### **Section 4.3 – Teacher’s Personnel File**

- A. A teacher’s personnel file (excluding the confidential portion) shall be open to that teacher or any party that that teacher so designates. The confidential portion shall include only college credentials and letters of recommendation from former employers.
- B. The teacher will be informed in writing of all additions to his/her file with these exceptions:
  - 1. Items received from the teacher;
  - 2. Additions requested by the teacher;
  - 3. Items bearing the teacher’s signature;
  - 4. Items relating to certification, credits, or college courses;
  - 5. Any item when a copy is given to the teacher.
- C. All items relating to an individual teacher shall be kept in a single official

file. Documents may not be permanently removed from the file without the mutual consent of the teacher and the Superintendent. When an item is temporarily removed from the file, a notification card will be placed in the file.

- D. A copy of the teacher's evaluation must be placed in his/her personnel file. If in disagreement with the evaluation the teacher will have the right to place a dissent in the file within 10 days after receipt of a copy of the evaluation.

#### **Section 4.4 – Political and Citizenship Rights and Responsibilities**

All teachers under contract shall be guaranteed full equality with other citizens in the exercise of their political rights and responsibilities, including such activities as performing jury duty, voting, discussing political issues, campaigning for candidates, and running for and serving in political office. (For jury duty and absence for political office see Section on leaves, Article 10, Section 10).

#### **Section 4.5 – Dismissal –Tenure Teacher**

No tenure teachers shall be dismissed except for cause as provided by 20-4-207, MCA. The teacher may elect his/her statutory rights to seek redress through the appeal process provided in 20-4-207, MCA, or if the teacher so elects he/she may seek redress through the grievance procedure. In the event, however, the teacher elects to pursue the statutory appeal process, the teacher shall not be permitted to utilize or pursue the grievance procedure.

#### **Section 4.6 – Non-Tenure Teacher Severance Policy**

Every non-tenured teacher shall be entitled to the right of written notification by the Superintendent that his/her contract will not be renewed pursuant to Montana Statutes.

### **ARTICLE V – SCHOOL DISTRICT RIGHTS**

**Section 5.1** – The Board shall have duties and rights as listed by law in 20-3-324 and 39-31-303.

**Section 5.2** – The Association shall recognize any agent of the Board selected to represent it in any matter covered by this agreement as is evidenced by letter of appointment executed by the Board Chairman or the Clerk of the District. The exercise of the foregoing powers and duties by the Board, the adoption of policies, rules and regulations, and furtherance therewith, shall be limited only by the specific and express terms of this agreement and applicable laws of the State of Montana and the United States of America.

**Section 5.3** – The management of the District and the direction of its employees is vested exclusively in the Board. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the board in accordance with such policy or procedure as the Board may determine. Management rights will not be deemed to exclude other management rights not herein specifically enumerated.

**Section 5.4** – The salary reflected here should be a part of this agreement for this school year. Provided, however, if any special levy election for funding and proposed general fund budget is unsuccessful, the School Board shall declare the salary schedule null and void as soon as it decides to reduce the budgeted amount for teachers' salaries.



**Section 5.5** – The district shall have the right to bring a beginning teacher into the system at a higher year of experience on the salary chart (see Section 16.3). That teacher would then be frozen at that level before beginning to advance on the steps and lanes. They would, however, be allowed any cost of living or increase in base.

**Section 5.6** – In order to attract quality teachers to the Plentywood School District, newly hired teachers may be offered a signing bonus following acceptance of a full school year teaching contract. The Board of Trustees will have sole discretion as to whether bonuses will be offered to qualified staff for an upcoming school term but the amount of any bonus is limited to a total of \$6,000.00 per newly hired teacher and can only be made available to newly hired staff with five (5) years or less of acceptable teaching experience. If a bonus is offered to a newly hired teacher for a specific school term, the Board will be obligated to offer a similar bonus to each additional newly hired teacher who meets the aforementioned qualifying bonus criteria for that same school term. Signing bonuses are paid in six payments during the first three school years as follows: The first payment of \$1,000.00 is made upon acceptance of the District’s contract offer. The second payment of \$1,000.00 will be issued in January of the first school year. The third payment will be issued in September of the second school year. The fourth payment will be issued in January of the second school year. The fifth payment will be issued the in September of the third school year. The sixth payment will be issued in January of the third school year. This provision does not imply employment beyond the terms of each issued employment contract or otherwise adjust the Board’s authority under Section 20-4-206, MCA. Teachers will be required to sign a Bonus Repayment Agreement at the time of hire and will be required to repay any monies received as a signing bonus if they do not complete their contract year.

## **ARTICLE VI – SCHOOL DAY**

### **Section 6.1 – Work Day**

The time the student day commences may vary according to the needs of the educational program/s of the School District. The scheduling of school hours shall be designated by the Board of Trustees but when proposing to adopt changes to a previously adopted school term, school week, or school day, the trustees shall negotiate the changes with the recognized collective bargaining unit representing the employees affected with the changes. The present teacher’s workday shall be from 8:00 A.M. to 3:45 P.M. except for additional activities. A half-day will be defined as 11:36 a.m. serving as the mid-point for all certified staff.

### **Section 6.2 – Additional Activities**

In addition to the teacher’s workday, teachers are obligated to participate in faculty meetings, departmental meetings, parent conferences, in service meetings, noon duty and open house and similar professional activities as required by the School District. Teachers who choose to sell tickets will be given a free activity pass. **To receive a pass teachers need to work either one (1) football or two (2) volleyball/basketball sessions.** Other teachers may purchase a pass if they prefer. Staff who volunteer for additional activities (e.g. ticket taking beyond their 2 sessions, scorebook, clock, line judging, chain gang, S&D judging) and other volunteer duties approved by the Superintendent are eligible to earn up to two (2) additional discretionary days per

year to be used during the school year they are earned. One (1) discretionary day is equal to 8 volunteer hours.

### **Section 6.3 – Work Load**

- A. K-5 Teachers: K-5 Teachers will be excused from their classroom responsibilities while specialists are teaching their students. This time is to be used by teachers as a preparation period.
- B. 6-12 Teachers: 6-12 Teachers shall be provided an uninterrupted preparation period of one (1) period per day. The preparation period shall be scheduled within the student day.
- C. All teachers shall be provided a 30-minute uninterrupted lunch period except those teachers assigned lunch duties.
- D. Class Size: The School District shall, whenever possible, restrict class size to the limits set forth by the State Board of Education.

## **ARTICLE VII – ASSIGNMENTS AND TRANSFERS**

### **Section 7.1 – Assignments**

- A. The assignment of teachers shall be made by the Superintendent of Schools.
- B. Assignments will be under individual contracts beginning with the 1996-97 school year.
- C. Whenever practicable, each teacher shall be given written notice of his/her class subject assignment and room assignment for the forthcoming year not later than July 1<sup>st</sup>.

### **Section 7.2 – Voluntary Transfers**

- A. The movement of an employee to a different assignment, grade level or subject area shall be considered a transfer.
- B. Teachers who desire a transfer shall file a written statement of such desire through the principal to the Superintendent by April 1 of each year. Voluntary transfers shall be granted on the basis of experience, qualifications, seniority, and recommendation of the Superintendent.
- C. The District shall, upon request of the teacher, furnish in writing the reason(s) for a failure to grant the request for transfer.

### **Section 7.3 – Involuntary Transfers**

- A. The movement of an employee to a different assignment, grade level, or subject area shall be considered a transfer.
- B. The District shall, upon request of the teacher furnish in writing the reason(s) for the transfer.

- C. Involuntary transfers, if made, shall be made by the School Board.

## **ARTICLE VIII – GRIEVANCE PROCEDURE**

### **Section 8.1 – Grievance Definition**

A “grievance” is defined as a claim based on an event or condition which affects the condition or circumstance under which a teacher works which may be caused by violation, misinterpretation or inequitable application of board policies, statutes or terms of this Agreement.

### **Section 8.2 – Representative**

The School District may be represented during any step of this procedure by its designated representative. The teacher or teachers may be represented during any step of this procedure by the Association.

### **Section 8.3 – Definitions and Interpretations**

- A. The term “teacher”, except where otherwise indicated, is considered to apply to all members of the appropriate unit.
- B. An “aggrieved teacher” or “grievant” is the teacher or teachers or the Association making the claim.
- C. The time limits provided in the grievance procedure shall be strictly observed but may be extended by written agreement of the parties concerned.
- D. Reference to “day’s regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays, and holidays as defined by State Law.
- E. In computing any period prescribed or allowed by procedure herein, the date of the act, event, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- F. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.
- G. A form, which must be used for filing of grievance, shall be provided by the School District. Such form shall be readily accessible in all school buildings.

### **Section 8.4 – Adjustment of Grievance, Time Limitation and Waiver**

The parties 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: If a grievant believes there has been a grievance, he/she shall discuss the matter with the responsible administrator in an attempt to arrive at a satisfactory solution. If the grievance is not resolved as

a result of this meeting, the grievance shall be reduced to writing, setting forth the facts and the specific provisions of the agreement allegedly violated, and the particular relief sought. An alleged grievance must be presented in writing within twenty (20) days of the occurrence of the event, or within twenty (20) days of the time that the grievant through the use of diligence should have known of the alleged grievance.

- A. **Level I** – The written grievance, signed by the grievant involved must be presented to the responsible administrator within the time limits provided in Section 4. The responsible administrator shall meet with the grievant within seven (7) days after receipt of the written grievance and give a written answer to the grievance within five (5) days of the meeting. The grievant has five days in which to either accept the answer or appeal it in writing to the next level.
- B. **Level II** – If the grievance has not been resolved in Level I it may then be processed to Level II by presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within ten (10) days after receipt of the written appeal to discuss the problem with the grievant. Within seven (7) days of the meeting, the Superintendent or his/her designee shall submit his/her written answer to the grievant. The grievant has five (5) days in which to either accept the answer or appeal it in writing to the next level.
- C. **Level III** – If the grievance remains unsolved at Level II, it may then be processed to Level III by presenting the written grievance to the Board of Trustees. The Board of Trustees shall meet within ten (10) days after receipt of the written appeal to discuss the problem with the grievant. Within seven (7) days of the meeting, the Board of Trustees shall submit a written answer to the grievant. This decision shall be final.
- D. **Exceptions to Time Limits**
  - 1. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties.
  - 2. When a grievance is submitted on or after May 15, time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
  - 3. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through this grievance procedure until resolution.
- E. **Cooperation of the Employer** – The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further will furnish the Association such information as is requested for the processing of any grievance. No teacher involved in the investigation, processing, or hearing of any grievance shall suffer loss of salary or benefits.
- F. **Reprisals** shall not be taken against any party of interest in the grievance procedure by reason of such participation.
- G. If the Association is not satisfied with the disposition of the grievance at Level III, or if no disposition has been made within the time period provided, by the

grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty-one (21) days after it has received the decision at Level III. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

After notice of submission to arbitration, the Association shall request from the Montana Board of Personnel Appeals a list of qualified arbitrators. Within fourteen (14) days of receipt, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.

The arbitrator shall not consider any argument or evidence that the grievant, Exclusive Representative or School Board did not submit to the other side ten (10) days before arbitration.

The arbitrator shall consider the grievance and render a decision within sixty (60) days of the hearing or final submission of briefs, whichever is later. The arbitrator's decision shall be final and binding upon the parties.

Costs associated with binding arbitration shall be shared equally by the Plentywood Education Association and the School District. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the cost for the transcript. If both parties request transcripts, they shall equally share in the costs.

## **ARTICLE IX – TEACHER EVALUATION**

### **Section 9.1 – Procedure**

The School District shall maintain a uniform evaluation instrument for all teachers. The evaluation form may be changed during the term of this agreement as the School District deems advisable but a single uniform instrument shall be used at all times. The main purpose of the teacher evaluation shall be the improvement of professional performance. If the School District changes the evaluation instrument, the teachers shall be advised of the change.

- A. Teachers will be advised during pre-school workshops of the District's evaluation procedures. Except for substitutes, teachers joining the staff after the commencement of the school year shall be individually advised of the School District's evaluation procedures by the building principal.
- B. Evaluation is a continuous process, which will occur regularly throughout the teacher's service. The evaluation process for non-tenured and tenured teachers is detailed below.
- C. The Formal Evaluation Process will utilize an evaluation tool/format approved by the Montana Office of Public Instruction. The formal evaluation process will include the following steps in the process:
  - Goal-Setting Conference
  - Pre-Observation Conference
  - Post-Observation/Formative Conference
  - Summative Evaluation Conference

## Improvement Plan Conference – If needed

### **Non-tenured teachers –**

Non-tenured teachers will be formally evaluated requiring a written summary at least twice yearly utilizing the observation(s) process defined in Section 1 - C. The first observation and evaluation shall be made by December 1 and the second shall be made by March 1. The formal evaluation shall include the basis on which conclusions are made by the evaluator.

### **Tenured teachers –**

Tenured teachers will have a minimum of one informal observation every year as established by the building principal.

Every other year a tenured teacher will be scheduled to be formally evaluated utilizing the observation(s) process (as defined in Section 1 - C above). The formal evaluation will be completed by March 31.

**DEFINITIONS:** Each of the following definitions are used within the teacher evaluation process, but not all are required components of an individual teacher's evaluative process

1. **Informal Observation:** Any non-scheduled visit or observation by the evaluator to a classroom, instructional or performance activity. This may include a post-observation conference between the evaluator and the teacher. If the evaluator has a concern with any observation, then a post-observation conference shall be scheduled and completed within two weeks.
2. **Formal Observation Process:** A predetermined procedure of observation consisting of either the District's individual observation process including a post conference with a scheduled observation, or the District's system of walk-through observations by an administrator that has been prescheduled at the request of the evaluator or the teacher.
3. **Goal Setting Conference:** This conference is held so that the evaluator and teacher can discuss teacher goals and/or objectives, methods and materials to be used during instruction.
4. **Pre-observation conference:** This conference is held so that the evaluator can be apprised of the teacher's objectives, methods and materials planned for the time to be observed.
5. **Post-Observation Conferences:** These conferences are to provide feedback, identification of strengths and direction. The post-observation conference addressing areas of concern are to be documented by a written summary signed by the teacher and the evaluator.
6. **Peer Observation:** The process of peer observation involves teachers that review instruction through classroom observation and examination of instructional methods, materials used and lesson design. The process of peer observation is considered a vital part of teacher improvement.
7. **Written Evaluation:** A written summary of teacher performance based upon observations and the observation process used. The evaluation shall include all aspects of employee performance including what has been directly observed and/or what has been investigated and substantiated. This written summary shall be discussed with the teacher and signed by the teacher and the evaluator with a copy to the teacher and a copy to the teacher's personnel file. This evaluation discussion may also serve as the post-observation conference for the final observation.

### **Section 9.2 – Prohibition**

No mechanical or electronic devices shall be used by the School for the observation without the teacher's prior knowledge and consent. An administrator shall make all formal evaluations.

### **Section 9.3 – Personal Conference**

Each formal observation of a teacher shall be followed within ten (10) working days by a personal conference between the teacher and the administrator to discuss the observation and evaluation.

### **Section 9.4 – Copy of the Evaluation**

A written evaluation shall be made for each formal observation of the teacher's classroom performance, and a copy of that evaluation shall be given to the teacher within ten (10) working days of the formal observation and a copy shall be placed in the teacher's personnel file.

### **Section 9.5 – Improvement of Performance**

Should deficiencies be recorded in the work performance of a teacher, the Administration shall provide the teacher with specific, reasonable, written recommendations for improvement.

### **Section 9.6 – Employee Rights**

If the teacher believes the evaluation is incomplete or inaccurate, the teacher may submit any objections in writing which shall be attached to the file copy of the evaluation report, provided such written objections are furnished to the administrator within ten (10) working days after receipt of the evaluation report.

### **Section 9.7 – Effect**

The Superintendent shall develop and publish model evaluation instruments in collaboration with the MEA-MFT, Montana Rural Education Association, School Administrators of Montana, and the Montana Small School Alliance that comply with this rule. A school district adopting and using one of these models shall be in compliance and use of said instruments conforms to the requirements set forth in this section.

It is further understood, in the case of a tenured teacher, that prior to the School District taking a disciplinary action as described in Article IV, Section I, or a dismissal action as described in Article IV, Section 5, based upon the teacher evaluation, an evaluation shall be performed by a different administrator, and the procedures described in Sections 3, 4 and 5, of this Article shall also apply to such evaluation.

## **ARTICLE X – LEAVES OF ABSENCE**

### **Section 10.1 – Discretionary Leave**

- A. All regularly employed teachers will be granted 13 discretionary leave days for each year of service in the employee of the School District. Annual leave shall accrue monthly and is earned on a proportionate basis to the teacher's work year.

The School District shall notify each teacher in writing the number of days accrued at the completion or start of each year.

- B. A teacher in the School District shall be permitted to utilize the annual 13 day accrual, in advance of accrual. In the event that such leave days are utilized herein prior to the earning thereof, such days will be deducted from future accumulations. In the event that a teacher who has been permitted to utilize discretionary leave in advance of accrual under this provision should leave the employ of the School District, he/she shall be liable to the School District for any leave pay advanced beyond his/her earned accrual.
- C. A maximum of ten (10) unused discretionary leave days may accumulate each year to a maximum credit of 120 days of sick leave per teacher.
- D. The School District may require a teacher to furnish a medical certificate from a qualified medical provider as evidence of illness or injury, indicating such absence was necessary due to illness or injury, in order to qualify for discretionary leave pay for the use of more than three (3) consecutive leave days. In the event that a medical certificate will be required, the teacher will be so advised before he/she returns to school.

If a teacher is to miss more than four (4) consecutive days for illness or injury, the teacher may be allowed to draw additional consecutive days from their sick bank with a medical certificate from a qualified medical provider.

Up to 3 leave days may be used consecutively for non-medical purposes, based on the availability of substitutes. The utilization of more than 3 consecutive leave days for non-medical purposes requires prior Superintendent approval.

- E. Leave days allowed shall be deducted from the accrued discretionary leave days earned by the teacher.
- F. Salary deductions, over the leave allowed, shall be made at a rate of 1/#PI + PIR days of the teacher's annual salary.
- G. Paid discretionary leave shall not be granted for illness or disability occurring during the course of military, family, general or sabbatical leave.
- H. After accumulating one hundred twenty days (120) sick days, each certified staff member may contribute one to three days of sick leave remaining at year-end to a common sick leave bank or accrue them in his/her personal sick leave account. Certified staff employees who have exhausted their accumulated sick leave allowance may make reasonable withdraws upon written request to the Association provided there are sufficient days available in the bank. The sick leave bank shall have a limit of one hundred twenty (120) days. A report of contributions made each year must be made available to the District Clerk by June 15<sup>th</sup>.



- I. Leaves under this Article shall be granted only upon the demonstration by the applicant of critical need during the opening two weeks or the closing two weeks of the school year, the closing week of the first semester and the opening week of the second semester. Notification of intention to or application for permission to take leave under this section shall be submitted to the principal at least five (5) days working days, but no less than twenty-four (24) hours before taking such leave, except in the case of an emergency.
- J. All leaves granted under the provisions of this section will be in units of full day or half days.
- K. At the end of each school year the District will pay a certified substitute teacher wage (\$75.00) to each staff member who has reached the individual maximum of 120 sick days and has more than ten (10) leave days unused at the end of each school year. A maximum of three (3) days will be paid.

### **Section 10.2 – Critical Family Illness Leave**

- A. When the absence of a teacher is caused by critical illness in his/her immediate family, leave of absences without loss of salary and the utilization of sick leave will be granted for not to exceed three (3) total school days, the particular number of days allowed subject to approval by the Superintendent dependent upon circumstances surrounding the illness. In the event circumstances do not permit the prior written application for the leave, the teacher shall notify the principal or immediate supervisor, and upon the teacher's return, a written application will be promptly submitted to the Superintendent explaining the nature of the circumstance surrounding the absence. If the critical illness involves the teacher's spouse or child, additional days may be allowed at the discretion of the Superintendent, such days to be deducted from sick leave.
- B. Critical illness means illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside and shall include attendance at the birth of his or her child.
- C. Immediate family is defined as children, parents, siblings, grandchildren, grandparents, spouse, and like relatives of the spouse.

### **Section 10.3 – Bereavement Leave**

- A. When the absence of a teacher is caused by a death in his/her (or spouse's) immediate family, leave of absence without loss of salary and the utilization of sick leave will be granted for, not to exceed three (3) total school days, the particular number of days allowed subject to approval by the Superintendent, dependent upon the circumstances surrounding the death. School day absence beyond this leave will be counted as sick leave.
- B. Immediate family is defined as children, parents, siblings, grandchildren, grandparents, spouse, and like relatives of spouse.

### **Section 10.4 – Military Leave**

Military leave shall be granted by the School District pursuant to applicable laws.

### **Section 10.5 – Obligatory or Legal Leave**

Non-deductible absence, subject to the approval of the administration, may be granted in any case which binds a teacher legally to be absent from duty. This regulation applies specifically to court orders. Requests must be made in writing prior to absence. This leave is not available in cases where the teacher or the exclusive representative is participating in a cause of action or a grievance against the School District.

### **Section 10.6 – Family Leave**

- A. A tenured teacher shall be eligible for family leave, which shall be granted by the School District subject to provisions of this section. A non-tenured teacher may be granted family leave, subject to provisions of this section, at the discretion of the board. Family leave shall be granted because of the need to prepare and provide parental care for the child or children of the employee for an extended period of time. Care of an adopted child shall qualify for family leave.
- B. The leave application should be made to the Superintendent at least three (3) calendar months before commencement of the leave and must be made within thirty (30) days of the commencement of the leave, except in emergencies, and shall indicate the planned ending date of the leave, such leave not to exceed more than the remainder of the current school year plus one additional school year.
- C. The employee may return to full status upon advice of his/her physician, provided that such employee shall give a minimum of thirty days (30) notice prior to the beginning of the quarter grading period of which she/he intends to return. The employee shall be assigned the same position which she/he held at the time leave commenced, or to another position in the same grade level and subject area as her/his previous assignment or to a comparable assignment.
- D. A teacher who returns from family leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provision of this Agreement at the commencement of the leave. The teacher shall not accrue additional experience credit or leave time during the period of absence for family leave.
- E. A teacher on family leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the family leave. While on family leave a teacher shall have the option to remain an active participant in the State Teacher Retirement System, if allowable by law by paying the cost of the required contribution.

### **Section 10.7 – Maternity Leave**

In cases of maternity leave applied to this section a female employee has the right to take a reasonable leave of absence for pregnancy. For pay purposes, such leave shall be treated like any other temporary disability or illness. The determination of what is a reasonable period shall be made by treating the maternity leave as any other leave for medical reasons.

### **Section 10.8 – Medical Leave**

- A. A tenured teacher who is unable to teach because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The School District may, in its discretion, renew such a leave.
- B. A request for leave of absence under this Section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.
- C. During a Medical Leave of Absence, the employee may have the option of retaining the Life and Health and Accident Insurance Plan for him/herself and the Health and Accident Insurance for his/her family by assuming monthly payment of the entire premium cost.

### **Section 10.9 – Jury Duty**

- A. Teachers should notify the Administration Office promptly upon receipt of a jury duty summons.
- B. Teachers may be exempt from jury duty, but will be released to serve if adequate substitute can be provided for the day proposed jury duty. If adequate substitute service cannot be provided, the teacher will be request to ask to be excused from duty.
- C. In the event a teacher serves on jury duty on a school duty day pursuant to this Section, the teacher shall receive his/her regular salary, but shall remit to the School District offices any jury duty fees. The teacher shall retain any expense or mileage allowance paid to him/her by the Court.

### **Section 10.10 – Professional Leave (Instructional)**

- A. At the discretion of the Superintendent, teachers may be granted leave without loss of pay and a substitute provided for the following purposes: attendance at professional meetings, workshops, conferences or seminars, sponsored by an educational agency or organization; intraschool-interschool visiting, other activities deemed appropriate by the District. Requests for such leave shall be made to the principal or supervisor in writing at least ten (10) working days in advance of the date of the leave. The School District shall respond in writing to such requests within five (5) working days of the receipt of the request. In the event leave is denied the School District's response shall state the reason(s) for the denial.

The denial of such leave by the School District shall not be subject to the grievance procedure. The teacher will be reimbursed transportation outside Sheridan County at the current per mile rate, adopted by the Board of Trustees, or coach air far, whichever is the lesser amount. Reasonable and necessary expenses will be reimbursed upon proper claim and verification.

- B. Tenured teachers may be granted leave without pay by the School District in order to further studies related to professional responsibilities and development. Leave application shall be made to the Superintendent at least three calendar months before the end of the current school year and shall indicate the planned ending date of the leave, such leave not to exceed two school terms.

Teachers on extended leave shall be entitled to return to the same positions, which they held immediately before commencement of leave, or to positions of comparable responsibility and remuneration.

- C. The School District will make available three \$500 scholarships, or a total of \$1,500, to be delegated by the Plentywood Education Association to those attending the MEA, or related, convention.

### **Section 10.11 – Unpaid Leave**

- A. At the discretion of the Superintendent, teachers may be granted unpaid leave. Unpaid leave may be granted only when the other leave provisions of this Article are inapplicable.
- B. Unpaid leave shall be deducted at the rate of 1/#PI + PIR days of the teacher’s individual contract salary for each day of such leave.
- C. Unpaid leave, if granted, will be in units of a full day or a half-day.

### **Section 10.12 – Accrued Benefits**

A teacher on leave of absence under Section 7 and 8 of this Article shall retain such amount of sick leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time he/she when on leave for use upon his/her return. No additional sick leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that a teacher is on leave except as otherwise provided herein.

## **ARTICLE XI – GROUP INSURANCE**

### **Section 11.1 – Health and Major Medical Insurance**

- A. The School District shall arrange for participation in a Health and Major Medical Insurance Plan for eligible teachers who enroll.
- B. Plentywood School District will contribute a maximum of \$714.00 per month (\$8,568.00 per year) for the 2021-2022 school term for each participating certified staff member. The district will increase their contribution up to \$40.00 per month for the 2022-2023 school term as warranted by increased rates to the school district.

For individuals enrolled in the High Deductible Health Plan (HDHP) option, if the District contribution exceeds the plan premium, the remainder of the District contribution will be placed directly into the individual’s Health Savings Account (HSA). It is the responsibility of the individual employee to have a valid HSA in place in order to receive this remaining contribution from the District. Employer contributions will be made monthly. Employer contributions will be capped at the yearly IRS limit.

- C. The carrier for the insurance plan may be changed by mutual agreement between the Association and the School District.
- D. Claims against the School District: It is understood that the School District's only obligation is to pay the amount 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.

## **ARTICLE XII – SEVERANCE PAY**

### **Section 12.1**

Tenured teachers shall be eligible to receive severance pay for one fourth of unused sick leave to be paid at the daily rate of their current base contract.

### **Section 12.2**

Severance pay shall be paid by the School District in one lump sum. If a teacher dies subsequent to the last teacher duty day, but prior to receiving his/her severance pay, such payments shall be made to his/her estate.

### **Section 12.3**

This Article shall apply only to teachers who resign after the effective date of this Agreement.

## **ARTICLE XIII – SCHOOL YEAR**

### **Section 13.1 – School Calendar**

- A. The School District shall meet and confer with the Association on development of the school calendar. In the event a teacher duty day is lost for emergency closing, the teacher shall perform duties on such other days in lieu thereof as a School District or its designated representative shall determine. All other changes in the school calendar shall be by mutual consent of the School District and the Association.
- B. The results of meeting and conferring on the calendar shall be submitted to the Board of Trustees for final approval and the calendar shall not be construed to be a part of this Agreement.

### **Section 13.2 – Length of the School Year**

The length of the school year shall not exceed 187 duty days for teachers. There will be a maximum of 180 pupil instruction days and a minimum of 1,080 pupil hours. For the purpose of this Section, a duty day shall mean a day when the teacher is obligated to perform services as prescribed by the School District.

### **Section 13.3 – Emergency Closing**

In the event a teacher duty is lost for emergency closing, the teacher shall perform duties on such other day in lieu thereof as the Superintendent or their designee shall determine.

## **ARTICLE XIV – MISCELLANEOUS PROVISIONS**

### **Section 14.1 – Scope of Agreement**

This Agreement constitutes the entire agreement between the parties and no verbal statements or past practices shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed by the parties hereto. The parties further acknowledge that during the course of collective bargaining each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

### **Section 14.2 – Individual Contracts**

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

### **Section 14.3 – Copies of Agreement**

Copies of this Agreement shall be printed at the expense of the School District within 30 days or as soon thereafter as practicable after the Agreement is signed. Copies shall be presented to all teachers now employed, hereafter employed, or offered employment by the Board.

### **Section 14.4 – Savings/Separability**

If any section, subdivision, paragraph, sentence, clause, phrase, or other part of this Agreement is determined or declared to be contrary to, or in violation of any State or Federal Law, the remainder of this Agreement shall not be affected or invalidated.

## **ARTICLE XV – NO STRIKE CLAUSE**

There will be no lockouts by the School District, or strikes or slowdowns of work by the Association, during any period that this Agreement is in full force and effect, provided the terms of this contract are met.

## **ARTICLE XVI – SALARY SCHEDULE PLACEMENT**

### **Section 16.1 - Recognition for experience before employment in Plentywood:**

New full-time teachers to the Plentywood School System shall be given a maximum of 12 years' experience credit for teaching experience in an accredited school district and full credit for academic preparation in the teacher's area of certification or employment.

### **Recognition of additional education while employed at Plentywood School System:**

All horizontal lane advancement(s) shall require fifteen-quarter credit hours or ten semester credit hours. Nine of the fifteen-quarter credits or six of the ten semester credits must be graduate credits. These graduate credits require prior approval from the Superintendent. If the Superintendent denies these credits, he/she will provide reason(s) for denial. The Superintendent's decision may be appealed to a committee. The committee shall consist of one administrator, one member of the board of trustees, and one certified staff member. All three committee members shall be mutually agreed upon by the Superintendent and the staff member who is making the appeal. If possible the staff member on the committee should have his/her master's degree.

The remaining six quarter credits/4 semester credits do not require prior approval and may be all credit acceptable toward Montana Teachers' Certification or in the teacher's area of endorsement. Nine of the fifteen-quarter credits or six of the ten semester credits must be graduate credits.

A teacher who expects to change educational lanes in the coming school year shall notify the Superintendent by April 15.

### **Section 16.2 - Evidence of Additional Preparation**

Official transcripts of credits for additional professional preparation, if sufficient to advance the teacher's preparation status, shall be submitted to the Office of the Superintendent not later than November 15 of the school year in which a change is to become effective. When the official transcript is presented, the teacher shall advance to the new preparation level and shall receive the retroactive pay to the beginning of the school year.

An official transcript of credit shall be required for proper placement on the salary schedule.

### **Section 16.3 - Salary Schedule Placement**

All teachers will be placed on the Collective Bargaining Agreement Salary Schedule Matrix in accordance with individual years of experience and educational attainment levels. **See Appendix A - Salary Schedule 2021-2022.**

Salary Schedule Matrix for contract year **2021-2022** is a full 3.0 Attainment Level for years of experience up to 17 years.

Beginning with the **2021-2022** contract year, new or currently employed teachers with 5 years or less of experience will be placed on 4BA (year 5) on the salary schedule and will be paid at that level until such time as their applicable teaching experience exceeds 5 years. The "teacher base pay" for the district is the pay specified in Step 5, Lane 1 and is the lowest salary for a beginning teacher under the terms of this agreement and is set to coincide with the definition of "teacher base pay" in House Bill 143, 2021 Legislative Session, New Section 1(4)(c). Any cell in the matrix with a pay specified that is lower than Step 5, Lane 1 is unused for the purpose of establishing the lowest salary for a beginning teacher under the terms of this agreement and remains in the agreement for the sole purpose of indexing stipends and/or pay of teachers whose placement is beyond Step 5, Lane 1 and whose pay is higher than the pay specified in Step 5, Lane 1. "Teacher base pay" means the lowest salary for a beginning teacher incorporated in this agreement, not including bonuses, stipends, or extended duty contracts.

The values for years of experience and education beyond the 17<sup>th</sup> year will be calculated using the following formula:

One quarter (1/4) of the average step in their respective lane (lane multiplier), times the number of years beyond 17 years of experience, times the 17<sup>th</sup> cell, plus the amount in their respective 17<sup>th</sup> year cell for the contract year.

**FORMULA: [(Lane Multiplier X Years Greater than 17) X Cell 17] + Cell 17**

The multipliers to be used are as follows for (Quarters/Semesters):

Quarters	BA	BA+15	BA+30	BA+45	MA	MA+15
Semesters	BA	BA+10	BA+20	BA+30	MA	MA+15

.0065    .00925    .01    .01075    .01115    .01225

Example: Pay for a 21BA+45 will be calculated this way:

$$[.01075 \times 4 \times (\text{BA}+45 \text{ cell } 17)] + (\text{BA}+45 \text{ cell } 17) = \$54,899$$

Upon earning the appropriate credits for a horizontal move on the salary schedule, staff with more years of experience than their lane displays will be placed in the last cell corresponding to their educational attainment.

#### **Section 16.4 – National Board Certification**

Upon receiving National Board Certification, a teacher will receive an additional five hundred dollars (\$500.00) to his/her contractual salary. Additional funding from the State of Montana will add up to an additional one thousand five hundred dollars (\$1500). Should state funding ever be rescinded, the district will not be held responsible to the original five hundred dollars (\$500.00).

### **ARTICLE XVII – VACANCY**

Notice of teacher vacancies will be posted on the teachers' bulletin board when the position is advertised. Teachers interested in vacancy notices may sign up with the Superintendent and the teacher will be mailed vacancy notices after the end of the school year.

### **ARTICLE XVIII – PIR COMMITTEE and PIR DAYS**

#### **Section 18.1 – PIR Committee**

School District trustees shall establish an advisory committee to evaluate the School District's current school year professional development plan and develop and recommend a plan for the subsequent school year. The Advisory committee shall include, but not be limited to, trustees, administrators, and teachers. A majority of the committee shall be teachers. Each school year, School District trustees shall adopt a professional development plan for the subsequent school year based on the recommendation of the advisory committee. The plan recommended by the advisory committee and adopted by the School District trustees shall outline how, when, and from whom teachers and specialists shall meet their professional development PIR day expectations. Although the advisory committee's recommendation is advisory, the plan adopted by the School Districts trustees must include two professional development PIR days in October during which schools must close in order to permit teachers and specialists to attend the annual professional development meetings of state professional associations. The adopted plan may include alternative but shall not interfere with or prohibit teacher and specialist attendance at the annual October professional development meetings of state professional associations.

#### **Section 18.2 - PIR Days**

Teachers and specialists who do not attend Board of Trustee approved PIR days and/or the annual professional development October meetings of state professional associations or school district plan approved alternative professional development PIR days shall not be paid for the days they are absent. Teachers, specialists, administrators, and school districts shall not substitute for professional development PIR day purposes professional development opportunities not specifically outlined in the school district's adopted professional development plan. School administration must approve all PIR day substitutions for missed School Board approved PIR days.



Certified staff may use approved summer classes in lieu of the October Teachers' Convention. Approved classes taken in the month of June can be used for the current year school term or the upcoming school term.

## ARTICLE XIX – REDUCTION IN STAFF

### Section 19.1 – Procedure

In the event the School District determines to reduce staff the provision of this Article shall apply.

### Section 19.2 – Definitions

**Teacher:** The term teacher used herein shall refer only to tenured teachers, regularly employed at least halftime by the School District. Seniority would correspond with their level of current contract hours.

**Qualified:** Qualified means a tenured teacher who is certified by the State Office of Public Instruction for a position established by the School District, and who has taught in such subject matter category for at least one semester in the past two years while a member of the staff of the Plentywood School District. Qualified also means a teacher who has worked or taught a semester or more in the past five years in the District in a subject not requiring a specific teaching certificate.

**Subject Matter:** Subject matter shall mean such categories as are determined by the State Office of Public Instruction for certification purposes.

**Days:** Means teacher duty days, unless otherwise stated.

### Section 19.3 – Seniority

- A. Seniority shall mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the School District including authorized leave of absences allowed by the School District pursuant to this Agreement.
- B. Non-tenured teachers shall not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to a teacher's first day of continuous service. Continuous service shall include a teacher who is under contract for more than ninety-days (90) in a single school year. Long-term substitute service under contract, immediately prior to regular contract service, shall be counted toward a teacher's seniority.
- C. In determining the list of seniority, an employee whose employment has been legally terminated by resignation, or terminated but whose employment was subsequently reinstated without interruption, shall be deemed to be continuous service.
- D. 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 administrative and teaching service in the School District, provided the administrative employee is qualified and certified as described herein.

- E. In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by preparation that is indicated by current placement on salary schedule. When seniority and preparation level is equal between or among employees, ranking of those employees shall be determined by experience level (high school experience for a high school position etc.) When seniority, preparation level and experience level is equal between or among employees, ranking of those employees shall be determined by administrative recommendation based upon teacher evaluation. When all these factors are equal ranking of these employees shall be determined by the drawing of lots.

#### **Section 19.4 – Seniority List**

- A. On or about December 1 of each school year, the School District shall cause a seniority list, (by name, date of employment, qualification and certification), to be prepared from its records. It shall thereupon post such list in an official place in each school building.
- B. Any person whose name appears on such list, and who may disagree with the findings of the School District, and the order of seniority on said list, shall have fourteen (14) days from the date of posting, to supply written documentation, proof and request for seniority change, to the School District's.
- C. Within fourteen (14) days thereafter, 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. 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 Staff, Article XVIV until thereafter revised.
- D. Any person disagreeing with the final seniority list, prepared pursuant to C, above, may pursue the matter through the Grievance Procedure.

#### **Section 19.5 – 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 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 District written notice of this intention by the preceding February 1.

#### **Section 19.6 – Order of Layoff**

Qualified teachers shall be placed on layoff in inverse order of seniority. 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 or recall.

- A. In the event of a staff reduction, tenured teachers shall not be placed on layoff if there is a non-tenured teacher employed in a position requiring the same certification.
- B. If the determined reduction is not accomplished by A hereof, then the School District may place on layoff tenured teachers in order of inverse seniority within certification and qualification as defined in this Article.

**Section 19.7 – Recall**

- A. No new teacher shall be employed by the School District in a position for which a tenured teacher is licensed. Tenured teachers shall first be recalled to vacant positions in inverse order from that in which said teacher was placed on layoff, providing that such teacher possess necessary certification for the position.
- B. 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 Registered Mail, Return Receipt Requested. The teacher shall have fourteen (14) calendar days from the date of receipt of such notice to accept re-employment within fourteen (14) calendar days of receipt of recall notice, or failure to the teacher to report for duty within thirty (30) days of receipt of recall notice, shall constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.

If the School District is unable to effect delivery of a Registered Letter, Return Receipt Requested, at the last address left with the School District by the teacher, the District after five (5) days shall send a notice by Certified Mail, and the fourteen day period provided herein, shall commence running at time the notice by Certified Mail is sent.

- C. Re-employment rights shall automatically cease thirty-months (30) from the date of layoff and no further rights to reinstatement shall exist.

**Section 19.8 – Effect**

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 provided in this Agreement.

A teacher, however, may grieve concerning the establishment of his/her seniority date, or the order of layoff as provided in this Agreement. It is further understood and agreed by the parties that the termination of teachers is governed by Montana Statutes and nothing herein shall be construed to modify or limit, the School District’s statutory rights or the teacher’s statutory rights as provided by Montana Law.

**ARTICLE XX – DURATION OF AGREEMENT**

**Section 20.1 – Term and Reopening Negotiation**

All provisions of this Agreement shall be effective July 1, 2021. The Agreement shall remain in full force and effect until June 30, 2023. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one year unless either party gives notice

to the other, not later than January 1, prior to aforesaid expiration date or anniversary thereof, of its desire to reopen this Agreement and to negotiate over the terms of a successor Agreement.

The Plentywood Education Association may reopen negotiations with the district regarding the district's health insurance contribution for the 2022-2023 contract year if the rates of the agreed upon plan for single coverage at the \$2,500.00 deductible increase by more than \$40.00 per month. Negotiations will be restricted to the district's health insurance contribution only. Notice of an intent to renegotiate by the association must be given to the school board within 20 calendar days following the notification of the new rates by the insurer to the school district and the association or by May 15, 2022 for the 2022-2023 school year, which ever takes place later.

**Section 20.2- Effect**

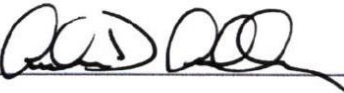
This Agreement constitutes the full and complete agreement between the School District and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District Policies, rules, or regulations concerning term and conditions of employment inconsistent with these provisions.


In witness whereof, the parties hereunto set their hands this day of:

June 7, 2021

Plentywood Education Association

Board of Trustees School District #20

By: 

By:   
Board Chair

Attest:

By:   
District Clerk

**GRIEVANCE REPORT FORM  
SCHOOL DISTRICT #20  
PLENTYWOOD, MONTANA**

**NAME:**

**DATE GRIEVANCE OCCURRED:**

**STATEMENT OF FACTS:**

**SPECIFIC PROVISIONS OF AGREEMENT ALLEGEDLY VIOLATED:**

**PARTICULAR RELIEF SOUGHT:**

**DATE:**

**SIGNATURE OF GRIEVANT**

**SIGNATURE OF PEA REPRESENTATIVE**

Copies to: Superintendent  
Principal  
PEA

Appendix A – Salary Schedule 2021-2022

Plentywood School District #20

Attainment Level 3.0: Lanes BA, BA+15, BA+30, BA+45

2021-2022

1.0% (One percent) increase to the Base Salary on the 3.0 Attainment Level Salary Schedule Matrix -effective up to the 17<sup>th</sup> year cell. Cell amounts corresponding to 18 years or greater are determined according to Formula – See Article XVI, page 23 of Collective Bargaining Agreement.

2021-2022		BASE:	\$30,302.00	(1.00% Increase)					
QUARTERS		BA	BA+15	BA+30	BA+45	MA	MA+15		
SEMESTERS		BA	BA+10	BA+20	BA+30	MA	MA+10		
YEARS									
	0	30,302	31,211	32,120	33,029	33,938	34,847		
	1	31,332	32,332	33,332	34,332	35,332	36,332		
	2	32,363	33,453	34,544	35,635	36,726	37,817		
	3	33,393	34,575	35,756	36,938	38,120	39,302		
	4	34,423	35,696	36,968	38,241	39,514	40,786		
	5	35,453	36,817	38,181	39,544	40,908	42,271		
	6	36,484	37,938	39,393	40,847	42,302	43,756		
	7	37,514	39,059	40,605	42,150	43,695	45,241		
	8	38,544	40,180	41,817	43,453	45,089	46,726		
	9	39,574	41,302	43,029	44,756	46,483	48,210		
	10	40,605	42,423	44,241	46,059	47,877	49,695		
	11	41,635	43,544	45,453	47,362	49,271	51,180		
	12	42,665	44,665	46,665	48,665	50,665	52,665		
	13	43,695	45,786	47,877	49,968	52,059	54,150		
	14	43,695	46,907	49,089	51,271	53,453	55,634		
	15	43,695	48,029	50,301	52,574	54,847	57,119		
	16	43,695	49,150	51,513	53,877	56,241	58,604		
	17	43,695	50,271	52,725	55,180	57,634	60,089		
Increase in Multiplier in 3.0 Attainment Level = 1/4 of Average increase in Step:									
		0.0065	0.00925	0.01	0.01075	0.0115	0.01225		
	18		50,736	53,253	55,773	58,297	60,825		
	19		51,201	53,780	56,366	58,960	61,561		
	20		51,666	54,307	56,959	59,623	62,297		
	21		52,131	54,834	57,553	60,286	63,033		
	22		52,596	55,362	58,146	60,948	63,769		
	23		53,061	55,889	58,739	61,611	64,505		
	24			56,416	59,332	62,274	65,241		
	25			56,944	59,925	62,937	65,978		
	26				60,519	63,600	66,714		
	27				61,112	64,262	67,450		
<b>Plentywood School District #20</b>									
4/29/2021									

**Plentywood School District No. 20**  
**Co-Curricular Positions 2021-2022**  
4/29/2021

	BASE	
	\$30,302.00	
POSITION	% BASE	SALARY
Activities Director	15	4,545.30
Middle School Student Council	1	303.02
Student Council Advisor	8	2,424.16
Cheer Advisor, Fall Season	8	2,424.16
Cheer Advisor, Winter Season	8	2,424.16
Pep Club Advisor	4	1,212.08
Football Head	12	3,636.24
Football Asst	8	2,424.16
MS Football	6	1,818.12
Volleyball Head	12	3,636.24
Volleyball Asst	8	2,424.16
MS Volleyball	6	1,818.12
Cross Country Head	12	3,636.24
Middle School Cross Country	6	1,818.12
Girls BB Head	12	3,636.24
Girls BB Asst	8	2,424.16
MS Girls BB	6	1,818.12
Boys BB Head	12	3,636.24
Boys BB Asst	8	2,424.16
MS Boys BB	6	1,818.12
Golf Head	12	3,636.24
Golf Asst	8	2,424.16
Track Head	12	3,636.24
Track Asst	8	2,424.16
MS Track	6	1,818.12
Lil Wildcat Football, 4-6	1.25	378.78
Lil Wildcat Boys BB, 3 & 4	1.25	378.78
5th/6th Grade Boys Basketball	4	1,212.08
Lil Wildcat Girls BB, 3 & 4	1.25	378.78
5th/6th Grade Girls Basketball	4	1,212.08
Lil Wildcat Volleyball, 4-6	1.25	378.78
Intramural Activities	2	606.04
Summer Weight Room	2	606.04
High School Academic Olympics	0.5	151.51
Middle School Academic Olympics	0.5	151.51
Drama Head	10	3,030.20
Speech Head	10	3,030.20
Speech/Drama Asst	8	2,424.16
Music Head	12	3,636.24
Jazz Band	4	1,212.08
Music Asst	8	2,424.16
FFA Advisor	8	2,424.16
FCCLA Advisor	8	2,424.16
Business Professionals of America	8	2,424.16
Yearbook	8	2,424.16
Science Club Advisor	4	1,212.08
Explore America Advisor	4	1,212.08
School Play	4	1,212.08
MCTM	1	303.02
Spelling Bee	1	303.02
Geography Bee	1	303.02
NHS	1	303.02
Sr Class Advisor	2	606.04
Jr Class Advisor	2	606.04
Soph Class Advisor	1	303.02
Fresh Class Advisor	1	303.02
8th Grade Class Advisor	1	303.02
7th Grade Class Advisor	1	303.02
6th Grade Class Advisor	1	303.02

All payments for extra duty pay, with the exception of Activity Director and Music Head, will be paid 100% upon completion of activity and confirmation that all equipment, checkbooks, receipts, and keys have been turned in.

Activity Director and Music Head will be paid 50% at end of the 1st semester and 50% at end of the 2nd semester.

Coaching/Advisor positions to be paid on the 15th of the month per administrative schedule.

\*Number of Positions will be determined by need according to Superintendent review.

Appendix B – Salary Schedule 2021-2022

Plentywood School District #20

Attainment Level 3.0: Lanes BA, BA+15, BA+30, BA+45

2022-2023

1.50% (One and one-half percent) increase to the Base Salary on the 3.0 Attainment Level Salary Schedule Matrix -effective up to the 17<sup>th</sup> year cell. Cell amounts corresponding to 18 years or greater are determined according to Formula – See Article XVI, page 23 of Collective Bargaining Agreement.

2022-2023		BASE:	\$30,757.00 (1.50% Increase)					
QUARTERS		BA	BA+15	BA+30	BA+45	MA	MA+15	
SEMESTERS		BA	BA+10	BA+20	BA+30	MA	MA+10	
YEARS	0	30,757	31,680	32,602	33,525	34,448	35,371	
1	31,803	32,818	33,833	34,848	35,863	36,878		
2	32,848	33,956	35,063	36,170	37,277	38,385		
3	33,894	35,094	36,293	37,493	38,692	39,892		
4	34,940	36,232	37,524	38,815	40,107	41,399		
5	35,986	37,370	38,754	40,138	41,522	42,906		
6	37,031	38,508	39,984	41,460	42,937	44,413		
7	38,077	39,646	41,214	42,783	44,352	45,920		
8	39,123	40,784	42,445	44,106	45,766	47,427		
9	40,169	41,922	43,675	45,428	47,181	48,934		
10	41,214	43,060	44,905	46,751	48,596	50,441		
11	42,260	44,198	46,136	48,073	50,011	51,949		
12	43,306	45,336	47,366	49,396	51,426	53,456		
13	44,352	46,474	48,596	50,718	52,841	54,963		
14	44,352	47,612	49,826	52,041	54,255	56,470		
15	44,352	48,750	51,057	53,363	55,670	57,977		
16	44,352	49,888	52,287	54,686	57,085	59,484		
17	44,352	51,026	53,517	56,008	58,500	60,991		
Increase in Multiplier in 3.0 Attainment Level = 1/4 of Average increase in Step:								
		0.0065	0.00925	0.01	0.01075	0.0115	0.01225	
	18		51,498	54,052	56,611	59,173	61,738	
	19		51,970	54,588	57,213	59,845	62,485	
	20		52,442	55,123	57,815	60,518	63,233	
	21		52,914	55,658	58,417	61,191	63,980	
	22		53,386	56,193	59,019	61,864	64,727	
	23		53,858	56,728	59,621	62,536	65,474	
	24			57,263	60,223	63,209	66,221	
	25			57,799	60,825	63,882	66,968	
	26				61,427	64,555	67,715	
	27				62,029	65,227	68,463	
<b>Plentywood School District #20</b>								
4/29/2021								



**Plentywood School District No. 20**  
**Co-Curricular Positions 2022-2023**  
4/29/2021

	BASE	
	\$30,757.00	
POSITION	% BASE	SALARY
Activities Director	15	4,613.55
Middle School Student Council	1	307.57
Student Council Advisor	8	2,460.56
Cheer Advisor, Fall Season	8	2,460.56
Cheer Advisor, Winter Season	8	2,460.56
Pep Club Advisor	4	1,230.28
Football Head	12	3,690.84
Football Asst	8	2,460.56
MS Football	6	1,845.42
Volleyball Head	12	3,690.84
Volleyball Asst	8	2,460.56
MS Volleyball	6	1,845.42
Cross Country Head	12	3,690.84
Middle School Cross Country	6	1,845.42
Girls BB Head	12	3,690.84
Girls BB Asst	8	2,460.56
MS Girls BB	6	1,845.42
Boys BB Head	12	3,690.84
Boys BB Asst	8	2,460.56
MS Boys BB	6	1,845.42
Golf Head	12	3,690.84
Golf Asst	8	2,460.56
Track Head	12	3,690.84
Track Asst	8	2,460.56
MS Track	6	1,845.42
Lil Wildcat Football, 4-6	1.25	384.46
Lil Wildcat Boys BB, 3 & 4	1.25	384.46
5th/6th Grade Boys Basketball	4	1,230.28
Lil Wildcat Girls BB, 3 & 4	1.25	384.46
5th/6th Grade Girls Basketball	4	1,230.28
Lil Wildcat Volleyball, 4-6	1.25	384.46
Intramural Activities	2	615.14
Summer Weight Room	2	615.14
High School Academic Olympics	0.5	153.79
Middle School Academic Olympics	0.5	153.79
Drama Head	10	3,075.70
Speech Head	10	3,075.70
Speech/Drama Asst	8	2,460.56
Music Head	12	3,690.84
Jazz Band	4	1,230.28
Music Asst	8	2,460.56
FFA Advisor	8	2,460.56
FCCLA Advisor	8	2,460.56
Business Professionals of America	8	2,460.56
Yearbook	8	2,460.56
Science Club Advisor	4	1,230.28
Explore America Advisor	4	1,230.28
School Play	4	1,230.28
MCTM	1	307.57
Spelling Bee	1	307.57
Geography Bee	1	307.57
NHS	1	307.57
Sr Class Advisor	2	615.14
Jr Class Advisor	2	615.14
Soph Class Advisor	1	307.57
Fresh Class Advisor	1	307.57
8th Grade Class Advisor	1	307.57
7th Grade Class Advisor	1	307.57
6th Grade Class Advisor	1	307.57

All payments for extra duty pay, with the exception of Activity Director and Music Head, will be paid 100% upon completion of activity and confirmation that all equipment, checkbooks, receipts, and keys have been turned in.

Activity Director and Music Head will be paid 50% at end of the 1st semester and 50% at end of the 2nd semester.

Coaching/Advisor positions to be paid on the 15th of the month per administrative schedule.

\*Number of Positions will be determined by need according to Superintendent review.