

**HARLOWTON SCHOOL DISTRICT 16**  
**COLLECTIVE BARGAINING AGREEMENT**

2021-2022  
2022-2023  
2023-2024

**ARTICLE 1 - DEFINITIONS**

**1.1 ASSOCIATION**

The Harlowton Education Association

**1.2 BOARD**

The Board of Trustees Harlowton School District 16 or their designated agents or representatives.

**1.3 AGREEMENT**

This agreement shall be the total agreement between the parties and neither hereto shall be obligated to enter into negotiations over any subject during the term of this Agreement, except by mutual agreement and for a successor agreement.

**1.4 DISTRICT**

The term "District" shall refer to what is commonly known as the Harlowton Public Schools.

**1.5 APPROPRIATE UNIT**

The Appropriate Unit shall consist of all licensed teachers employed at least half time by the School District who are licensed in Class I, II, IV and V as provided in Section 20-4-106 MCA, 1991 and whose positions call for or require such licensure, but shall exclude the following:

1. Licensed individuals who are not currently under contract to perform classroom teaching
2. The Superintendent
3. Principals
4. Substitute teachers and casual or temporary employees.
5. Supervisors/coordinators
6. All other employees.

1.6 TEACHER

Unless otherwise specified, the "teacher" as used hereinafter in this Agreement shall refer to an employee within the Appropriate Unit as defined in Section 1.5 of this Article.

1.7 COLLECTIVE BARGAINING ACT

The Collective Bargaining for Public Employees Act 39-31-101 MCA

1.8 SUPERINTENDENT

The term "Superintendent" shall refer to the chief administrative officer of the Board or to the Superintendent's designee.

1.9 WORK DAY COMPENSATION

Teachers shall be in the building by 8:00 a.m. and shall be released at 3:50 p.m. (Re: policy 4010)

20.0 DAYS

"Days" shall mean calendar days, except as otherwise indicated.

**ARTICLE 2 - TEACHER EVALUATION**

2.1 EVALUATION PURPOSE

The purpose of teacher evaluation is to identify teaching strengths and weaknesses, remediation of performance problems, and to provide documentation of problems which, if not corrected, may ultimately require disciplinary/corrective action. Development of a teacher evaluation instrument for use shall include input from the licensed staff and shall include goals, objectives, and a plan for professional development. Consideration shall be given on the evaluation for additional teacher accomplishments, special duties, and any extra efforts by the teacher during the school year. A non-tenured teacher will be formally evaluated at least twice a year for the first year, the first evaluation shall be done by December 1 and the second evaluation shall be completed by March 1, and at least once a year thereafter. A short, informal conference must be held between the teacher and the administrator within ten (10) working days after the visitation. At this time a copy of the report shall be provided the teacher. If a "Plan of Improvement" is deemed necessary, it shall be completed in writing and shall be reviewed with the teacher at least every 30 days until the next evaluation or end of school year.

## 2.2 REBUTTAL TO COMPLAINTS IN TEACHER'S FILE.

Any complaints regarding a teacher made to any member of the Administration by any parent, student or other person which may be used in any manner in evaluating a teacher will be called to the attention of the teacher in a timely manner and shall be promptly and fairly investigated. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by HEA at any meetings or conferences regarding such complaint.

## 2.3 PERSONNEL FILES

Subd 1 No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless it is signed by the author and unless the employee has had an opportunity to read the material and respond to it.

Subd 2 Access to personnel files shall be limited to the Board and Administration, and to the employees to whom the files refer. Employees shall have the right, upon request, to review the contents of their personnel files. No secret personnel file shall be kept by the Board or Administration.

Subd 3 An Association representative, at the employee's request may be present in the review.

## ARTICLE 3 - EMPLOYMENT STATUS OF NON-TENURED TEACHERS

The employment status of non-tenured teachers will be handled in accordance with applicable Montana statutes.

## ARTICLE 4 - VACANCIES, ASSIGNMENTS, AND TRANSFERS

### 4.1 VACANCIES

Teachers within the system shall be given first consideration, if they are licensed to teach in any vacancy that develops within the District.

Teachers will also be given first consideration for co-curricular and extra-curricular vacancies in the district. It is understood that consideration is not a guarantee of selection for the vacancy.

Subd 1 The School District shall provide written notice of all new position or vacancies, which are not temporary, in the appropriate unit to the present staff at least ten (10) days prior to the application deadline. During the summer recess,

vacancies shall be posted in the District office. A copy will be mailed to the HEA president at the provided address left in the district office prior to the commencement of school.

Subd 2 Every teacher will be eligible to apply for any opening for which he or she is qualified. A qualified applicant is one who holds the required certificate and endorsement or license, including provisional or emergency certifications or licenses.

Subd 3 The District Superintendent shall determine which of the applicants is best qualified for the position in question.

#### 4.2 ASSIGNMENTS

Subd 1 Assignments are not specified in individual contracts. Tenured teachers will receive contracts no later than April 15, unless a Reduction in Force is necessary; in which case the tenured teacher involved in the RIF will be notified by April 1, at which time no contract will be offered.

Subd 2 Whenever applicable, each continuing teacher shall be given written notice of his/her subject assignments and building assignments for the forthcoming year not later than June 15. If the teacher has been reassigned, the teacher will be given the opportunity to review and revise the budget for the assignment.

#### 4.3 TRANSFERS

Subd 1 The assignment and transfer of teachers, both voluntary and involuntary, shall be made by the District Superintendent.

Subd 2 Teachers who desire a transfer shall file a written statement of such desire to the Superintendent by April 1 of each year.

Subd 3 The District shall, upon request by the teacher, meet with the teacher and furnish in writing the reason(s) for a failure to grant the request for transfer.

#### 4.5 INVOLUNTARY TRANSFERS

Subd 1 The movement of an employee to a different assignment, grade level, subject area, or building shall be considered a transfer.

Subd 2 The District shall, upon request by the teacher, meet with the teacher and furnish in writing the reason(s) for the transfer.

Subd 3 A teacher who receives an involuntary transfer shall be paid for one day at the rate of 1/180 of the current school year base.

Subd 4 The School District will provide a custodian to assist with moving of materials and supplies to the new assignment.

#### **ARTICLE 5 - REDUCTION IN FORCE - TENURED TEACHERS ONLY**

5.1 Nothing herein shall restrict the Board's right to eliminate or modify particular educational programs and thereby decrease or increase the number of teachers employed within a particular program, provided the reason and procedures contained in part 5.4 are followed in the correct order.

5.2 If the decreased student enrollment, shortage, or loss of revenue affects a particular education program or unit, layoffs will be confined to personnel employed in such program or unit, provided that nothing herein shall prohibit the Board's right to reassign any such laid off personnel to other available positions in the District.

#### **5.3 NOTIFICATION OF LAYOFF OR REDUCTION IN FORCE**

Subd 1. In the event that the Board anticipates a layoff of teachers, the Board will notify the Association no later than April 1. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons as well as all relevant data and information for the proposed action.

Subd 2. Any teacher who is to be laid off will be so notified in writing not later than May 1. Such notice will include the proposed time schedule and the reasons for the proposed action.

#### **5.4 LAYOFF OR REDUCTION IN FORCE PROCEDURE**

If the Board determines that it is necessary to lay off tenured teachers, a committee will be appointed consisting of one Board member, one Administrator, and an HEA Representative, and one teacher (elementary or secondary depending on the affected area) selected by all teachers in the system.

The committee will take into account:

1. Licensure, (a class 5 Provisional license is inferior to a Class 1 or 2 teaching license)
2. Seniority as determined in 5.5
3. Professional evaluations, with only evaluations containing Plans of Improvement considered. All evaluations without Plans of Improvement will be considered equal.

4. Preparation level as indicated by current placement on the salary schedule.
5. Experience level (i.e. high school experience for high school position etc.)
6. If all other areas are deemed equal, school involvement will be considered.

The committee will then make a recommendation to the Board. The Board will seek committee input before making a decision, however, will not be bound by the committee recommendation, if any.

## 5.5 SENIORITY

For purposes of this Article, seniority will be computed from a teacher's most recent date of hire in the bargaining unit. Seniority will continue to accrue during part-time or job-sharing employment periods and during all paid leaves of absence. 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.

## 5.6 RECALL PROCEDURE

The Board shall employ no new teachers while there are teachers on layoff for one school year, unless none of the teachers on layoff is licensed to fill the position in question.

Notice of recall will be given by certified mail to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) calendar days after receipt of the above notice of recall, the teacher will be deemed to have refused the position offered.

## **ARTICLE 6 - GRIEVANCE/ARBITRATION PROCEDURE**

### 6.1 DEFINITIONS

Grievance - a signed, written complaint on a Board form alleging a breach of an express provision of this Agreement.

Grievant - a teacher, or group of teachers, or the Association.

"Days" shall mean calendar days, except as otherwise indicated.

### 6.2 INDIVIDUAL RIGHTS

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

6.3. The purpose of this procedure is to secure at the lowest possible administrative level and in an atmosphere of courtesy and cooperation an equitable solution of grievances which may arise.

#### 6.4 TIME LIMITS

Subd 1. The time limits provided in the grievance procedure shall be strictly observed but may be extended by written agreement of the parties concerned.

Subd 2. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the grievant's supervisor within thirty (30) calendar days after the grievant discovers or through the use of reasonable diligence should have discovered that a grievance had occurred. Failure to file a grievance or to move a grievance from one step to another in accordance with the time frames described herein, shall constitute a waiver of the grievance. Time limits or procedural steps may be waived only upon written mutual consent of the parties.

#### 6.5 PROCEDURES

##### Level One: Immediate Supervisor

The written grievance, signed by the grievant involved must be presented to the responsible supervisor within the time limits provided in Subd 2. A teacher with a grievance shall first discuss it with his or her immediate supervisor, directly or through the Harlowton Education Association's designated representative with the objective of resolving the matter informally.

##### Level Two: Superintendent

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered, the issue may be referred in writing, on the District form to the Superintendent or designee or seek the intercession of the Professional Right & Responsibility Committee (P. R. & R. Committee of the HEA), within fourteen (14) days of the receipt of the level one decision or within twenty-one (21) days of the meeting in the event no decision has been rendered. The decision reached in Level Two shall be issued to the aggrieved party no later than fourteen (14) days following the Level Two meeting.

##### Level Three: School Board

If the aggrieved is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered, the issue may be referred to the Board of

Trustees by filing a written copy thereof with the Clerk of the Board and the Superintendent or designee. The Board or a sub committee thereof, shall meet with the aggrieved party within thirty (30) days and no sooner than five (5) days of the receipt of the appeal. The disposition of the appeal shall be indicated in writing to the aggrieved and to the Association no later than fourteen (14) days following the Level Three meeting.

#### Level Four: Binding Arbitration

##### A. Mediation/Arbitration

The Association has seven (7) days from the receipt of the written response of the Board of Trustees to submit the grievance to the Board of Personnel Appeals. The Board of Personnel Appeals shall be requested to assign a Mediator to the dispute. The Mediator shall consult with the parties in an attempt to bring about resolution to the grievance within thirty (30) days for such request or the grievance automatically proceeds to arbitration. In the event that mediation occurs, either party may proceed to arbitration anytime after one mediation session has taken place. The Mediator shall not produce any records or testimony nor make any statement with regards to any mediation conducted by him/her in any forum or proceeding, before any court, board, investigatory body, Arbitrator or fact finder.

If the Association is not satisfied with the disposition of the grievance at Step Three, or if no disposition has been made within the thirty (30) day time period provided for mediation, 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 fourteen (14) days after it has received the decision at Step Three or thirty (30) days after submission to arbitration.

##### B. Selection

After notice of submission to arbitration, the Association shall request from the Montana Board of Personnel Appeals a list of five (5) 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.

##### C. Hearing

The appointed arbitrator shall confer with the parties and set a time, date and place for the hearing. During this hearing nothing said or done by a mediator, nor anything said or done for the first time by either party at mediation may be submitted to the arbitrator.



#### D. Authority

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

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

- a. Contrary to, or inconsistent with applicable rules or regulations having the force and effect of law, or modifying/varying in any way, the terms of this agreement;
- b. Involving the exercise of discretion by the Board of Trustees under the provisions of this agreement, Board policy, or applicable law; or
- c. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board of Trustees as provided for in applicable law or rules/regulations having the force and effect of law.

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

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

#### E. Decision

Within thirty (30) days following the submission of the reply briefs the Arbitrator shall render an opinion and award based solely upon the specific provisions of this Collective Bargaining Agreement and the evidence submitted at the Arbitration Hearing taking into consideration the legal and economic restrictions impacting the District. The

Arbitrator's award shall not include perspective nor punitive damages. Nor shall the arbitrator provide or order any action or relief extending retroactively beyond thirty (30) days prior to the date of the original grievance.

#### F. Costs

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

#### G. Election of Remedies and Waiver

Once a grievance has been filed, the Grievant(s) and the Association waive any right to pursue any action or complaint involving the same facts or circumstances before any county, state or federal agency, tribunal, court or other forum in which relief may be sought or granted. Once the grievant of the Association has filed any complaint, appeal or other action with any county, state or federal agency, court, tribunal or other forum involving the same facts or circumstances all right to file or pursue a grievance under this section shall be forever waived.

#### 6.6. Cooperation of Parties

The Board, the Administration and the Association will cooperate in the investigation of grievances and will make available reasonable access to such public information as is appropriate and necessary for the processing of any grievance. Officers, agents or representatives of the Association may receive, discuss, and handle grievances only when and where such activities do not interfere with their work or the work of the school district employees.

#### 6.7 No Reprisals

No reprisals will be taken by the Board, Administration, or the Association, because of participation in the grievance procedure.

#### 6.8 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.

### **ARTICLE 7 - SCHOOL CALENDAR**

A school calendar committee comprised of one (1) Administrator, one (1) Board Member, both selected by the Board, and one (1) Teacher, selected by all the teachers in the system, shall prepare an annual school calendar to recommend for adoption by the Board of Trustees. Such school calendar shall be in accordance with School Fiscal Year (20-1-301) MCA and Pupil Instruction Related Day (20-1-304) MCA.

**ARTICLE 8 - NATIONAL BOARD CERTIFICATION**

Teachers who undergo the NBC training shall be awarded a one-time stipend of \$2,000. The stipend will be given to the teacher after the teacher completes the training and takes the NBC test and is not contingent upon the teacher passing the certification test.

**ARTICLE 9 - PROFESSIONAL COMPENSATION**

**SALARY SCHEDULE**

\$31,500 Base - 2021-2022

\$32,000 Base - 2022-2023

\$32,500 Base - 2023-2024

Base \$31,500

2021-2022 Salary Schedule

YRS	BA	BA+15	BA+30	BA+45	MA/5TH YR
0	\$31,500	\$31,650	\$31,952	\$32,408	\$33,026
1	\$31,800	\$31,952	\$32,256	\$32,717	\$33,342
2	\$32,100	\$32,253	\$32,561	\$33,026	\$33,657
3	\$32,400	\$32,555	\$32,865	\$33,336	\$33,972
4	\$32,700	\$32,856	\$33,170	\$33,645	\$34,287
5	\$36,000	\$36,173	\$36,519	\$37,045	\$37,755
6	\$36,600	\$36,776	\$37,128	\$37,663	\$38,386
7	\$37,200	\$37,379	\$37,737	\$38,281	\$39,016
8	\$37,800	\$37,982	\$38,346	\$38,899	\$39,647
9	\$38,400	\$38,585	\$38,955	\$39,517	\$40,278
10	\$39,000	\$46,500	\$46,950	\$47,632	\$48,554
11		\$46,650	\$47,102	\$47,786	\$48,711
12		\$46,800	\$47,253	\$47,939	\$48,868
13			\$47,482	\$48,171	\$49,105
14			\$47,712	\$48,405	\$49,343
15			\$54,000	\$54,788	\$55,853
16				\$55,054	\$56,125
17				\$55,322	\$56,398
18				\$55,591	\$56,673
19				\$55,861	\$56,948
20				\$61,500	\$62,700
21				\$61,900	\$63,006
22					\$63,037
23					\$63,344
24					\$63,654
25					\$64,054

Base \$32,000

2022-2023 Salary Schedule

YRS	BA	BA+15	BA+30	BA+45	MA/5TH YR
0	\$32,000	\$32,150	\$32,452	\$32,908	\$33,526
1	\$32,300	\$32,452	\$32,756	\$33,217	\$33,842
2	\$32,600	\$32,753	\$33,061	\$33,526	\$34,157
3	\$32,900	\$33,055	\$33,365	\$33,836	\$34,472
4	\$33,200	\$33,356	\$33,670	\$34,145	\$34,787
5	\$36,500	\$36,673	\$37,019	\$37,545	\$38,255
6	\$37,100	\$37,276	\$37,628	\$38,163	\$38,886
7	\$37,700	\$37,879	\$38,237	\$38,781	\$39,516
8	\$38,300	\$38,482	\$38,846	\$39,399	\$40,147
9	\$38,900	\$39,085	\$39,455	\$40,017	\$40,778
10	\$39,500	\$47,000	\$47,450	\$48,132	\$49,054
11		\$47,150	\$47,602	\$48,286	\$49,211
12		\$47,300	\$47,753	\$48,439	\$49,368
13			\$47,982	\$48,671	\$49,605
14			\$48,212	\$48,905	\$49,843
15			\$54,500	\$55,288	\$56,353
16				\$55,554	\$56,625
17				\$55,822	\$56,898
18				\$56,091	\$57,173
19				\$56,361	\$57,448
20				\$62,000	\$63,200
21				\$62,400	\$63,506
22				\$62,800	\$63,537
23					\$63,844
24					\$64,154
25					\$64,554
26					\$64,954

Base \$32,500

2023-2024 Salary Schedule

YRS	BA	BA+15	BA+30	BA+45	MA/5TH YR
0	\$32,500	\$32,650	\$32,952	\$33,408	\$34,026
1	\$32,800	\$32,952	\$33,256	\$33,717	\$34,342
2	\$33,100	\$33,253	\$33,561	\$34,026	\$34,657
3	\$33,400	\$33,555	\$33,865	\$34,336	\$34,972
4	\$33,700	\$33,856	\$34,170	\$34,645	\$35,287
5	\$37,000	\$37,173	\$37,519	\$38,045	\$38,755
6	\$37,600	\$37,776	\$38,128	\$38,663	\$39,386
7	\$38,200	\$38,379	\$38,737	\$39,281	\$40,016
8	\$38,800	\$38,982	\$39,346	\$39,899	\$40,647
9	\$39,400	\$39,585	\$39,955	\$40,517	\$41,278
10	\$40,000	\$47,500	\$47,950	\$48,632	\$49,554
11		\$47,650	\$48,102	\$48,786	\$49,711
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18				\$56,591	\$57,673
19				\$56,861	\$57,948
20				\$62,500	\$63,700
21				\$62,900	\$64,006
22				\$63,300	\$64,037
23				\$63,700	\$64,344
24					\$64,654
25					\$65,054
26					\$65,454
27					\$65,854

#### ACCEPTANCE OF A CONTRACT:

Teachers who do receive a contract have to sign the contract within 20 days of receiving the contract. If the contract is not signed within 20 calendar days, the school will treat it as a contract of non-acceptance and re-open the position.

Teachers will not be allowed out of their contract after the 10<sup>th</sup> day of July.

Extra duty contract resignations will not be accepted after they are signed unless a reasonable reason is given.

Monetary penalty will be issued, not to exceed 5% of base salary for teaching contracts and 10% for co-curricular/extracurricular.

#### LICENSED STAFF BUY OUT/RESIGNATION INCENTIVE:

The purpose of this buy out and resignation is three fold. A. increase the teacher's retirement. B. act as a buy out for staff members who are on the high end of the pay scale. C. reward the staff member for working at Harlowton Public Schools for at least 20 years.

Harlowton Public Schools will offer a \$5,000 per year bonus for a total of \$15,000 spread over the last three years of any qualified Licensed Staff Member's Contract.

To be eligible for this bonus:

- Staff member must be licensed.
- Staff member has to be eligible for Montana Teachers' Retirement at completion of buy out.
- Staff member has to have worked for Harlowton Public Schools for 20 years at completion of buy out.
- Only one staff member can receive for the bonus per calendar year. This will come on a first come first served basis. The notification has to be received in writing by the Superintendent and be stamped by the clerk. In case of more than one staff member applying on the same day, staff member with seniority will be selected. Candidate not chosen may re-apply. In case of administration and teacher wanting to take incentive on the same year, teacher will receive first priority.
- Application window will be from 1<sup>st</sup> day of second semester to last day of school on year prior.

The staff member has to resign from Harlowton Public Schools at completion of the three year buy out.

It is understood that after three years, the teacher's letter is considered a resignation.

This will supersede the yearly early resignation bonus.

If in the rare case of the staff member getting rehired by Harlowton Public Schools again after retirement, that staff member will be placed appropriately and will not be eligible for a second retirement incentive.

## **ARTICLE 10 - EXTENDED DAY/EXTRA DUTY COMPENSATION**

In consideration of extra duty compensation, all percentages pertain to the base salary.

### **10.1 EXTENDED DAY CONTRACTS/CLASS ADVISORS**

Extended day contracts will be paid at 1/180 of the individual's current salary and will be paid after completion of the extension and a request for reimbursement is made with proper documentation of days worked as per the regular pay period. The Board and Superintendent shall have the authority to limit the number of days of said extended contracts. These extended contracts include the following positions: Counselor, Driver's Education, and FFA Advisor. Additional extended day contracts may be added at the discretion of the Administration.

Extra Duty compensation will be paid in a timely manner after the request for reimbursement is made. All inventory shall be completed and equipment cleaned and properly stored in order to be approved by the Athletic Director who shall release the payment. Assistant coaches shall be paid at the completion of the season.

The Superintendent shall have the authority to assign mentor teachers. Each Mentor Teacher shall have a job description in place and must fulfill the duties outlined therein as assigned. Mentor's shall be paid at 1% of the base, and shall be paid as other extra-curricular duties.

### **10.2 EXTRA DUTY COMPENSATION**

Advisor(s) of clubs/organizations/coaching positions shall be paid according to the following percentage schedule of the base salary. Compensation for any additional extra-curricular positions will be negotiated with the Harlowton Education Association. (2) allows for more than one advisor.



2021-2022 Base \$31,500		100	75	50	25	25	25
	Years	Head Coach, Music/Pep Band, Theatre, Speech and Debate	Assistant Coach, Fall Cheerleading, Winter Cheerleading, Assistant Theatre Advisor, Concessions (2)	Jr.High/Elem Coach, FFA, FCCLA, Class Play	Adult Ed, BPA, Builders Club, Honor Society, Key Club, Pep Club, Student Senate	Youth Alive, Science Club, Art Club	Class Advisors, Varsity Club
		10%	7%	5%	3%	2%	1%
	0	\$3,150	\$2,205	\$1,575	\$945	\$630	\$315
	1	\$3,250	\$2,280	\$1,625	\$970	\$655	\$340
	2	\$3,350	\$2,355	\$1,675	\$995	\$680	\$365
	3	\$3,450	\$2,430	\$1,725	\$1,020	\$705	\$390
	4	\$3,550	\$2,505	\$1,775	\$1,045	\$730	\$415
	5	\$3,650	\$2,580	\$1,825	\$1,070	\$755	\$440
	6	\$3,750	\$2,655	\$1,875	\$1,095	\$780	\$465
	7	\$3,850	\$2,730	\$1,925	\$1,120	\$805	\$490
	8	\$3,950	\$2,805	\$1,975	\$1,145	\$830	\$515
	9	\$4,050	\$2,880	\$2,025	\$1,170	\$855	\$540
	10	\$4,150	\$2,955	\$2,075	\$1,195	\$880	\$565

2022-2023 Base \$32,000		100	75	50	25	25	25
	Years	Head Coach, Music/Pep Band, Theatre, Speech and Debate	Assistant Coach, Fall Cheerleading, Winter Cheerleading, Assistant Theatre Advisor, Concessions (2)	Jr.High/Elem Coach, FFA, FCCLA, Class Play	Adult Ed, BPA, Builders Club, Honor Society, Key Club, Pep Club, Student Senate	Youth Alive, Science Club, Art Club	Class Advisors, Varsity Club
		10%	7%	5%	3%	2%	1%
	0	\$3,200	\$2,240	\$1,600	\$960	\$640	\$320
	1	\$3,300	\$2,315	\$1,650	\$985	\$665	\$345
	2	\$3,400	\$2,390	\$1,700	\$1,010	\$690	\$370
	3	\$3,500	\$2,465	\$1,750	\$1,035	\$715	\$395
	4	\$3,600	\$2,540	\$1,800	\$1,060	\$740	\$420
	5	\$3,700	\$2,615	\$1,850	\$1,085	\$765	\$445
	6	\$3,800	\$2,690	\$1,900	\$1,110	\$790	\$470
	7	\$3,900	\$2,765	\$1,950	\$1,135	\$815	\$495
	8	\$4,000	\$2,840	\$2,000	\$1,160	\$840	\$520
	9	\$4,100	\$2,915	\$2,050	\$1,185	\$865	\$545
	10	\$4,200	\$2,990	\$2,100	\$1,210	\$890	\$570

2023-2024 Base \$32,500	100	75	50	25	25	25
Years	Head Coach, Music/Pep Band, Theatre, Speech and Debate	Assistant Coach, Fall Cheerleading, Winter Cheerleading, Assistant Theatre Advisor, Concessions (2)	Jr.High/Elem Coach, FFA, FCCLA, Class Play	Adult Ed, BPA, Builders Club, Honor Society, Key Club, Pep Club, Student Senate	Youth Alive, Science Club, Art Club	Class Advisors, Varsity Club
	10%	7%	5%	3%	2%	1%
0	\$3,250	\$2,275	\$1,625	\$975	\$650	\$325
1	\$3,350	\$2,350	\$1,675	\$1,000	\$675	\$350
2	\$3,450	\$2,425	\$1,725	\$1,025	\$700	\$375
3	\$3,550	\$2,500	\$1,775	\$1,050	\$725	\$400
4	\$3,650	\$2,575	\$1,825	\$1,075	\$750	\$425
5	\$3,750	\$2,650	\$1,875	\$1,100	\$775	\$450
6	\$3,850	\$2,725	\$1,925	\$1,125	\$800	\$475
7	\$3,950	\$2,800	\$1,975	\$1,150	\$825	\$500
8	\$4,050	\$2,875	\$2,025	\$1,175	\$850	\$525
9	\$4,150	\$2,950	\$2,075	\$1,200	\$875	\$550
10	\$4,250	\$3,025	\$2,125	\$1,225	\$900	\$575

## Meetings/length of season

Head Varsity Coaches	10%	
Music/Pep Band	10%	
Theatre Advisor	10%	
Assistant Theatre Advisor	7%	
Assistant Varsity Coaches	7%	
Cheerleaders	7%	Fall & Winter
Speech and Debate	10%	
Class Play (2)	5%	
		1% for each additional Tournament (opening, District Divisional) 1% for all football playoffs
Concessions (2)	7%	
Elementary Coaches	5%	
FCCLA	5%	
FFA	5%	
Jr. High Coaches	5%	
Adult Ed	3%	
BPA	3%	
Builders Club	3%	
Honor Society	3%	
Key Club	3%	
Pep Club	3%	
Student Senate	3%	meetings by Handbook
Art Club	2%	
Science Club	2%	
Youth Alive	2%	
10th Advisor	1%	
11th Advisor (2)	1%	
12th Advisor (2)	1%	
7th Advisor (2)	1%	
8th Advisor (2)	1%	
9th Advisor	1%	
Varsity Club	1%	

## **ARTICLE 11 - TEACHER INSURANCE**

The Board of Trustees will pay premium for a group health insurance plan for each eligible licensed staff member at:

To be eligible, a licensed staff member has to work at least  $\frac{1}{2}$  time (20 hrs/week). A half time licensed staff member will receive  $\frac{1}{2}$  insurance. Once a staff member works  $\frac{3}{4}$  time, full benefits will be earned.

New licensed staff insurance coverage starts the 1<sup>st</sup> day of employment, ending July 31 in the year of separation from the district.

For the year 2021-2022, insurance coverage of \$850 plus up to 10% increase, depending on how much a single insurance would be, including dental and vision will be provided. For the ensuing years covered by this contract (2022-2024), the contract may be opened for negotiation for any premium increase over 6.0% per year for the 2022-2023 and 2023-2024 contract years.

## **ARTICLE 12 - CONTINGENCY LEAVE**

### **12.1 EARNED/USAGE**

Each teacher shall earn contingency leave at fourteen (14) days annually at full salary, to be used for any reason the teacher has requested through the administration to be absent. Request for contingency leave must be made three (3) days in advance of use, except in case of illness, emergency, or unforeseen circumstances. Contingency days may not be taken during the first and last week of a semester, during PIR days or prior to or immediately following vacation periods, except in the case of emergency or unless the teacher has been granted permission from the administration three (3) weeks prior to the scheduled break/holiday. Lack of substitute availability will reduce the likelihood of approval or possible denial of said leave. These days shall not be denied for arbitrary or capricious reasons.

Unused days of contingency leave shall be added to the current amount of unused sick leave and allowed to accumulate to eighty (80) days. The full amount of contingency days shall be available for use from the start date of the contract. All contingency days will be used prior to use of banked days. Teachers shall be paid, at the current licensed substitute rate, for any unused contingency days beyond the accumulated eighty (80) days at the end of each school year.

## 12.2 DONATING/RECEIVING

A teacher shall be able to donate, in writing, accrued contingency leave days to a teacher of their choice for the teacher's personal illness or physical disability beyond their own accumulated contingency leave. A teacher will only be able to use the donated contingency leave for long term illness or pregnancy. Donated days are not available for extended personal days or regular doctor visits. A teacher shall be eligible to receive any donated contingency days immediately following the disbursement of their own contingency and banked days upon validation of illness by qualified medical personnel. No teacher shall be able to receive more than twenty (20) days of donated contingency days during a school year. In the event the teacher is not a full time teacher, the contingency donation shall be prorated equitably from the donor to the receiving teacher (donee). For example a half time teacher shall only qualify to receive twenty (20) of the donee days, not twenty (20) full days.

## 12.3 ACCUMULATED CONTINGENCY LEAVE

Accumulated contingency leave shall be paid out upon retirement or termination from the district at the current licensed substitute base rate pay. Notification of departure from the district must be received by the Superintendent or his/her assigns as soon as possible in the year of said retirement or termination, but not later than June 10. Emergencies of an unexpected nature shall be given special consideration. Payment of such shall be prepared for payment not later than the second Monday of July of the ensuing fiscal year. If the retiring teacher is planning on using the unused contingency leave as option #1 of the Montana Teacher's Retirement System, they must meet the following qualifications:

1. Notify the District Superintendent in writing by August 1 of the school year that the teacher plans on retiring at the end of the school year, and plans on using unused contingency leave as part of the Montana Teacher's Retirement calculation.
2. Have at least twenty-five (25) years in the Montana Teacher's Retirement System.
3. Have taught the last fifteen (15) years in the Harlowton Public School system.
4. Submit the Irrevocable Election Form to Montana Teacher's Retirement System at least ninety(90) days prior to the last day of instruction in order to have unused contingency pay contributions to be pre-tax.

## ARTICLE 13 - PROFESSIONAL LEAVE

Each teacher will be allowed up to \$750 and a maximum of three (3) days professional leave to attend an educational conference, workshop, or class of the individual teacher's

choice, which pertains to the teacher's classroom, enhanced curriculum area or professional development. All other requested professional days may be requested with proper justification to the administration. These days shall not be denied for arbitrary or capricious reasons. The Districts monetary contribution shall be used only to defray costs of transportation, meals and tuition. The District shall pay substitute costs.

#### **ARTICLE 14 – ACTIVITY LEAVE AND NOTICE**

Upon formal request from the administration, teachers may at times be asked to fulfill duties during the normal school day which facilitate school activities. If **formally** approved to do so, in accordance with the adopted procedure determining the appointment of such duties, the teacher will not be asked to forfeit any part of their compensation, to include salary, wages, or discretionary, sick, or professional days to fulfill those duties. Additionally, this does not entitle teachers to additional compensation for participating in the activity if it is undertaken during the course of a normal contract day.

Teachers will be notified of opportunities to participate in such school activities as they arise, with practical notice before the event(s) and having equal prospects in volunteering for those temporary opportunities. Ultimately, a teacher will defer to the discretion of his or her supervisor upon the assent or dissent of their offer(s) to help in a given activity, with the understanding that decisions will be made based on all reasonable considerations such as impact to classroom, previous cumulative volunteer hours in school-related activities outside of contract hours, and most appropriate choice(s) of personnel based on knowledge and skills, etc. In addition, licensed staff will be given preference in the assigning of these tasks. The appropriate chain of command will be followed in the event of any contention. It should be understood that a teacher's offer of help in no way obliges an administrator to assent to their participation.

#### **ARTICLE 15 - DUTY FREE LUNCH PERIODS**

- Every Elementary teacher shall have one day a week of noon recess duty assigned to them, following the teacher rotation schedule.
- Every teacher shall have no less than a twenty (20) minute uninterrupted, duty free lunch period the remaining four (4) days of the week, unless the interruption is agreed to by the teacher or an emergency arises.
- On the day the Elementary teachers have lunch recess duty, they will not have any other recess duty that day.

- Junior High/High School teacher will monitor noon lunch hour on a weekly rotation schedule with Administration filling in as needed.

**ARTICLE 16 - NO STRIKE CLAUSE**

There will be no lockouts by the School District or strikes or slowdowns of work by the Association.

**ARTICLE 17 - BOARD RIGHTS**

The Board of Trustees shall have those rights as are provided by Montana statute, and shall reserve all rights to manage the District that are not specifically modified in this agreement.

**ARTICLE 18 - TERM OF AGREEMENT**

This contract is designed for a period of three (3) years, the 2018-2019, 2019-2020, and 2020-2021 school years, with agreement to open for negotiation the insurance premium for year two of the agreement. The contract shall expire June 30, 2021, as does the salary schedule and there shall be no step/lane movement until future negotiations results in an agreement for the same.

**ARTICLE 19 – COVID-19**

Covid-19 MOA IS in place for the 2020-2021 school year.

IN WITNESS WHEREOF, the parties hereto have put their signatures this:

31<sup>st</sup> day of August, 2020

FOR: BOARD OF TRUSTEES

Trini J. Schulz

CHAIR

HEA

Codi A. Hansen

HEA PRESIDENT

Lynn Lewis

ATTEST: CLERK

Gwen Begger

HEA SECRETARY