

**COLLECTIVE BARGAINING  
AGREEMENT**

*between the*

**HAVRE PUBLIC SCHOOLS**

*and the*

**HAVRE EDUCATION  
ASSOCIATION**

Effective July 1, 2021 - June 30, 2023

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*This Agreement is entered into this 13<sup>th</sup> day of July, 2021  
by and between the Board of Trustees of School District 16 and A,  
Hill County, Montana, hereinafter called the "Board" or "District",  
and the Havre Education Association,  
a unit of the Montana Federation of Public Employees and the National Education  
Association and American Federation of Teachers hereinafter called the  
"Association".*

## **ARTICLE I - DEFINITIONS**

### **Section 1.1 - Board**

Board shall mean the Board of Trustees of Elementary District #16 and High School District "A", herein referred to as School District 16-A.

### **Section 1.2 - Superintendent**

Superintendent shall mean the Superintendent of Hill County School District 16-A.

### **Section 1.3 - Association**

Association shall mean the Havre Education Association/Montana Federation of Public Employees (MPFE)/National Education Association-American Federation of Teachers, AFL-CIO. Herein referred to as the Association.

### **Section 1.4 - Negotiations Unit**

Negotiations Unit shall mean all employees of the School District who are certified and whose positions require such certification in Class 1, 2, 4, or 5 as provided in Section 20-4-106, MCA, 1991, and subsequent additions, and shall exclude school administrative personnel (Superintendent, Assistant Superintendent, Administrative Assistants, Principals, Vice Principals and School Psychologists). Excluded are temporary or substitute teachers with less than 35 (thirty-five) consecutive teaching days in the same position, those employees excluded by Section 39-31-103, MCA, 1991, and subsequent additions, and all other employees. The parties further agree, limited to this agreement only, that long-term (non-certified) substitute(s) or temporary teacher(s) (thirty-five or more consecutive teaching days in the same position) shall receive wages only as provided in ARTICLE V starting the thirtieth consecutive teaching day in the same position. The School District will not permanently employ long-term non-certified substitutes and/or a temporary teacher in place of a full-time teacher, to avoid paying and/or providing all other benefits provided for in this collective bargaining agreement.

### **Section 1.5 - Teacher(s) or Employees(s)**

Teacher(s) or Employee(s) shall mean a member of the negotiations unit as defined above.

### **Section 1.6 - Party**

Party means for this contract, the School Board or the Association.

### **Section 1.7 - Days**

Days means calendar days unless specifically stated otherwise.

## **ARTICLE II - NEGOTIATIONS PROCEDURE**

### **Section 2.1 - Exclusive Representative**

The Board hereby recognizes the Association as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit. The Board agrees not to bargain with or recognize any other organization purporting to represent the members of the appropriate unit for the duration of this Agreement or until such time as an election is conducted to determine a new representative group.

### **Section 2.2 - Proposals**

It is agreed that the HEA and Board will meet on the second Tuesday of January in the year when negotiations are to occur to determine negotiations format, schedule and members. At this meeting the parties will determine how and when proposals will be developed or exchanged.

### **Section 2.3 - Requested Information**

The Board and the Association agree to make available to each other, within fourteen (14) days, requested information to the extent required by law.

### **Section 2.4 - Tentative Agreement**

As tentative agreement is reached on an item, it shall be reduced to writing and initialed by each chairperson. After approval has been reached on the entire agreement, it will be reduced to writing and offered to the Association and the Board for ratification and approval. Once officially adopted by the two parties, it will be signed by the Board and Association Representative.

## **ARTICLE III - CONTRACTS**

### **Section 3.1 - Individual**

- A. All contracts issued to the continuing professional staff of School District 16-A will be signed by the Chairman of the Board and the Clerk of the Board prior to issuance. On receiving a contract the teacher desiring employment will sign all copies, retain one copy and return other copies to the Personnel Office within twenty (20) calendar days.
- B. Any individual contract between the Board and an individual teacher heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.
- C. At the Board's discretion, the board reserves the right to waive section C in the event extenuating circumstances exist for the teacher.

Each individual contract shall contain the following Section:

A teacher not facing discipline or discharge, at District 16-A, Hill County, Havre Montana will be released from their teaching contract provided the teacher makes payment for liquidated damages to the school district prior to release on the following schedule. The date the school district receives the teacher's letter requesting release is the date controlling the following schedule.

The teacher shall provide a minimum of two (2) weeks (10 school days) notice.

Teachers wishing to be released from this contract from July 1 through August 16, will pay 4% of this contract as liquidated damages.

Teachers wishing to be released from this contract after August 16 and/or during the school year will pay 10% of this contract as liquidated damages.

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

Jurisdiction and enforcement of this provision of the individual contract is through the 12<sup>th</sup> Judicial District Court, Hill County, Havre Montana, with the teacher being liable for all fees under the above schedule, court costs, interest, reasonable attorney fees of the school district and other actions the court deems appropriate. The court also has jurisdiction to award interest on any amount due and other actions the court deems appropriate. If the above conditions have been met, the Board shall accept the resignation of a teacher under contract and shall not attempt to have the teacher's certificate revoked or suspended. Also, if the above conditions have been met, the School Board shall pay severance stipend, ARTICLE IX.

### **Section 3.2 - Voter Approval of Special Levies**

It is agreed that the increases in teacher's salaries and other dollar benefits provided in negotiations agreements each year are contingent on voter approval of the required special levies.

### **Section 3.3 - Payroll**

Teachers will receive their contracted salary in twenty-four (24) payments. Payroll checks shall be issued on the fifth (5<sup>th</sup>) and the twentieth (20<sup>th</sup>) of each month. If the fifth (5<sup>th</sup>) or twentieth (20<sup>th</sup>) falls on a weekend, payroll checks shall be issued on the preceding Friday. In the event that the fifth (5<sup>th</sup>) or twentieth (20<sup>th</sup>) occur on a holiday while school is in session, payroll checks will be issued on the preceding final day of school. If the District finds it necessary to change the pay dates, the HEA will be consulted and provide input into the change.

### **Section 3.4 - Payroll Deductions**

#### **A. MFPE / NEA / AFT**

Provision is made, for any teacher who is a member of the Montana Federation of Public Employees, to pay MFPE / NEA / AFT Local Dues through payroll deduction plan. Enrollment in the payroll deduction plan is entirely voluntary on the part of the individual teacher.

#### **B. Other Payroll Deduction Possibilities**

It is agreed that payroll deductions through the School District's business office will be available for group insurance programs, annuities, credit unions and other programs approved by the Board of Trustees. The School District will not contribute any premiums or money to such programs unless specifically negotiated.

## **ARTICLE IV - ASSOCIATION PRIVILEGES**

### **Section 4.1 - Use of School Facilities**

The Havre Education Association will be permitted use of available school facilities at reasonable hours provided such use does not interfere with or interrupt the prescribed working day or normal school operations. The Association will secure approval of the building principal prior to the anticipated use of the building.

**Section 4.2 - Use of School Equipment**

School equipment may be used by the Association at times when it is not being used for school purposes.

**Section 4.3 - Cost of Usage**

All materials in items 4.1 and 4.2 above will be paid for at the actual cost by the Association.

**Section 4.4 - Use of Intra-District Mail**

The Association may use the intra-district mail services and mail boxes for official Association business communications.

**Section 4.5 - Right to Revoke Privileges**

It is recognized and affirmed by both parties of this Agreement that the above rights and privileges may be revoked by formal School Board action when they deem it necessary to the best interests of the School District.

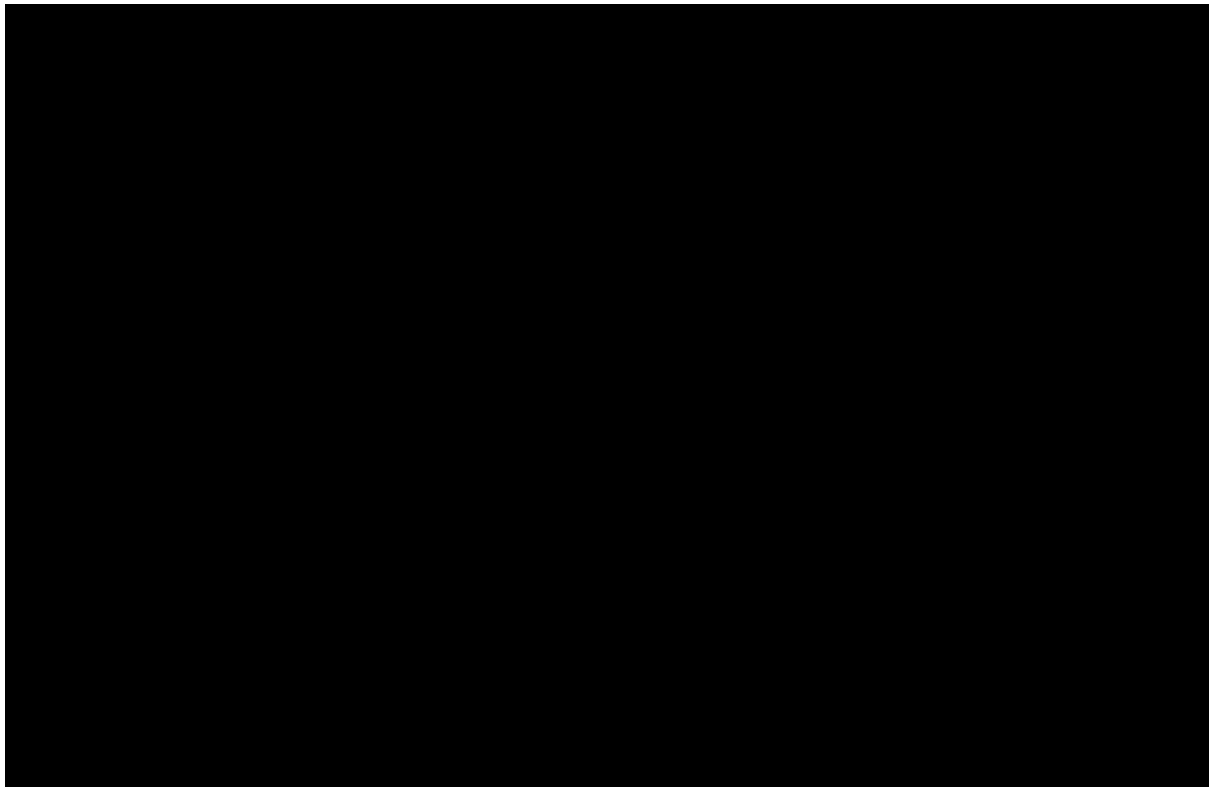
**Section 4.6 - Association Officers**

The Association officers wishing to present matters to the School Board will be placed on the board agenda. The Association President will notify the Superintendent of Schools ten (10) calendar days prior to the School Board meeting in order to be placed on the agenda.

## ARTICLE V - SALARY SCHEDULES

### Section 5.1 - Salary Schedules for 2021-2022

2.5% increase to base salary in FY22



Note<sup>i</sup>: In accordance with the 2021 TEACH Act, no teacher shall earn less than \$38,936. The District shall conduct an annual review and reconciliation of teacher base pay and teacher average pay for all staff whose salaries are covered under the terms of this agreement in order to ensure that teacher base pay in the District is:

1. not less than 10 times the quality educator payment amount identified in 20-9-306(16), MCA, for the fiscal year in question; and
2. not less than 70% of the teacher average pay in such fiscal year.

In the event that teacher base pay does not meet the standards noted above, the parties will meet and confer to negotiate on the issue of teacher base pay so it can meet the standards. Any such adjustment shall be reflected in an amendment to this Agreement for the year in question and will be designated as the District's base teacher salary in the Agreement. Any increases in salary for teachers under the circumstances set forth herein shall not be construed to require corresponding increases to any other teacher of the district whose salary is already at least 10 times the quality educator payment and at least 70% of the teacher average pay.

To the extent that the District receives an incentive payment in any fiscal year from the state that is in excess of the cost to the district of reconciling teacher pay as referenced herein, any amount of the incentive that is above the costs of reconciliation shall be made available to bargain other increases in compensation for teachers whose employment is covered under the terms of this Agreement. Any such increases shall be negotiated in a manner that does not cause any teacher's salary to fall below 10X the quality educator payment or at least 70% of the teacher average pay.

For purposes of this section, the following definitions apply:

1. "Teacher base pay" means the lowest salary for a beginning teacher incorporated in this agreement, not including bonuses, stipends, or extended duty contracts.
2. "Teacher average pay" means the total salaries paid to all of its teachers covered under the terms of this agreement, not including bonuses, stipends, or extended duty contracts, divided by the total full-time equivalent teachers (187 days = 1 FTE) employed in the district, with full-time equivalence rounded to the nearest tenth.



**Section 5.2 - Extra-Curricular Pay Schedules 2021-2022**  
**EXTRA CURRICULAR SCHEDULE - CBA 2021/ 2022**

<b>\$33,862</b>	Index	Amount
BOYS BASKETBALL - HEAD	.175	\$5,926
BOYS BASKETBALL - VARS ASST	.13	\$4,402
BOYS BASKETBALL - FROSH ASST	.13	\$4,402
CROSS COUNTRY	.15	\$5,079
CROSS COUNTRY - ASST	.1	\$3,386
FOOTBALL - HEAD	.175	\$5,926
FOOTBALL - VARS ASST	.13	\$4,402
FOOTBALL - VARS ASST	.13	\$4,402
FOOTBALL - VARS ASST	.13	\$4,402
FOOTBALL - VARS ASST	.13	\$4,402
FOOTBALL - FROSH ASST	.13	\$4,402
FOOTBALL - FROSH ASST	.13	\$4,402
GIRLS BASKETBALL - HEAD	.175	\$5,926
GIRLS BASKETBALL - VARS ASST	.13	\$4,402
GIRLS BASKETBALL - FROSH ASST	.13	\$4,402
GOLF - HEAD	.13	\$4,402
GOLF - ASST	.075	\$2,540
GIRLS SOFTBALL - HEAD	.175	\$5,926
GIRLS SOFTBALL - ASST	.13	\$4,402
SWIMMING	.15	\$5,079
SWIMMING - ASST	.1	\$3,386
TENNIS - HEAD	.175	\$5,926
TENNIS - ASST	.13	\$4,402
TRACK - HEAD	.175	\$5,926
TRACK - ASST	.13	\$4,402
TRACK - ASST	.13	\$4,402
TRACK - ASST	.13	\$4,402
TRACK - ASST	.13	\$4,402
VOLLEYBALL - HEAD	.175	\$5,926
VOLLEYBALL - ASST	.13	\$4,402
VOLLEYBALL - FROSH ASST	.13	\$4,402
WRESTLING - HEAD	.175	\$5,926
WRESTLING - ASST	.13	\$4,402
WRESTLING - FROSH ASST	.13	\$4,402
BAND DIRECTOR	.175	\$5,926
CHEERLEADER ADVISOR	.150	\$5,079
CHEERLEADER ASST	.1	\$3,386
CHORAL DIRECTOR	.13	\$4,402

TIERS
0.175
0.15
0.13
0.1
0.09
0.075
0.04

B.P.A. ADVISOR	0.040	\$1,354
DRAMA DIRECTOR	0.13	\$4,402
DRAMA ASSISTANT	0.075	\$2,540
FCCLA ADVISOR	0.040	\$1,354
FLAG TEAM ADVISOR	0.040	\$1,354
FRESHMAN CLASS ADVISOR	Stipend	\$300
HELPERS ADVISOR	0.040	\$1,354
JUNIOR CLASS ADVISOR	Stipend	\$500
NATIONAL HONOR SOCIETY	Stipend	\$500
PEP CLUB ADVISOR	0.040	\$1,354
SENIOR CLASS ADVISOR	Stipend	\$500
SOPHOMORE CLASS ADVISOR	Stipend	\$300
SPECIAL OLYMPICS COORD	0.040	\$1,354
SPEECH/DEBATE HEAD	.150	\$5,079
SPEECH/DEBATE ASST	0.130	\$4,402
STUDENT COUNCIL	0.040	\$1,354
THEATRE MANAGER	0.075	\$2,540
Skills USA	0.040	\$1,354
TSA	0.040	\$1,354
YEARBOOK	0.100	\$3,386
H.S. Inter-Mural (per evening)	Per Night	\$50
<b>HIGH SCHOOL TOTAL</b>		<b>\$214,634</b>

<b>MIDDLE SCHOOL</b>		
BOYS BASKETBALL - HEAD	.1	\$3,386
BOYS BASKETBALL - ASST	.09	\$3,048
CROSS COUNTRY	.09	\$3,048
FOOTBALL - HEAD	.1	\$3,386
FOOTBALL - ASST	.09	\$3,048
FOOTBALL - ASST	.09	\$3,048
FOOTBALL - ASST	.09	\$3,048
GIRLS BASKETBALL - HEAD	.1	\$3,386
GIRLS BASKETBALL - ASST	.075	\$2,540
GOLF	.075	\$2,540
TRACK - HEAD	.1	\$3,386
TRACK - ASST	.09	\$3,048
TRACK - ASST	.09	\$3,048
TRACK - ASST	.09	\$3,048
VOLLEYBALL - HEAD	.1	\$3,386
VOLLEYBALL - ASST	.09	\$3,048
WRESTLING - HEAD	.1	\$3,386
WRESTLING - ASST	.09	\$3,048
BAND DIRECTOR	.1	\$3,386
CHEERLEADER ADVISOR	.075	\$2,540

CHORAL DIRECTOR	.1	\$3,386
HELPERS/FOCUS DAY	.04	\$1,354
INTRA-MURAL SUPERVISOR	Stipend	\$500
NATIONAL HONOR SOCIETY	Stipend	\$500
STUDENT COUNCIL	Stipend	\$500
YEARBOOK	.04	\$1,354
6th Grade Boys Basketball	Stipend	\$500
6th Grade Girls Basketball	Stipend	\$500
MS Golf Assistant	Stipend	\$500
MS Cross Country Assistant	Stipend	\$500
STUDENT COUNCIL - SUNNYSIDE	Stipend	\$300
STUDENT COUNCIL - SUNNYSIDE	Stipend	\$300
<b>MIDDLE SCHOOL TOTAL</b>		<b>\$71,993</b>
<b>COMBINED HS/MS TOTAL</b>		<b>\$286,627</b>

### Section 5.3 - Extra-Curricular Review Committee

The extra-curricular review committee will meet prior to formal negotiations to review any changes and/or addition to the schedule. This committee will give recommendations to the HEA negotiations committee and Board of Trustees for consideration during the bargaining process. Committee recommendations may be adjusted during bargaining process by either party. Failure to offer recommendation from the committee will not exclude the schedule from the bargaining process. During the 2021-2022 school year, the extra-curricular review committee will meet to review and adjust all indexes in the schedule to address issues of inequity within the schedule including but not limited to positions serving the high school and middle school. The committee's findings and recommendations will be forwarded to HEA negotiations committee and Board of Trustees for consideration in accordance with this section.<sup>ii</sup>

Committee members shall include:

- A. High School Athletic Director or designee as appointed by Superintendent
- B. High School Athletic Coach (appointed by HEA)
- C. High School Non-Athletic Advisor (appointed by HEA)
- D. Middle School Athletic Director or designee as appointed by Superintendent
- E. Middle School Athletic Coach (appointed by HEA)
- F. Middle School Non-Athletic Advisor (appointed by HEA)
- G. Two District Trustees
- H. District Director of Personnel or designees as appointed by Superintendent

The District Representative will call the first meeting together in the fall prior to the initiation of bargaining process.

### Section 5.4 - Negotiation Stipulation

The extra-curricular pay schedule will not prohibit the Board of Trustees from making adjustments in the schedule based on program changes or the addition of new programs to the schedule.

## **Temporary Section 5.5 – COVID-19 Retention Payment**

The District will provide full-time teachers a one-time payment of \$1,500 during the term of this Agreement. The District will provide part-time teachers defined as serving less than full time a one-time payment of \$750 during the term of this Agreement. The payment will be issued in two portions as follows: the District will provide a payment of \$1,000 to each full-time teacher employed by the District and \$500 to each part-time teacher employed by the District on September 5, 2021. The District will provide a payment of \$500 to each full-time teacher employed by the District and \$250 to each half-time teacher employed by the District on December 5, 2021. This Temporary Section 5.5 will terminate on June 30, 2022, and will be removed from and not apply to future Agreements between the parties.

## **ARTICLE VI - INSURANCE BENEFITS**

### **Section 6.1 - Health Insurance**

All teaching personnel under contract with the Board of Trustees, School District 16-A, are eligible to participate in the group health insurance program as adopted.

The amount paid by the School District for each participant will not exceed \$753.00 or the single rate, whichever is the smallest (same amount paid for all full-time, full year teachers) for twelve (12) months in FY22.

Those teachers selecting a district insurance plan less than \$753 (FY22) or the single rate, whichever is the smallest, may elect to place the excess district contribution dollars into a health savings account. The health savings account is an option for teachers not covered by any other health insurance program.

Teaching personnel who work less than full time (less than a full day or less than a full year but at least half-time) shall be entitled to a prorated amount of the board's obligation for insurance premiums.

An expanded 125.B plan will be available to all employees. Members using the 125.B plan will pay a maintenance fee for their individual service. HEA will select the carrier and the plan.

The parties agree to meet and negotiate on the subject of health insurance for 2022-2023 upon receipt of the health insurance program rate quote for 2022-2023. Negotiations will commence no later than April 1, 2022.

### **Section 6.2 - Insurance Obligations**

The insurance plan(s), insurance carrier(s) and/or policy shall be selected by a majority vote of the Association. It is understood that the School District's only obligation under this article is to pay such premium amounts as agreed to herein and no claim shall be made against the School District as a result of denial of insurance coverage and or benefits. Upon termination of employment before completing the contract, all Board participation and contributions shall cease effective on the last work day.

### **Section 6.3 - Life Insurance**

All teaching personnel, including half-time personnel, under contract with the Board of Trustees, School District 16-A (excluding administrative personnel) shall receive \$10,000 Group Life Insurance coverage.

The School District will pay the entire premium. Any additions or deletions to the current specifications shall be negotiated.

## **ARTICLE VII - CREDITS AND EXPERIENCE**

### **Section 7.1 - Evaluation of Credits**

- A. Credits for work beyond the BA will be granted for those credit hours actually taken following the granting of the permanent Montana Certificate.
  
- B. Salary lane movement will be awarded for each ten (10) semester graduate credits. (1.5 quarter credits equate to 1 semester credit)
  - BA + 1 = 10 Semester Credits, BA + 2 = 20 Semester Credits, BA + 3 = 30 Semester Credits
  - MA + 1 is ten (10) additional semester credits
  - \* MAEq = 50 Semester Credits
  - \* MAEq + 1 = 60 Semester Credits

\*Credits earned toward a Master's Equivalency (MAEq and MAEq + 1) must be earned by July 1, 2015. The Master's Equivalency option will cease to exist after July 1, 2015.

  - 1. District-mandated courses need not meet the above criteria on courses pre-approved for District retraining.
  - 2. Credits earned more than ten (10) years prior to the time of request for a step-up on the salary schedule will not be accepted toward meeting the requirement. (NOTE: after initial placement on the salary schedule, the credits earned for each succeeding step-up must be earned within a ten (10) year period of time.)
  - 3. A teacher may change lanes on the salary schedule at such time as all credits are verified. If the ten (10) semester credits necessary for the lane change are earned prior to the beginning of school, the Personnel Director must be notified of this by the last day of the first week of school in order to receive the full salary increase for the lane change. Official transcripts must then be submitted within sixty (60) days.
  - 4. Verification of credits after this date will result in salary proration, commencing with the next pay period, provided the verification was submitted at least ten (10) days prior to the pay period.
  
- C. A Master's Program from an accredited college or university, verified with the signature of an appropriate university/college official, will be submitted to the Director of Personnel for review. Verified programs which consist of a master's in the following areas: the teacher's area of certification or endorsement, counseling, administration or educational leadership, curriculum and instruction, or special education will be accepted for placement and/or movement on the salary schedule.
  - 1. In order to qualify for salary placement, an official transcript from the degree granting institution must be presented to the Personnel Office.
  - 2. Teacher Credit Evaluation. All questions involving evaluation of credits are subject to the Grievance procedure, ARTICLE XI.
  - 3. All individuals employed by the District prior to June 30, 2014 will be recognized for their Masters' degree, regardless of the age of the degree beginning in the 2014-2015 school year.

D. **Prior Approval Recommended.** It is strongly suggested to obtain a written pre-approval from the Personnel Director prior to taking specific additional course work or training for lane advancement purposes in accordance with Section 7.1. A teacher who takes additional training or course work without obtaining pre-approval takes said course work at his or her own risk without guarantee of salary advancement.

### **Section 7.2 - Teaching Experience**

- A. Previous teaching experience shall be evaluated by the Superintendent and the Board of Trustees. Service credit for teachers entering the Havre School District shall be based on full value for the first ten (10) years of experience which have been evaluated and accepted (10 steps).
- B. Not less than 135 paid days of employment in one (1) school year shall be counted as a full teaching year for salary schedule purposes unless authorized by the Board of Trustees.
- C. An official statement of years of service and an official transcript of credits earned must be filed with the Personnel Office within sixty (60) days of the first day of service.

### **Section 7.3 - Teaching Experience While Employed in the Havre District**

A change in the teacher's placement on the salary schedule may be affected by an increase in teaching experience. One (1) year of teaching experience in the Havre Public Schools shall entitle the teacher to advance one (1) salary step on the salary schedule up to the maximum level of the teacher's preparation status, except as specifically stated elsewhere. One (1) year of teaching experience is defined as a minimum of 130 days of teaching in Havre Public Schools during a school year. Part-time teachers shall advance at the same rate as full-time teachers as long as they remain on part-time status. Should a part-time teacher be moved to full-time status, placement on the salary schedule shall be prorated based on the years of part-time work and the amount of hours of part-time work each year to the nearest full year, i.e., 3.5 = 4.

### **Section 7.4 - National Board Certification**

An annual stipend of \$2000 will be paid to any member who holds a current certification as a National Board Certified Teacher.

### **Section 7.5 - PIR Credit**

Teachers will be granted PIR credit for any credits earned between July 1 and June 30 of the same school year.

## **ARTICLE VIII - LEAVE PROVISIONS**

### **Section 8.1 - Discretionary Leave**

Full-time certified employees shall be entitled to thirteen (13) days paid discretionary leave each school year to be used for illness or personal business. If for any reason the schools are closed on a scheduled school day and leave has already been approved for that day, the said leave will be restored to the teacher<sup>iii</sup>.

1. **Accrual.** Annual Discretionary Leave is earned each month but shall be available for utilization at the start of the school year. A teacher who does not fulfill his/her contract and leaves the employ of the District having used Discretionary Leave in excess of days earned, shall be monetarily liable for days used but not yet earned at his/her daily rate of pay. Any portion of the Teacher's annual Discretionary Leave allotment that is unused at the end of each contract year will be credited to the Teacher as Accumulated Sick Leave to be used for sick leave purposes.

2. Requests. Leaves for purposes other than illness shall require prior notification to the Administration. Application for discretionary leave of more than 3 consecutive days for purposes other than illness should be submitted to the administration at least five (5) working days prior to the leave, except in the case of emergency. Earlier notification for scheduled absences is encouraged.
3. Exceptions. Discretionary leave for reasons other than illness *may not* be granted for the following circumstances:
  - a. During the first week of school or during the last day of school.
  - b. On the day immediately preceding and the day immediately following a school holiday, vacation, or break.
  - c. During any scheduled PIR day(s), In Service day(s), or OSSPI workshop days.
  - d. On any day(s) when a major school activity is scheduled or when a number of teachers must be excused from regular classroom duties to take care of extra job assignments, i.e., athletic tournaments, music festivals, championship contests, etc.
  - e. Use of this leave shall not exceed ten (10) teachers per day in the district. These leaves will be granted in order of request.
4. Increments. Discretionary leave may be taken in half-day or full-day increments. Half-day and full-day leaves for purposes other than illness will not be granted when a Teacher has too few hours remaining in their annual discretionary allotment to cover the absence fully. When half or full days are taken due to illness, hours or days exceeding the Teacher's annual allotment will be taken from the Accumulated Sick Leave credited to the Teacher.
5. Accumulated Leave. All Sick, Bereavement (Emergency), and Personal Leave accrued and accumulated prior to the 2016-2017 contract year shall be credited to Teachers as Accumulated Sick Leave to be capped at 125 days. Accumulated Sick Leave will be paid out at ¼ of daily rate at time of payout request. Payout requests must be submitted by May 1 of each year and include amount to be paid out.

Sick Leave not paid out in accordance with this subsection may be used for illness, serious illness, medical appointments, or medical disability of the employee or members of the employee's immediate family. Sick leave not paid out in accordance with this subsection may be used for bereavement by the employee for the death of the immediate family member for three consecutive days. Immediate family is defined as spouse, partner, children, parents, siblings, grandparents, grandchildren, and like relatives of the spouse or partner including foster and step relations.

- a. Accumulated Sick Leave days held under this Article cannot be used until a Teacher's annual Discretionary Leave allotment has been exhausted.
- b. Abuse of sick leave will result in discipline up to termination in accordance with this agreement and district policy.
- c. The School District shall notify each Teacher in writing, at least annually, the number of

sick days accrued.

- d. After three (3) consecutive days of leave for illness, the School District may require a teacher to furnish a medical certificate. The teacher will be so advised before he returns to school and will have thirty (30) days in which to provide the certificate.

#### 6. Sick and Bereavement Leave Bank.

a. A Sick and Bereavement Leave Bank Board shall be established and will be the governing body for the Bank. The Sick and Bereavement Leave Bank Board shall consist of five (5) members from the Association appointed by the HEA President. All members will remain anonymous. The Sick and Bereavement Leave Bank Board will grant or deny applications to the Bank. Decisions of the Sick and Bereavement Leave Bank Board will not be subject to the grievance procedure.

b. The District shall provide a maximum of 75 sick leave days per year to be used by the Sick and Bereavement Leave Bank Board in accordance with the procedure established within this section. No teacher may receive more than twenty-five (25) days of donated sick leave during any school year. Up to ten (10) days will be granted for regular maternity or paternity leave as defined in District policy governing that type of leave. If both parents are teachers under this Agreement, no more than ten (10) days will be granted to the two teachers. The two teachers may divide the ten (10) days as they deem necessary. <sup>iv</sup>While using the twenty-five (25) days of donated sick leave days, the teacher may not receive pay or compensation from any other plans which the District participates in, either in whole or part. Sick Leave Days provided by the Bank can be withdrawn from the Bank in accordance with Section 8.1.5(a).

Request for use of sick leave days provided by the Bank must be submitted in writing to the Sick and Bereavement Leave Bank Board, accompanied by the following:

1. letter from the attending physician explaining the illness or injury;
2. a past history of sick leave used by the employee,
3. the employee's expected date for return to work, and
4. any other pertinent information requested by the Sick and Bereavement Leave Bank Board.

c. The District shall provide a maximum of 20 bereavement leave days per year to use by the Sick and Bereavement Leave Bank Board in accordance with the procedure established in this section. No teacher may receive more than three (3) days of donated bereavement leave during any school year. While using the three (3) days of donated bereavement leave days, the teacher may not receive pay or compensation from any other plans which the District participates in, either in whole or part. The Bank Leave Board may approve Bereavement Leave Days at its discretion for the bereavement by the requesting employee for the death of the immediate family. Immediate family is defined as children, parents, siblings, grandparents, grandchildren, spouse, and like relatives of the spouse or partner including foster and step relations.<sup>v</sup>

Request for use of bereavement leave days provided by the Bank must be submitted in writing to the Sick and Bereavement Leave Bank Board, accompanied by the following:

1. explanation of the nature of the bereavement,
2. the employee's expected date for return to work, and
3. any other pertinent information requested by the Sick and Bereavement Leave Bank Board.<sup>vi</sup>



## **Section 8.2 - Leave for Civic Duties**

- A. Temporary leave will be provided each teacher to serve as a juror or to appear in court as a witness, and will be paid an amount equal to the difference in his/her regular pay and the amount received from the court.
- B. A state, city, town, or county employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of 6 months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.
- C. Other types of civic duty leave will be granted at the discretion of the Board of Trustees. A teacher may be required to submit proof of required civic duty at the discretion of the Board of Trustees.

## **Section 8.3 - Leave for Public Office**

A leave of absence without salary shall be granted to any teacher, upon application, for the purpose of serving in an elected public office for a maximum of two years. This teacher must have taught a minimum of two years prior to the first day of leave. This teacher must teach a minimum of 110 days to receive credit for one year experience on the salary schedule.

## **Section 8.4 - Sabbatical Leave**

- A. Sabbatical leave shall be available to a teacher after five (5) years of service for a full school year at thirty percent (30%) of his/her regular scheduled annual salary. Leave will be granted upon application approval by the Board of Trustees to engage in full-time study, research or work experience directly related to the teacher's professional position or other professional activity deemed advantageous by the School Board.
- B. Payment of salary during the sabbatical leave will be made on the same basis as other teachers in the system.
- C. Teachers on sabbatical leave shall receive normal salary increments, tenure rights, and fringe benefits while on leave and must return to their former position or an equivalent position in the school system.
- D. The deadline for submitting application for sabbatical leave will be February 1st.
- E. At the time the teacher is granted sabbatical leave, the teacher shall be required to sign a contract setting forth that if the teacher fails to return and teach for one forthcoming year in the School District, the teacher shall pay back to the school district all monies and cost of benefits received; that the payment is due August 31 of the year the teacher fails to return as agreed; that the State District Court in Hill County, Havre, Montana has jurisdiction to enforce this contract and that the agreement shall be enforceable in State District Court in Hill County, Havre, Montana. In addition to ordering the teacher to reimburse the District, the court has the power and the authority to award interest, court cost, attorney fees, and other actions the court deems appropriate.

## **Section 8.5 - Extended Leave**

- A. Extended leave of absence, without salary or fringe benefits, will be provided to teachers for

the following reasons:

1. maternity/paternity;
2. military service, including extended reserve training programs;
3. full-time campaigning;
4. serious illness in the family; or
5. educational leave.

Length of each leave period will be commensurate with the reason for the absence, at the discretion of the Board of Trustees.

- B. Status of teachers on extended leave in regard to placement on the salary schedule, and other factors related to length of service will not be reduced because of absence. The teacher on extended leave shall be entitled to return to his/her former position or an equivalent in the school system.

### **Section 8.6 - Association Leave**

- A. The School District shall allow 15 days leave to Association members of the Montana Education Association unless for reasons of public policy the action becomes offensive and/or violates Section 39-31-401(2), MCA, relating to the assisting in the formation or administration of any labor organization. Havre Education Association will be entitled to use up to eight days for delegate assembly. One member will be entitled to no more than six days without approval of the Board of Trustees.
- B. The President of HEA will notify the Personnel Office at least three days prior to the Delegate Assembly of the Delegates who will attend, and prior to the use of any of the remaining days, the President of HEA will furnish the Personnel Office a letter describing days of proposed absences as well as the nature of the business to be conducted.
- C. All other absences for Association business will be without pay unless previously authorized by the School Board.

### **Section 8.7 - Leave for Association Office**

A leave of absence without salary or fringe benefits shall be granted to any teacher upon application, for the purpose of serving as the President of the Montana Education Association for a maximum of two years.

### **Section 8.8 - In-District Interview Leave**

Employees interviewing for in-district positions and/or vacancies may utilize school-related leave upon approval by the Personnel Director.

### **Section 8.9 - Health Insurance While on Leave**

Subject to acceptance/approval of the health insurance carrier, employees on civic, public office, extended, or association office may retain their health insurance by paying the full premium to the School District.

### **Section 8.10 - Family Medical Leave Act**

Family medical leave will run concurrent with other applicable leaves.

## **ARTICLE IX – SEVERANCE STIPEND/RETIREMENT INCENTIVE**

### **Section 9.1 - Ten (10) years service**

Any teacher who has ten (10) years of service in the District will, upon retirement or on separation from the District under favorable conditions, receive a separation stipend equal to one-fifth (1/5th) of his/her last annual gross salary contract (subject to normal payroll deduction).

### **Section 9.2 - One Time Stipend**

If a teacher submits their resignation prior to February 1, they shall receive a one-time \$500 (Five-hundred dollar) stipend.

## **ARTICLE X - CONDITIONS OF EMPLOYMENT**

### **Section 10.1 - School Calendar<sup>vii</sup>**

- A. The Association will provide input to the School District on development of the school calendar or any changes for the 2021-2022 and 2022-2023 school years in accordance with the terms Memorandum of Understanding executed by the Parties on April 13, 2021.
- B. The Board of Trustees will approve the calendar. Any input on the calendar from the Association shall be reviewed by the Board of Trustees prior to final approval.
- C. The calendar will comply with Sections 20-1-302 and 20-1-305, MCA. The calendar will comply with the minimum aggregate number of hours of instruction required by Section 20- 1-301, MCA. <sup>viii</sup>
- D. HEA will provide the School District with all HEA meeting dates and times. Administrators will observe HEA meeting dates and times.
- E. Emergency Closings: In the event a teacher duty day is lost for any emergency closing and the Board wishes to reschedule that day, the Board shall seek the input of the Association on possible alternative dates. However, should the Board determine that they will not reschedule lost days, no adjustment shall be made in the compensation for any teacher.
- F. The School Calendar shall reflect a teacher work year of not more than 187 days.<sup>ix</sup>
- G. The first mandatory PIR day for teachers shall not be earlier than the third Monday in August.<sup>x</sup>

### **Section 10.2 - Vacancies**

- A. When a vacancy occurs, the Board or its agent shall send notice of the same vacancy to all certified employees via their school district issued e-mail account. K-8 openings will be noticed as such internally unless the position requires specific endorsement. Once a K-8 opening has been noticed for the upcoming school year internally all further openings will be noticed at the same time both internally and outside of the district.

Tenured employees currently employed by the school district who express interest in a vacancy will be afforded a meeting at a mutually agreed upon time with the personnel director and applicable building principals to discuss the vacancy. This provision does not prevent a non-tenured employee from expressing interest in a vacancy posted in accordance with this section although a non-tenured employee is not guaranteed a meeting to discuss the vacancy in the same manner as a tenured employee.<sup>xi</sup>

- B. Nothing in this Collective Bargaining Agreement shall be construed to stop the School District from temporarily filling any position.
- C. A vacancy under this Article is any open teaching or administrative position occurring in the District existing after completion of administrative transfers and reassignments as authorized by District policy.
- D. The Board or its agent will provide an opportunity for staff to express their desire for transfer to other positions prior to March 1 of each year.

### **Section 10.3 - Staff Evaluation**

- A. The School District shall maintain an evaluation procedure for all teachers pursuant to standards for Accreditation of Montana Schools as adopted by the Board of Public Education.
- B. The entire teacher evaluation process, procedures, and criteria will be reviewed annually by a committee composed of the following:
  - 1. Three teachers: (elementary, middle school, high school) - elected by the teaching staff from each area.
  - 2. Three administrators: (elementary, middle school, high school, central office) - appointed by the Chairman of the Board of Trustees.
  - 3. A review of the teacher evaluation process, procedures and criteria will occur each year. The review process will begin in the Fall (Nov. - Dec.) with a meeting called by the Central Administrative Staff or the Association President. If after due notification, either party fails to participate in the review process the other party may submit its recommendations to the Board of Trustees for approval. If adopted, the revisions and/or changes will be included and used at the beginning of the next school term.
  - 4. The evaluation process, procedures and criteria shall be a matter of district policy and Administrative Procedure.<sup>xii</sup> Any changes made in the evaluation process, procedures or criteria for classroom teachers must be a result of a recommendation made in compliance with part 3 of this section.
- C. Should deficiencies be recorded in the performance of a teacher, the School District shall provide written recommendations for improvement. Such recommendation shall include corrective actions, projected timeliness, and evaluator follow-up.

### **Section 10.4 - Teachers' Workday and Conditions**

- A. Workday: 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, periods, number of periods, or classes shall be designated by the School District. Regardless of the time the student day commences, the work day for teachers shall not exceed eight (8) hours, including lunch. During any half-day period, when an elementary (K-5) teacher is not provided the planning time, he/she shall be provided with a ten (10) minute relief period. No teacher shall have more than an average of twenty-eight (28) hours of assigned student responsibility per week.
- B. In addition to the teacher work day, teachers are obligated to participate in faculty meetings, department meetings, parent conferences, in-service meetings, open house and similar professional activities as required by the School District. Such additional professional activity shall be limited in length to sixty

(60) hours for each teacher per year and only four (4) of these activities each year per teacher may occur at night. When teachers are given release time for parent-teacher conferences which are held at night, this activity shall apply toward the four (4) night maximum but shall be excluded from the sixty (60) hours for each teacher per year. Exceptions to the above are those activities for which teachers receive an extra pay stipend. For the purpose of this paragraph, “night” includes events beginning at or extending past 5:00 pm.<sup>xiii</sup>

- C. Each teacher at the Middle and High Schools shall have, during the student school day, at least one duty-free class period daily, in addition to his/her lunch period, free for preparation. K-5 teachers will be provided preparation time in accordance with each elementary building’s schedule, in addition to the duty-free lunch period.

K-3 regular classroom teachers will receive access to two preparation days per school year and grade 4-5 regular classroom and K-5 Special Education teachers will receive access to three preparation days per school year to be taken in half-day or full day increments.

Full time K-5 music teachers, health enhancement teachers and librarians will receive access to one preparation day. Teachers who job share (two teachers joining to create a 1.0 FTE position) may share access to the preparation day allocated to that full-time position.

The District will advise teachers of the opportunity to access preparation days. Teachers are not required to participate in the preparation day program outlined in this paragraph. Teachers will request preparation days by a written request to the building principal. Days will be granted at the building principal’s discretion. Teachers may request preparation days throughout the school year. These days do not accumulate. All preparation days must be used for instructional preparation and will be taken at the work site or other approved appropriate work site. Leave requests for preparation days must be coordinated with the building principal. For the purposes of this paragraph, “instructional preparation” is defined as activities to enhance the teaching/learning process and acquiring information, knowledge or skills. Preparation days are not intended to be used for or in place of school-related trainings or School District professional development.

In the event the District is unable to secure sufficient numbers of substitutes to meet the needs of any particular day, preparation days may be rescheduled after consultation between principal and staff member.<sup>xiv</sup>

- D. Teachers will receive a daily lunch period free from any regularly assigned duties. This period will be at least thirty (30) minutes, or the student lunch period, whichever is greater. When the principal is out of the building on district business or an unusual or emergency situation requiring additional supervision exists, teachers will be assigned lunch duty. It is understood that this duty is not regularly assigned to teachers, but when it becomes necessary teachers will be given three options in writing:

1. Teachers may request to do the duty whenever it is available.
2. Teachers may request to do the duty on an occasional basis.
3. Teachers will request to be assigned the duty only after individuals in groups 1 and 2 above have been contacted. The rotation for group 3 will be determined by the building representative within 10 days after the beginning of each school year. If no rotation is presented within 10 days, the principal will determine the rotation.

Teachers will have two options for receiving compensation when duty is performed: They will receive \$5 for each 50 minute block worked or they will receive comp time. When comp time is used, time will

be recorded in 25 minute blocks. When a teacher completes 8 blocks of comp time, he/she will be eligible for ½ day off to be taken at a time mutually agreeable to the teacher and the principal. Comp time will be taken in ½ day units; any time left at the end of the year will be converted to \$5 per 2 units. No time will carry over from year to year.

- E. When teachers accept lunch duty on a regular basis, each teacher shall be paid at a rate of \$5 per duty.<sup>xv</sup>
- F. A teacher involuntarily assigned to a different classroom for reasons unrelated to changes to District facilities that requires the transfer of all classroom materials will be paid \$150.<sup>xvi</sup>
- G. A teacher volunteering to cover a classroom during their preparatory period for a minimum of designated class period or 40 minutes in a K-5 building shall have the option of either 1) being compensated at a rate of \$15.00 per covered class or earning discretionary leave. A teacher who selects to earn discretionary leave will earn one day of discretionary leave for every 6 class periods of class coverage service. A teacher can earn up to 3 discretionary leave days per school year through classroom coverage service.<sup>xvii</sup>

### **Section 10.5 - Health and Safety<sup>xviii</sup>**

A. Staff Health and Safety: The Board recognizes its responsibility to support and assist staff with respect to a healthy working environment and the maintenance of control and discipline in the school setting. All staff deserve the right to work in a safe and healthy environment, free from an environment where they feel threatened, intimidated, harassed, harmed or fear they are in physical danger from a student, co-worker, visitor, parent or other third party. Reports of conduct by a co-worker, visitor, parent, or other third party under this provision will be handled in accordance with District Policy 5012 or 5015. Reports of conduct by a student under this provision will be handled in accordance with District Policy 3310, 3225 or 3226.<sup>xix</sup> The building administration will receive and address concerns about health risks in the school setting. Training on prevention/de-escalation/safety is available to staff. The School District will notify staff when the administration determines a student with unique behavioral needs is placed in the staff member's classroom. Staff may submit a written request for additional District approved training to address safety concerns. Additional training will be approved at the discretion of the building principal when deemed necessary to create a safe classroom.

B. Relocation of Student: Staff may temporarily exclude a student from class when the severity of behavior, or the disruptive effect of actions, impedes the learning or safety of the student or others. In such cases, the staff member present will relay the details of the incident to the building principal or designee at the earliest opportunity and formally document the incident. The student may not return to the classroom until the principal or designee deems the student is ready, and the principal/designee communicates a return plan to the staff member.

C. Student Physical Aggression: Any case of student physical aggression where a student caused, attempted to cause, or threatened to cause physical injury to another person, shall be promptly reported to the building administrator or designee. Staff may temporarily exclude the student from class. The building principal or designee shall promptly render all reasonable assistance, to include relieving a staff member for a period of time and involve law enforcement as warranted by the circumstances. Staff and/or student injury reports shall be completed for purposes of record keeping. Students will not be returned to the school or classroom setting until after a debriefing and return plan is discussed with the principal, student, staff member involved, parents of the child, and law enforcement when rendered necessary.

D. Nothing in this section is intended to supersede the contents of an accommodation plan, education plan, or team-constructed positive behavior support plan created on the basis of a functional behavioral assessment.<sup>xx</sup>

## **Section 10.6 - Remote Instruction<sup>xxi</sup>**

In the event the School District offers, and a student is eligible to receive, remote instruction this section will apply. For the purposes of this section, a student receiving remote instruction is defined as a student who does not regularly attend school onsite and receives instruction from a remote instruction teacher. A homebound student receiving services through an IEP or Section 504 Plan is not considered to be a student receiving remote instruction for the purposes of this section. Students not enrolled in the remote instruction program who are absent from school will complete makeup work in accordance with the student handbook. The parties will negotiate and memorialize an agreement to change affected working conditions related to remote or offsite instruction.

## **ARTICLE XI - GRIEVANCE PROCEDURE**

### **Section 11.1 - Definitions**

- A. A grievance is a complaint, problem or dispute based on the condition of circumstances under which an employee works or a claim by a grievant that there has been a violation, misapplication or misinterpretation of the terms of the Agreement.<sup>xxii</sup>
- B. A grievant is a teacher, or group of teachers, or the Association.
- C. Days shall mean calendar days, except as otherwise indicated.

### **Section 11.2 - Individual Rights**

Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration at Level One (defined below), and having the grievance adjusted at Level One without intervention by the Association, provided that adjustment is not inconsistent with the terms of this contract.

### **Section 11.3 - Procedure**

#### **STEP I - Immediate Supervisor**

The grievant shall within twenty-one (21) days of the occurrence or knowledge of the act or condition which is the basis of the complaint, present the grievance in writing, to their immediate supervisor.

The grievance shall be written on the appropriate grievance form (Appendix A) and shall include a statement of the grievance, which article(s) are in dispute, and the requested remedy.

The immediate supervisor will arrange for a meeting with the grievant to take place within seven (7) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within seven (7) days after the meeting.

## STEP II - Superintendent

If the grievant or the Association is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance, within seven (7) days, may be referred to the superintendent or the superintendent's designee. The superintendent shall arrange for a hearing with the grievant to take place within seven (7) days after receipt of the appeal. Upon conclusion of the hearing, the superintendent will have seven (7) days to provide the grievant and the Association with a written decision.

## STEP III - School Board

If the grievant or the Association is not satisfied with the disposition of the grievance at Step II, or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance within seven days may be referred to the Board of Trustees. The Chairman of the Board shall arrange for a hearing with the grievant to take place at the next regularly scheduled meeting or within fourteen (14) days. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant and the Association with a written decision.

## STEP IV - Binding Arbitration

If the Association is not satisfied with the disposition of the grievance at Step III, or if no disposition has been made within the time period provided, 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 Step 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 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 decisions shall be final and binding upon the parties.

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

### **Section 11.4 - Exceptions to Time Limits**

The time limits set forth in this article may be changed by written agreement.

### **Section 11.5 - No Reprisals**

No reprisals of any kind will be taken by the Board, the school administration, the Association or the employee against any person because of participation in this grievance procedure.

### **Section 11.6 - Cooperation of Parties**

The Board, the administration, the Association and the employee will cooperate with the other in its investigation of any grievance, and further will furnish the other such information as is requested for processing of any grievance.



### **Section 11.7 - Personnel Files**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

### **Section 11.8 - Election of Remedies and Waiver**

The Association and/or teacher(s) instituting any actions, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this agreement. Upon instituting a proceeding in another forum as outlined herein, the teacher(s) and/or Association shall waive his/her/their right to initiate a grievance pursuant to this agreement or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this agreement or to enforce the award of an arbitrator. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the school an action or complaint that seeks the same remedy.

### **Section 11.9 - Jurisdiction of the Arbitrator**

The arbitrator shall have no power to alter, add to, subtract from the terms of this Agreement. The arbitrator's decision will be based upon the specific provisions of this Agreement. This arbitration provision shall be for grievances only. There shall be no interest arbitration.

## **ARTICLE XII - PERSONNEL FILES, JUST CAUSE AND APPEARANCES**

### **Section 12.1- Personnel File**

- A. One complete, official personnel file for each teacher will be filed in the administration office. Personnel files include public and private records of an individual's personal and professional characteristics, experience, and performance. Any personal data of a statistical nature which is currently being kept elsewhere need not be incorporated into the official personnel file. Official complaints or criticisms which have not been made known to the individual cannot be placed in the individual's personnel file or considered in personnel decisions. No anonymous letters or materials are to be included in the personnel file.
- B. Persons authorized to have access to personnel files are limited to administrators, properly authorized board members, the individual teacher or written authorized agents of the administration or teacher.

Nothing shall prohibit any personnel files from being used as an exhibit in any arbitration, court or administrative hearing. It is understood that confidential secretaries will have access to personnel files to perform routine clerical duties. Upon request, teachers will have access to all material in their personnel file but excluding information the teacher has agreed to keep confidential from him or herself i.e., college placement files. Such requests shall be honored within one (1) working day.

### **Section 12.2 - Just Cause**

- A. During their current contract, no teacher shall be disciplined, reprimanded in writing, suspended without pay, reduced in base pay or fired without just cause.
- B. No tenured teacher shall be non-renewed without just cause. Nothing in this contract shall be

construed to limit or restrain the School Board's right or authority to non-renew a non-tenured teacher as provided by law.

### **Section 12.3 - Appearance Before the Employer**

The teacher shall, upon request of the teacher, be entitled to have an Association representative present during an investigation meeting which the employee could reasonably believe may result in disciplinary action.

## **ARTICLE XIII - LAYOFFS AND RECALL**

### **Section 13.1 - Conditions of Layoff**

A reduction in force, when the term "layoff" is used herein, shall mean any suspension from employment arising out of a reduction in the tenure teacher work force of the District, and shall be separate and distinct from the term retirement, resignation, non-renewal or dismissal.

### **Section 13.2 - Definitions**

- A. Teacher: The term teacher used herein shall refer only to tenured teachers, regularly employed at least half time by the School District.
- B. Qualified: Qualified means a tenured teacher who is certified by the State Department 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 within the last 5 years while a member of the Havre School District.
- C. Subject Matter: Subject Matter shall mean such categories as are determined by the State Department of Public Instruction for certification purposes.
- D. Days: Days means teacher duty days, unless otherwise stated.

### **Section 13.3 - Notification of Layoff**

- A. The Board or its agent will notify the association president in the event that the Board anticipates a layoff of teachers; such notice will be in writing and will include the specific positions which may be affected, the proposed time schedule, and the reasons for the anticipated action insofar as they are understood.
- B. Notification of the teacher will conform to Montana State statutes.
- C. The Board or its agent will notify affected teachers and the Association president in writing of the Board's decision; such notice will include a listing of all other positions (and known openings) for which the tenure teacher is qualified and more senior.

### **Section 13.4 - Layoff Procedure**

- A. Necessary staff reductions will be accomplished in accordance with the following sequence:
- B. Normal attrition from retirements and resignations.  
If reductions are required beyond attrition and non-renewal of non-tenure teachers, tenure teachers shall be laid off in accordance with the procedures set below:

1. 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.
2. 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.
3. If the determined reduction is not accomplished by subdocument "1" 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 13.5 - Seniority**

- A. For purposes of this article, seniority will be computed from a teacher's most recent date of hire in the bargaining unit, and will be pro-rated in the case of part-time teachers. Seniority will continue to accrue during all paid leaves of absence. Non-tenure teachers shall not accrue seniority until such teacher achieves tenure; and, upon acquisition of tenure, the seniority date shall relate back to his/her first day of continuous service in the bargaining unit. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. When seniority is equal between or among teachers, ranking of those teachers shall be determined by preparation level as indicated by current placement on the salary schedule. When seniority and preparation level are equal between or among teachers, ranking of those teachers shall be determined by the drawing of lots. The drawing of lots shall be accomplished annually prior to distribution of any seniority list by November 30.
- B. By November 30 of each year, the Board will provide each teacher with a seniority list (by name, date of employment, and certification). The teacher will promptly notify the Director of Personnel of any changes in the list. Appeals on the seniority list will normally be submitted to the Director of Personnel not later than January 20<sup>th</sup>. A current list will be made available in the Personnel office for inspection during regular working hours by the teacher.
- C. Any person disagreeing with the final seniority list may pursue the matter through the Grievance Procedure provided by Article XI.

### **Section 13.6 - Recall Procedure**

- A. Whenever there is a vacancy or anticipated vacancy in a bargaining unit position, laid-off teachers who are qualified to perform the work in question will be recalled in order of seniority. No new teachers shall be employed by the Board while there are teachers on layoff, unless none of the teachers on layoff is qualified to fill the position in question.
- B. If a laid-off teacher has displaced another teacher or has been recalled to a position other than that held immediately prior to layoff, the teacher will remain eligible for recall in accordance with the provisions of this article. No full-time teacher shall be required to accept recall to less than a full-time position. If a full-time tenured teacher accepts a part-time position, that teacher may retain recall status for a full-time position for one year.
- C. Notice of recall will be given to the address, phone or fax number, or e-mail address last given to the Director of Personnel by the teacher, and a copy of the notice will also be delivered to the

Association. If a teacher fails to accept the recall within 14 calendar days after the issuing of the notice, the teacher will be deemed to have refused the position offered.

- D. A teacher who is laid off will remain on the recall list for one year after the effective date of layoff, unless the teacher:
1. waives recall rights in writing;
  2. resigns;
  3. fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position; or
  4. fails to report to work in a position that he or she has accepted.

### **Section 13.7 - Layoff Benefits**

All benefits to which teachers were entitled at the time of their layoff, including tenure, will be restored to them upon their return to active employment, and they will be placed on the proper step of the salary schedule for their current position according to their experience and education.

## **ARTICLE XIV - SAVINGS CLAUSE**

If any provision of this agreement or any application of this agreement to the School District, any employee or group of employees is held by a court to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are held by a court to be contrary to law, at the request of either party, negotiations shall immediately commence.

## **ARTICLE XV - EFFECT OF AGREEMENT**

### **Section 15.1 - Management Rights**

Nothing in this Agreement shall be construed to prohibit the School District from exercising all management rights and prerogatives except those management rights expressly waived in this Agreement.

### **Section 15.2 - Terms of Agreement**

There shall be no further negotiations during the term of this agreement except for a successor agreement or by mutual agreement. During the terms of this agreement, the agreement may be altered, added to or deleted only through voluntary mutual consent of the parties. Any amendments to this agreement must be in writing and signed by both parties.

## **ARTICLE XVI - MANAGEMENT RIGHTS**

### **Section 16.1 - Management Rights**

The Association and their representative shall recognize the prerogative of the School District to operate and manage their affairs in such areas as, but not limited to:

- A. direct employees;
- B. hire, promote, transfer, assign and retain employees;
- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;

- D. maintain the efficiency of government operations;
- E. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- F. take whatever actions may be necessary to carry out the mission of the agency in situations of emergency; and
- G. establish the methods and processes by which work is performed.

**Section 16.2 - Execution of Policies**

The Association recognizes the right of the School District/Board to execute policy as long as such policy is not specifically in violation of a provision of this Agreement.

**ARTICLE XVII - DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2023, as outlined in Section 1 of the Memorandum of Understanding executed by the parties on February 11, 2021. This Agreement, and its agreed upon modifications constitute a memorialization of agreement as required by Section 4 of the February 11, 2021, Memorandum of Understanding.

Either party may give notice to the other, in accordance with Section 2 of the Memorandum of Understanding executed by the parties on February 11, 2021, of their desire to negotiate a new agreement. If neither party gives notice, this agreement shall continue for a period(s) of one year until either party gives such timely notice.

APPROVED BY:

\_\_\_\_\_  
 President  
 Havre Education Association

\_\_\_\_\_  
 Chairperson  
 Board of Trustees

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Lead Negotiator  
 Havre Education Association

\_\_\_\_\_  
 Date

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# APPENDIX A - GRIEVANCE REPORT FORM

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date Filed

Statement of Facts:

Basis for Grievance:

Action Requested or Relief Sought:

(Attach Additional Sheet if Needed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Answer or decision at each Level to be attached. Appeal at each Level to be attached.

TO BE FILED IN SEPARATE GRIEVANCE FILE.

LEVEL I

1. Decision of Principal or Immediate Supervisor:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Supervisor

\_\_\_\_\_  
Date

2. Aggrieved Person's Response:

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to next step of the grievance procedure.

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

LEVEL II

1. Date Received by Superintendent or Designee: \_\_\_\_\_

2. Decision of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

3. Aggrieved Person's Response:

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to next step of the grievance procedure.

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

LEVEL III

1. Date Received by School Board: \_\_\_\_\_
2. Date of School Board Hearing: \_\_\_\_\_
3. Decision of School Board: \_\_\_\_\_

\_\_\_\_\_  
Signature of School Board Chair

\_\_\_\_\_  
Date

4. Aggrieved Person's Response:

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to next step of the grievance procedure.

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

LEVEL IV

1. Date Submitted by Association to Arbitration: \_\_\_\_\_
2. Disposition and Award of the Arbitrator: \_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

TO BE FILED IN SEPARATE GRIEVANCE FILE SEPARATE FROM PERSONNEL FILE OF AGGRIEVED



## Annotations

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