

COMPREHENSIVE AGREEMENT

Between the Board of Trustees,
KALISPELL SCHOOL DISTRICT NO. 5
AND HIGH SCHOOL DISTRICT

and

KALISPELL EDUCATION ASSOCIATION

School Years
2017- 2019

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ARTICLE 1 - PURPOSE

- 1.1 Parties: This Agreement is entered into between Kalispell Elementary School District No. 5 and Kalispell High School, Kalispell, Montana (hereinafter referred to as the “District”) and the Kalispell Education Association (hereafter referred to as “Association”) pursuant to and in compliance with the Montana Public Employees Collective Bargaining Law Title 39, Chapter 31, Montana Code Annotated, as amended (hereinafter referred to as the “Act”) to provide the conditions of employment for teachers during the duration of this Agreement with respect to wages, hours, fringe benefits, and other conditions of employment.

ARTICLE 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- 2.1 Recognition: In accordance with the Act, the District recognized the Kalispell Education Association as the Exclusive Representative of the appropriate unit. This Exclusive Representative shall have those rights and duties as prescribed by, the Act and as described in this Agreement.
- 2.2 Appropriate Unit: The Association shall represent members of the appropriate unit which shall consist of all teachers and long-term substitute teachers of the District who are certificated in Class I, II, IV, or V as in Section 20-4-106, specialists requiring a license under the laws of the State of Montana, and whose positions call for or require such certification but shall exclude the following: Building administrators, the Superintendent, the Assistant Superintendent, Business Manager, Transportation Director, short-term substitute teachers, and other employees, having responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment, or who have the authority to act for the agency on any matters relating to the implementation of agency policy as representatives of management, and any teacher whose employment is of a temporary, casual or seasonal character.

ARTICLE 3 - DEFINITIONS

- 3.1 Conditions of Employment: Conditions of employment shall mean wages, hours, fringe benefits and other conditions of employment subject to those limitations defined as management prerogatives by the Montana Code Annotated, Title 39, Chapter 31, Montana Code Annotated.
- 3.2 District or School Board: The terms “School Board” or “District” shall mean School District No. 5, Kalispell, Montana, its Board of Trustees or its officials and representatives as designated by the Board of Trustees.
- 3.3 Meet and Confer: Meet and confer means the exchange of views and concerns between the District and the Association.
- 3.4 Combined Sick Leave: Includes sick, family sick, and family death leave as defined in 12.2.
- 3.5 Short-term Substitute: Refers to substitute teachers that take the place of the regular, licensed or authorized classroom teacher or specialist on a day to day basis for no more than 35 consecutive teaching days.
- 3.6 Long-term Substitute: Refers to substitute teachers who fill the position of an absent regular, licensed or authorized classroom teacher or specialist, if the absence lasts for more than 35 consecutive teaching days. The salary will be at Step 2, Lane 0 without years of experience consideration. Health insurance eligibility will begin after the 60th working day on contract unless

a definitive return date of the incumbent is within ten working days after the 60th day or the end of the school year is within ten working days after the 60th day.

- 3.7 National Board Certification: Only national certification from NBPTS (National Board of Professional Teaching Standards) and the NCSP (National Certified School Psychologists) is recognized for the .050 salary increment. The ASHA (American Speech Language Hearing Association) is recognized for the .040 salary increment.

ARTICLE 4 - DISTRICT RIGHTS

- 4.1 Managerial Rights: The Association recognizes that the District is not required to and is not permitted to meet and negotiate on matters of inherent managerial prerogatives; which include, but are not limited to the following: Directing employees, hiring, promoting, transferring, and assigning and retaining employees; relieving employees from duties because of a lack of work or funds or under conditions where continuation of such work would be inefficient and not productive; maintaining the efficiency of government operations; determining the methods, means, job classification, and personnel by which government operations are to be conducted; taking whatever action may be necessary to carry out the missions of the District in situations of emergency; and establishing the methods and processes by which work is performed.
- 4.2 Management Responsibilities: The parties recognize the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.
- 4.3 Effects of Laws, Rules and Regulations: The parties recognize that all teachers covered by this Agreement shall perform the teaching and teaching related services prescribed by the District, as defined in the Teacher's contract and elsewhere in this Agreement. The parties also recognize the right, obligation, and duty of the Board of Trustees and its duly designated officials to promulgate rules, regulations, directives and orders insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives and orders shall be null and void and without force and effect, but all other provisions or applications shall continue in full force and effect.

ARTICLE 5 - TEACHER AND EXCLUSIVE REPRESENTATIVE RIGHTS

- 5.1 Right to Organize: The members of the appropriate unit shall have and shall be protected in the exercise of, the right of self-organization, to form, join or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint or coercion.
- 5.2 Representation Fee: No employee will be required to join the Association, but membership will be available to all who apply, consistent with the Association Constitution and policies.

The Association will require of all nonmembers the payment of a representation fee. The amount of such fee shall be determined by the Association. Every employee who is not an Association member shall as a condition of employment pay to the Association an amount equal to the annual unified membership dues, less such amounts as are not chargeable according to Association

policy and applicable court decisions. Therefore, upon notification by the Association, the District will deduct from the monthly earnings of named Association nonmembers the amount of the Association's representation fee. The following language shall be placed in the individual teaching contract of each employee covered by this Agreement:

I authorize and instruct the District to deduct from my monthly pay the amount the Association has certified to the District as the Association's representation fee, per the Collective Bargaining Agreement, and to pay these monies over to the Association.

The Association agrees to indemnify and hold harmless the District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all court costs and attorney's fees arising out of the provisions in this Agreement between the parties for dues and fee deduction. The defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys.

The District will deduct from the salaries of certificated staff dues for membership in the Association. Authorization will be through forms provided to each certificated staff member by the District. Forms will be distributed to staff in September and deductions will begin in October, and will be prorated over the remaining pay periods. Money so deducted will be transmitted to the Association on a monthly basis.

5.3 Information Available to Association: The District agrees to furnish to the Association upon written request to the Superintendent such information, or access to such information, as is not confidential and is available and appropriate subject only to any exclusions provided under Montana Law. The production and distribution to the Association of such information shall be subject to the District's right to require reimbursement for the cost of such production and distribution.

5.4 Association Use of Facilities: The Association shall have the right to use available school buildings at reasonable hours for meetings. Scheduling shall be subject to the approval of the District in advance of the time and place of such meetings through the building principal. The use of the school building by the Association shall be subject to the right of the District to make normal charges for such usage as determined by the District if such usage incurs additional costs to the District. The intent of this paragraph also applies to Association use of school equipment and school communication facilities.

5.5 Representative Unit Released Time: The President of the Representation Unit shall have release time for the second half of the day.

If at a high school or at the middle school – three teaching periods per day, the association will reimburse the District at the rate of one half of the actual cost of the president's full time-salary and benefits.

If at an elementary the equivalent of three teaching periods per day, not to be less than 120 minutes, will be determined between the KEA president and his/her building principal. The association will reimburse the District for an elementary president at the rate of one-half of the actual cost of the president's full-time salary and benefits.

5.6 Just Cause: No teacher shall be disciplined, reprimanded, reduced in rank or compensation, discharged, or deprived of any professional advantage without just cause. This section does not

restrict the District's rights and obligations regarding non-tenure election and/or termination as described in Section 20-4-206, MCA.

5.7 State and Federal Rights: Nothing contained herein shall be construed to deny or restrict any teacher such rights as he has under the laws of Montana and the United States or other applicable laws, decisions and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

5.8 Monitoring and Observation of Teacher: All monitoring or observations of the work performance of a teacher, relating to teacher evaluation, shall be conducted openly and with full knowledge of the teacher. A teacher receiving any unfavorable comments on an evaluation may request a conference with the evaluator for the purpose of mutually agreeing on what assistance the District may provide to assist the teacher in improving those area(s) of instruction which were evaluated unfavorable. Assistance will then be given by the District as agreed upon.

5.9 Tenured Teacher Staff Evaluation Process: Each tenured teacher will be formally evaluated a minimum of once every three years using the Certified Teaching Staff Performance Evaluation (CTSPE). Each teacher will participate in setting a goal or focus area on an annual basis

During the evaluation year, a certified administrator will formally evaluate the teacher. The evaluation process will consist of a completed CTSPE in all four domains, based upon at least one formal observation with a pre-conference and post-conference and several drop-in visits.

5.9.1 The certified administrator will provide feedback to the staff member. The final formal observation including the CTSPE will be completed by May 1st.

This process is inclusive of the period of time since the prior formal evaluation. The CTSPE will be signed by the staff member. This signature does not necessarily indicate agreement with the evaluation and the staff member may attach any comments concerning the evaluation. Any policy and procedure changes to the evaluation process will be mutually agreed upon by the KEA and KPS.

5.9.2 If, at any time, the evaluator feels improvement is needed by the teacher, this will be noted in writing and discussed with the teacher. If remedial procedures are deemed necessary by the evaluator for the tenured teacher the assistance program will be initiated.

5.10 Non-Tenured Teacher Evaluation Program - Non-Tenured Certified Staff – (First, second, and third year of employment with Kalispell Public Schools): During the first three years of employment with Kalispell Public Schools, a staff member will be evaluated using the Certified Teacher Staff Performance Evaluation (CTSPE).. This evaluation program will apply to beginning teachers as well as to experienced teachers new to the Kalispell Public Schools. Each first year non-tenured staff member will be assigned a mentor.

5.10.1 The non-tenured staff member shall be formally observed twice per year in separate semester/trimesters. These observations will be for at least 30 minutes. . Every observation shall be conducted openly. Each formal observation will include a pre-conference and a post-conference with a written evaluation and a completed CTSPE prior to May 1st. The post-conference will occur within seven working days of the observation barring extenuating circumstances. The staff member will also be observed at least three times informally throughout the year.

5.10.2 Evaluations will be a factor in determining the continuation of employment, recommendation for

the Evaluation Assistance Procedure or termination of employment. The second written evaluation shall be completed by May 1st. The evaluation shall be signed by the staff member. This signature does not necessarily indicate agreement with the evaluation and comments concerning the evaluation may be attached. No portion of this section interferes with the District's rights and obligations regarding non-tenure staff as defined in Section 20-4-206, MCA.

- 5.11 Evaluative Assistance Program: Staff members who have been determined by their evaluator to be in need of guidance and improvement may be placed on the Evaluative Assistance Program. Staff members who are placed in the program will be notified by the evaluator. An evaluative Assistance Program is not considered disciplinary action.
- 5.11.1 The assistance team will consist of an administrator as the sole evaluator, and a tenured teacher as a support person for the teacher being placed in the assistance process. This team's purpose is to assist the employee in meeting pre-determined objectives as well as provide support to the staff member as they work to improve satisfactorily, their performance. The tenured teacher will be chosen jointly by the District and the KEA prior to the implementation of the assistance program. No teacher shall be placed as the support person without the teacher's approval. The District and KEA will jointly offer an in-service to prospective support persons each year.
- 5.11.2 The staff member will meet with the assistance team. A representative of the KEA will be included in the initial meeting. A representative of the Central Office may be included in this meeting. At this meeting, the program of assistance process will be outlined to the staff member. In that meeting or in a subsequent meeting the Assistance Program plan will be presented to the employee and a copy of the plan will be placed in their personnel file. The staff member has the opportunity to provide a written rebuttal to the Assistance Program within five (5) week days of receipt of the document. This rebuttal will be placed in their personnel file along with the Assistance Plan. If the staff member refuses or fails to fully comply and participate with the provisions of the Assistance Program, this will be considered insubordination and disciplinary action may be initiated.
- 5.11.3 The evaluator shall oversee the preparation of the written document prepared by the Assistance Team using the following guidelines:
- a. Deficiencies shall be listed
 - b. Specific steps needed to correct the deficiencies will be listed
 - c. Any assistance offered will be listed
 - d. Indicators that will be used to determine if the deficiency has been corrected shall be listed.
 - e. An established time frame to include a start and end date will be presented for completion of the Assistance Program in consideration of the deficiencies noted by the evaluator.
 - f. A summative narrative detailing the assistance period and recommendation will be prepared by the evaluator at the end of the Assistance Program. This narrative will be signed by the staff member. The signature does not necessarily indicate agreement with the evaluation. The staff member may attach any comments concerning this narrative. All documentation from the Assistance Program will be placed in the staff member's permanent file.
- 5.11.4 Evaluative Assistance documentation may be requested by the staff member to be removed from the personnel file 3years after the date of completion as long as there are no further issues relating to the provisions outlined in the Initial Assistance Program.

- 5.12 Mutual Responsibility: The District and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environments and that teachers alone cannot be held accountable for aspects of the academic achievements of the pupil in the classroom. Test results of academic progress shall not be used as the sole evaluation device to determine the quality of a teacher's service or fitness for retention.

ARTICLE 6 - SCHOOL YEAR

- 6.1 Duty Year: The basic duty year for regular full-time teachers shall consist of 187 days with 180 P.I. and 7 P.I.R. days as scheduled on the Board approved District calendar. In addition, teachers new to the District may be required to attend not more than three duty days for in-service training prior to the start of school. Teachers shall be compensated for each day in attendance at the daily rate determined by dividing the base annual salary by the number of teacher duty days in the school year. Please refer to Section 7.3.1 relating to the additional PIR day for elementary teachers
- 6.1.1 Induction: New teachers will participate in a 3-year in-district induction process with the following schedule:
- Year 1 of 3 = Four days of Induction (contracted 187 days plus up to 2 days at daily rate, 2 days release)*
Year 2 of 3 = Four days of Induction (contracted 187 days plus up to 2 days at daily rate, 2 days release)
Year 3 of 3 = Two days of Induction (contract 187 plus up to 2 days at daily rate)
- Additional days of service will be scheduled in advance at the District's discretion to provide additional training opportunities. These days may or may not be within the duty day as outlined in the negotiated agreement. Any days scheduled prior to the first day of the contract year will be scheduled within the two weeks prior to the start of the academic year. Teachers will be paid for these additional days based upon their daily rate. A day is defined as 7 hours for this article only.
- 6.2 Calendar: The scheduling of the duty year shall be established by the District as a school calendar prior to May 1 for the succeeding school year. In constructing the calendar, the District shall meet and confer with the Association regarding the calendar, including P.I.R. days. The District calendar shall be a part of District policy and shall not be a part of this Agreement.
- 6.3 Rescheduling: In the event that an employee duty day is lost due to a school closing, the teacher shall perform duties on such other day (if any) in lieu thereof as the District determines, after meeting and conferring with the Association.
- 6.4 MEA-MFT Convention Days: MEA-MFT convention days are computed as pupil instruction related days, and are included in the total days indicated on the teacher's contract. The teacher is therefore contractually obligated to the District for two flexible PIR days that are on the approved list for PIR or OPI renewals.

ARTICLE 7 - DUTY DAY

- 7.1 Basic Day: The basic work day shall begin one-half hour before the teachers' first assignment and shall last one-half hour after the teachers' last assignment, as required by building regulations, except as indicated elsewhere in this agreement. The total of building hours and the

one-half hour before the teachers' first assignment and one-half hour after shall not exceed eight hours.

- 7.1.1 On days preceding holidays or recesses, the teacher's day shall end at the close of the student school day, at the discretion of the building principal.
- 7.2 Building Hours: The specific hours of any individual building may be adjusted by the District. The specific hours for each building will be designated by the District, within parameters set forth in 7.1.
- 7.3 Additional Activities: Teachers will be required to perform additional duties beyond the basic duty day, including open house events, parent teacher conferences, once a month staff meetings or District meetings including pre-school orientation sessions as required by the District and/or scheduled on the yearly calendar. If changes (scheduled date, additions and/or deletions) are necessary, at least two weeks notice will be given. In case of an emergency, those teachers with legitimate conflicts will be given consideration. In addition to the duties described, teachers are encouraged to attend meetings and/or other in-service opportunities that have as their ultimate goal improving teacher/learner performance. Department Heads are to attend additional meetings as required by virtue of their position.
- 7.3.1 Parent-Teacher Conferences Release: Kindergarten through 5th grade teachers will be provided one (1) additional PIR Day prior to Fall Parent-Teacher conferences for the purpose of preparing and/or conducting Parent-Teacher conferences. All teachers will make every reasonable effort to meet with the guardians of every student at least one time per year, preferably in the fall.
- 7.4 Lunch Period: All teachers shall receive a daily duty free, uninterrupted lunch period of at least forty minutes in length. Teachers shall be permitted to leave the building during their lunch period, provided the school office is notified.
- 7.5 Each teacher shall have, during the student school day, at least one duty free period for planning or preparation. The intent of this time is to provide for lesson planning, professional reading, visiting other classes, or engaging in activities that can improve teacher performance or student learning.
- 7.5.1 For grades Pre-K through 5 the total daily time shall be at least 40 minutes (grades 1-5 40 consecutive minutes not including recess).
- 7.5.2 For grades 6-12, this time shall be at least 1/5 of the teacher's student instruction time. If in a 7 period day, teachers in grades 6-12 will teach 5 periods, have one duty period and one duty free preparation period.
- 7.6 If the District were to consider the reconfiguration of the District's schools, a committee of teachers, appointed by the association, administrators and one board member, will come together to consider the scheduling implications of such a configuration change and will present the pros and cons of said change to the board of trustees. The board will make the final decision on any reconfiguration of the District's schools.
- 7.7 Class size: In order to provide an optimal learning environment for all students, class composition will be analyzed by class size and achievement levels, with the Standards for Accreditation of Montana Schools as a guideline for maximum class size. A procedure will be developed for building administrators to notify staff with a class size that exceeds state

accreditation standards. A process for determining support, utilizing a team approach, will be initiated at each site by a site administrator.

- 7.7.1 The Association president will be granted the relevant technology access and assistance to acquire class size information.

ARTICLE 8 - BASIC COMPENSATION

- 8.1 Basic Compensation: The basic salaries of teachers covered by this Agreement will remain in effect during the 2017-2019 school years, and are set forth in the schedules attached hereto.

- 8.2 Placement on the Salary Schedule, Addendum A: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

- 8.2.1 Initial Placement, Previously Earned Courses: A staff member newly employed will be given credit on the salary schedule for previously earned credits subject to the following provisions:

- A. Initial placement on the salary schedule will not occur until the teacher or specialist s/he provides both (1) official transcripts and (2) current State of Montana license
- B. No credits earned and credited toward the teacher's or specialist's bachelor's degree will count towards any initial placement on the salary schedule beyond the BA column;
- C. No credits earned and credited toward the teacher's initial Class II licensure requirements will count towards any initial placement on the salary schedule beyond the BA column with the exception of:
 - i. Newly hired staff with a master's degree outside of their licensed endorsement fields will be placed no lower than the BA+30 column.
 - ii. Newly hired staff with a Class I, Class II, Class III or Class IV license who earned a bachelor's degree in their licensed endorsement field prior to earning a master's degree that served as the basis for the issuance of their license will be placed using the credits obtained in earning that master's degree.
- D. Any initial placement (or subsequent movement) beyond the BA column requires that the teacher or specialist possess a valid license; apart of a Class V license.
- E. Based on the uniqueness of their training program and any advanced degree status required for them to be professionally licensed in the State of Montana (apart from a Class V license), specialists may be granted credit beyond their bachelor's degree for purposes of initial placement to the right of the BA column on the salary schedule
- F. Based on the uniqueness of the counseling program and the requirement of an advanced degree to be certified in the State of Montana (apart from a Class V license), counselors may be granted credit beyond their bachelor's degree for purposes of initial placement to the right of the BA column on the salary schedule.

Members with questions regarding their initial placement are highly encouraged to contact the Human Resources department for review. If a member disagrees with initial placement an appeal may be made to the Human Resources Director. If the member still disagrees with the placement decision s/he shall request review of the Credit Evaluation Committee using the process designated in Article 8.2.13.

- 8.2.2 Initial Placement, Previous Experience: A teacher or specialist newly employed who has no experience in other accredited school systems requiring a teaching or specialist license will be placed on step two. A member who has had experience in other accredited school systems

requiring a teaching or specialist license, will be given credit on the salary schedule for that experience, except that he/she will be placed no higher than step nine.

- 8.2.3 Evidence of College Transcripts and Valid Teaching License: Within ten days of the start of employment all new staff will provide the Human Resources office with complete official college transcripts, showing all courses taken for initial placement on the salary schedule.

Mid-Year Hires: Must provide transcripts within 10 days. If the employee is required to take and pass a PRAXIS exam to modify license level, they will be granted an additional 20 school days to complete the exam of the applicable years to be applied to the schedule.

For advancement on the salary schedule, all staff will provide official college transcripts for those applicable courses. Such transcripts will be maintained as part of the employee's personnel file in Human Resources. No adjustments in placement on the salary schedule will be made without transcripts.

All employees will register their teaching license with the Human Resources office, as well as with the County Superintendent of Schools as required by law.

- 8.2.4 Evidence of Earned Credits: Official Transcripts of additional credits earned for advancement on the salary schedule must be presented no later than October 1 of the school year of the contract. No adjustment in salary placement will be made after that date. Credits submitted prior to July 1 for advancement on the salary schedule will be effective on the 1st pay period. Credit submissions received between July 1st and October 1st will be effective Nov 15th. Credits earned after September 1 will not be recognized until the following year.
- 8.2.5 Provisional Certificates: Certified personnel holding a Class V license will be placed on the salary schedule on the BA+0 lane, (using previous experience and Master's stipend, if applicable) and will remain there until they have earned a non-provisional license. Credits earned to convert a provisional license to a non-provisional license will not be counted for advancement on the salary schedule, but all other applicable credits will apply subject to 8.2.1, 8.2.4, and 8.2.11.
- 8.2.6 Advanced Degree Recognition: Credit for a Master's Degree will be given only for a Master's in the teacher's teaching field, or in the specialty area of the teacher, (counseling, special education, speech and hearing, etc.) or in elementary education for an elementary teacher, or secondary education for a secondary teacher. (Exception will be made if the degree is earned in a field related to the teacher's classroom assignment as determined by the District.) If a teacher earns a Master's Degree in a specialty area other than the teacher's field at the time the Master's is earned, the Master's increment will be applied only when the teacher moves into the field in which the Master's was earned.
- 8.2.7 This contract does not remove the class one stipend from any Teacher that earned it prior to 5/1/2017
- 8.2.8 Previously Earned Master's Degree or Fifth Year: Nothing in this Agreement shall cause a teacher who had salary schedule recognition of a Master's Degree or fifth year on the salary schedule prior to the adoption of this salary structure in 1977 to lose these benefits, for salary purposes.
- 8.2.9 Doctoral Increment: .075 of base salary. Master's Increment: .060 of base salary. National Board Certification: .050 of base salary. ASHA National Certification: .040 of base salary. Class I increment: .020 of base salary. Career increment: .050 of base salary after 16 years experience in

the District. Off Schedule increment: Any teacher who is on step 17 and therefore not eligible for a step increase shall receive .025 of base in addition to their regular scheduled rate. This will be prorated for part-time teachers

Adjunct Professors: If a teacher has the necessary qualifications for adjunct status at a post-secondary institution of education and teaches a concurrent enrollment class available to high school students for dual credit, the teacher will receive compensation. The compensation will be equivalent of two-thirds of the amount Flathead Valley Community College would pay for a similar class.

- 8.2.10 Master's Degree, Doctoral Degree, Class I Certificate, National Board Certification, and ASHA National Certification Notification Requirement: Evidence of earned Master's, Doctoral or Class I certificate must be provided by October 1 to Human Resources of the applicable year to be applied to the schedule. Evidence of National Board Certification and ASHA National Certification must be provided by the first day that school convenes in January in order to be compensated during the current school year. National Board Certification and ASHA National Certification shall be payable during the effective dates of the certificate.
- 8.2.11 Applicable Credits: Only credits earned from a fully accredited college will apply toward advancement on the salary schedule. Credits for movement on the salary schedule beyond the BA+0 must be upper-division (300 numbered course and above). Courses shall be directly related to teaching assignment, endorsed teaching fields(s), or apply to an advanced degree in education. Exception: Teachers wishing to have lower-division courses considered for salary schedule advancement must secure advance approval. Courses must be directly related to the teacher's assignment or contribute to the improvement of instruction. Such requests will be submitted in writing to the building principal, who will forward them to Human Resources for evaluation, along with his/her recommendation.
- 8.2.12 Schedule Movement: Advancement on the salary schedule will be limited to no more than one experience step and one lane per year, unless prior notification is made by May 1st of the year preceding the anticipated move. (Ex: A staff member with 20 years experience moves from Step 14 BA-30 to Step 17 BA-45. Lane advancement or increment requests should be submitted by May 1st. Multiple lane advancement requests must be submitted to the Human Resources office prior to May 1st. The Superintendent or designee has the discretion to review and approve or deny multiple lane requests based upon internal factors such as, but not limited to, budget and accreditation. Horizontal movement on the salary schedule will be limited to no more than four lanes in any five year period.
- 8.2.13 Credit Limitations: No more than twenty percent of credits earned for each movement on the salary schedule may be in lower division courses. (All lower division courses subject to approval are provided elsewhere in this Agreement.) No more than one third of credits earned for each movement on the salary schedule may be credits in coaching clinics. (All teachers asking to use coaching clinic credits must in fact be coaching during the school year that they wish to apply these credits, and the credits themselves should directly relate to the teacher's coaching assignment. Teachers whose primary assignment is to teach physical education and/or health at the time of the movement request are exempt from this limitation if the content of the extra coaching credits directly relate to the teacher's teaching assignment.)

No credits earned through participation in courses that are A) paid for by the District, or B) for which the District has provided release time may be applied to movement on the salary schedule. No course will apply to movement on the salary schedule if the teacher has previously taken the

course, and if it entered into either the teacher's initial placement on the salary schedule, or into earlier advancement on the salary schedule.

A "C" grade or higher must be earned in order for a course to be used for salary advancement. Courses with a "Fail" or "Audit" cannot be used for salary advancement. For the purposes of salary schedule advancement, the grades "CR", "P", and "S" will equate to a "C"

- 8.2.14 Credit Evaluation Committee: A credit evaluation committee may be called upon by either the teacher whose credits are being evaluated, or the Superintendent (or the Superintendent's designee) to resolve questions about the applicability of credits to the salary schedule. The committee, when formed, will recommend approval or disapproval of credits for the application to the salary schedule to the Superintendent (or Superintendent's designee).

The Superintendent (or Superintendent's designee) has both the responsibility and the authority for acting upon committee recommendations for credit approval for movement on the salary schedule. If a committee recommendation is rejected by a Superintendent designee, the teacher may appeal to the Superintendent who will review committee recommendation, and if requested will hear the arguments of the teacher involved. The Superintendent's decision will be communicated to the teacher, the committee, and the Superintendent designee with reasons. The Superintendent's decision will be final, and will not be grievable. All other provisions of this Agreement relating to salaries and credit approval for movement on the salary schedule will apply.

The limitations relative to courses below 300 numbered courses will be strictly enforced by the credits evaluation committee. (Courses below 300 must be directly related to the teacher's assignment, and there must be evidence they will contribute to improvement on instruction.) The credit evaluation committee, when formed, will consist of the following membership:

- For an elementary (1-5) request: 2 tenured elementary teachers, 1 tenured middle school or high school teacher, and 1 elementary principal.
- For a middle school (6-8) request: 2 tenured middle school teachers, 1 middle school administrator, 1 tenured elementary or high school teacher.
- For a high school (9-12) request: 2 tenured high school teachers, 1 high school administrator, 1 tenured middle school or elementary teacher.
- For a special education request: 2 tenured teachers at the teaching level (elementary or secondary) of the teacher whose credits are being evaluated, one of whom will be a special education teacher, Special Education Director or his/her designee and one tenured teacher at a level other than that of the teacher whose credits are being evaluated.

A teacher may volunteer for committee membership, or may be appointed by the building principal. The teacher's approval is necessary before the teacher will serve on the committee. The final approval for committee membership will be mutually agreed upon by the District and the Association. Committees will meet outside of opening and closing time of school.

- 8.2.15 Military Experience: Credit will be given on the salary schedule for military service, year for year, up to three years, but only if such service interrupted the candidate's teaching. The total of service credits and out of district experience may not exceed seven years.
- 8.2.16 Work Experience for Vocational Technical Instruction: The Office of Public Instruction requires a minimum of 10,000 hours of work experience for full vocational technical certification as per ARM 10.57.421(3). The District will grant one year's experience credit to vocational technical certificated teachers for each 5,000 hours of work experience applying to such certificate. Maximum of two years' experience credit will be granted (10,000 hours) nonretroactive.

- 8.2.17 Schedule Placement Error: In the event that any error in the placement of a certified staff member on the salary schedule is discovered, such error shall be rectified through (1) immediate movement of the certified staff member to the correct placement and (2) a fixed-sum payment arrangement between the certified staff member and the District as follows:
- A) If the erroneous placement resulted in the certified staff member receiving less than he or she would have received under the correct placement, an amount equal to one school year's worth of the difference between the correct and incorrect placement, to be paid to the certified staff by the District in equal installments over the certified staff member's designated contractual pay periods;
 - B) If the erroneous placement resulted in the certified staff member receiving more than he or she would have received under the correct placement, an amount equal to one school year's worth of the difference between the correct and incorrect placement, to be paid by the certified staff member to the District in equal installments over the certified staff member's designated pay periods. An extension for hardship may be granted with mutual agreement between the member and the District.
 - C) If the erroneous placement resulted in the certified staff member receiving more or less than he or she would under the correct placement during the course of the school year in which it occurred then the fixed sum payment shall be equal to the actual error amount to be paid in equal installments until the end of the year. An extension for hardship may be granted with mutual agreement between the member and the District.

The parties agree that the process set forth above shall be the sole and exclusive remedy for the District, KEA and any certified staff in the event of any schedule placement error.

- 8.3 Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days is deducted for each day's absence.
- 8.4 Additional Employment: Whenever teachers are assigned additional employment or contract with the District for continuation of their school year assignment beyond the duty year, additional salary shall be determined by dividing the teacher's annual salary for the school year just concluded by the number of teacher duty days, and additional employment will be at the daily rate thus arrived at. Teachers may otherwise contract with the District for additional employment which may include: curricular work, mentoring and other functions approved by the District. The additional salary shall be determined by dividing the base annual salary by the number of teacher duty days which number in turn shall be divided by eight hours per workday, and additional employment will be at the hourly rate thus arrived at.

Those staff teaching approved district summer school Christmas Catch-up, and approved in-service as directed by the District shall be paid at the BA+45, Step 4 hourly rate for instruction time.

- 8.4.1 Additional Assignment: A teacher assigned to an additional structured classroom teaching period beyond what is considered to be a full-time contract, as defined in Article 7 of the negotiated agreement, shall be compensated at a rate of (1/5) of his or her regular annual salary. This additional teaching assignment will be in lieu of the teacher's individual preparation period.
- 8.4.2 Certified staff members on personal prep time may substitute for other certified staff members and will be given an equivalent increment of compensatory time as compensation. This arrangement must be initiated and approved by the building principal or his/her designee. No more than three days of compensatory time can be used in any school year.

8.4.2.1 Compensatory time may be used in conjunction with personal leave requests. Combined leave requests must be three units of leave or greater.

8.4.2.2 Compensatory time is intended to be used in the school year that it is earned, therefore, it must be used by June 1st of that school year. Compensatory time accruals of 3 units or less “rollover” to the next school year. All compensatory time earned after June 1st will be rolled over.

8.4.2.3 Elementary teachers may earn comp time during their duty-free lunch period. Elementary teachers may earn comp time when a class is added to their current teaching assignment. This will not exceed 45 minutes per day.

8.5 Pay Periods: Payroll checks shall be issued on or before the 15th day of each month. If the 15th falls on a day when school is not in session, teachers shall receive their payroll checks on the last previous day that school is in session, mechanical/electronic breakdown excepted. However, the June end of year payroll check will be issued no later than 7 calendar days following the last day of school.

8.6 Mileage Allowance : Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive mileage allowance as set by the IRS as of January of each year.

8.7 Teacher Retirement Deduction: Unless exemption has been properly certified all certificated employees are members of the Montana Teacher’s Retirement System, and deductions will be made as required by State Regulations.

8.8 Severance Pay/Accumulated Combined Sick Leave Pay: After five years of service in the District under a teaching contract, one-fourth of the employee’s accumulated and unused sick leave will be paid to the employee when leaving the District payable at the daily teaching rate of the leaving employee in effect at the time the employee leaves the District. Payment will be made on or prior to June 30 of the calendar year in which the retirement or resignation is effective. A maximum of 187 accumulated and unused combined sick days will be used for severance.

ARTICLE 9 – EXTRA-CURRICULAR

9.1 Extra-Curricular Compensation: The wages and salaries reflected in Addendum B attached hereto, shall be effective for 2017-2019 school years for extra-curricular compensation.

9.1.1 A committee will be appointed annually for the purpose of evaluation information and making recommendations to the negotiating teams in the area of extra duty stipends. Final determination of any adjustment will be decided during the negotiations process. The committee will hold an initial meeting by the first Wednesday in October with the members appointed by the bargaining unit and the members appointed by the District Superintendent. It will be the responsibility of the Superintendent to call the meeting.

9.1.2 The committee shall represent the entire spectrum of the student activity program. Membership will include representatives of each of the following: Music, performing arts, and speech (1), female sport (1), male sport (1), and additional KEA members (2), these five members all to be appointed by the bargaining agent for the teachers. Additionally, one school board member, the

Activities Directors from high schools, a middle school administrator, and the human resource office or another member of the central office administration, will be appointed by the District Superintendent.

9.1.3 Initiation of action for possible adjustment to the extra-duty stipend index can be made by the committee, the extra-duty personnel involved, or by the School District administration. In the case of the latter two parties, this will be done by serving written notification of a request for adjustment and a committee must be made prior to the third Tuesday in January for the current school year.

9.1.4 The Extra-Duty Stipend index, Addendum B, that is part of this Comprehensive Agreement will remain in effect each year unless adjusted through the committee hearing procedure. If in a non-negotiating year, the board will have final approval of the recommendations.

9.2 Assignment of Extra-Curricular Duties: The District may assign the teacher to extra-curricular assignments listed on the extra-curricular compensation schedule, subject to the willingness of the employees to accept such assignment. Any teacher who accepts a position at the request of District shall be allowed to resign that position at the conclusion of the season for that particular activity. Such assignments are subject to established compensation for such services, consistent with the extra-curricular compensation schedule.

9.2.1 Travel allowances for those coaching in a location other than the place of employment:

\$40.00 per sport for all employee coaches of a middle school sport not teaching at Kalispell Middle School

\$55.00 per sport for all employee coaches of a high school sport not teaching at the same high school.

The travel allowance will be included in the paycheck immediately following the close of each season. Eligible coaches are responsible for submitting a claim at the conclusion of each season.

9.2.2 Each fall the District will notify the District's staff of opportunities available to them to assist the District in the management of extra-curricular events. This announcement will include both paid and volunteer opportunities.

9.3 Department Chairperson Stipends:

The following department chair positions will be in place at each high school with a .116 stipend:

- Art
- International Languages
- Language Arts
- Math
- Health Enhancement
- Social Science
- Vocational
- Business
- Guidance
- Library
- Music
- Science
- Special Education

The following department chair position will be shared between high schools:

- VoAg

The following department chair position will be with combined departments at KMS and with a .116 stipend:

- Art/Music
- English/Foreign Language
- Business/Vocational

The following department chair positions will be in place at KMS and elementary with a .078 stipend:

- Guidance
- Math
- Social Science
- Science
- Special Education
- Health Enhancement
- Library (MS)
- Library (Elem)

All positions will be placed on the stipend longevity schedule.

Department Chair may receive release time with substitutes for nine release days or curricular pay for work outside the school day, or a combination of release time and curricular pay as long as the total cost does not exceed the equivalent cost of nine substitute days. (The highest regular sub rate will be used as the cost of release.) Release time will be chosen by the Department Chairs with prior authorization of their building principal. If a curriculum review is in process or if professional development is offered through the Department Chairs, Department Chairs may require additional release time. Substitutes will not be secured for the Guidance and Library Department Chairs unless it is deemed necessary by administration.

High school department chairs, in lieu of other duty assignments or travel, will be assigned a duty period for departmental responsibilities as outlined in the Department Chair job description.

Middle school department chairs will be assigned to their middle school team or other assigned responsibilities during their duty period. Middle school department chairs who serve as leaders for more than one curricular department shall fulfill the responsibilities of the department chair job description for both curricular areas with the exception of those areas that are curricular specific. The duty period will not be available for department chair responsibilities.

ARTICLE 10 - CONDITIONS OF EMPLOYMENT AND RESPONSIBILITIES

10.1 Conditions of Employment and Responsibilities: All employees will enjoy the rights and privileges, and have the duties and responsibilities as provided by State laws, Board Policy, District and Building Regulations, and the Contract between the District and the employee. Each teacher:

10.1.1 Will teach as assigned by the Superintendent, following such courses of study and curriculum as directed by his/her administrator.

- 10.1.2 Will follow all Board Policy, and District and building Administrative rules and regulations.
- 10.1.3 Will adhere to the duty days as defined in this Agreement.
- 10.1.4 Will carry out supervision duties as required by building regulations or as determined by the building administrator, when an emergency exists in his/her building.
- 10.1.5 Will attend additional meetings and assume other assignments as defined elsewhere in this Agreement.
- 10.1.6 Will be directly responsible to the building principal, and/or his or her designee, for work performed in the building.
- 10.1.7 Will observe the ethics of the profession.
- 10.2 Job Sharing: Job sharing is defined as an employment situation in which two contracted employees are functioning as a full-time equivalent under a single job description.
- 10.3 Professional Development: The KEA and School District, in collaboration, will establish and maintain a committee for the purpose of planning professional development activities. The committee shall meet and make recommendations to the District administration regarding the planning, managing, communicating, documenting and evaluating of the professional development activities for the District that focus on individual, collegial and organizational improvements.
 - 10.3.1 The committee shall be comprised of at least four teachers, and additional members as the District sees appropriate. However, a majority of the committee membership will be teachers agreed to jointly by the union and the District. This committee will serve as the District's professional development committee and will function within the dictates of board policy and adhere to applicable state and federal law.
- 10.4 The District recognizes that it is desirable in staffing decisions to consider the interests and aspirations of its employees. The District will make the hiring process fair for eligible employees while insuring that administrators have the ability to make staffing decisions that will best meet the needs of their students, school and staff.
 - 10.4.1 Vacancies:
 - a) Any vacant position available from the first working contract day of the academic year until May 1st annually will be posted for internal opportunity for five working days prior to being advertised externally. Job announcement notifications will be sent via e-mail and posted on a staff bulletin board at school sites throughout the District. Applicants must submit designated application materials within the timeframe for consideration.
 - 10.4.2 Transfers:
 - Voluntary Transfer:** The movement of an employee to a different grade level, subject area or school site for which the employee has applied.
 - a) A vacancy occurring during the academic year, which is not filled internally, shall be filled on a temporary basis until the end of the academic year.
 - b) The position will be opened to staff through the above vacancy procedure.
 - Involuntary Transfer:** The movement of an employee to a different grade level (K-5), subject area or school site for which the employee has not applied.

- a) The District will notify the teacher and discuss the purpose of the transfer prior to the move.
- b) Certified staff that change school sites during the academic year will be given one working day scheduled by the District to relocate. The District will assist the teacher in the physical move of district property to the new location.
- c) Certified staff that changes school sites for the following school year will be compensated at the curricular rate for up to six hours of moving work. The District will assist the teacher in the physical move of district property to the new location. This is not applicable for the reorganization of staff due to building reconfigurations.

10.5 Distance, Online and Technology Delivered Education: The District will comply with the Montana Board of Public Education Accreditation Standard 10.55.908 for distance, online and technology learning

ARTICLE 11 - INSURANCE

11.1 Health and Related Insurance: The District will contribute \$650 to the Health Insurance Fund on behalf of every primary participating employee. Decisions to change the benefit schedule and/or the deductible portions of the insurance plan, if any, for each year of the duration of this contract must be made prior to May 1 of the subsequent year. The District and / or Insurance Committee will bring forward a proposal to increase the District contribution prior to the expiration of this contract for all participating employees within the district.

11.2 Claims Against the District: It is understood that the District’s only obligation is to purchase an insurance policy and pay for such according to the provisions of paragraph 11.1 herein above, and pay such accounts as agreed to herein and no claims shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

11.3 Eligibility: Benefits provided in this article are designed for full-time personnel. Coverage will be provided for personnel employed half-time or more, but the District’s contribution will be prorated consistent with the percentage of full-time work contracted by the employee.

11.4 Selection of Carrier, Insurance Policy and Dividends: The Insurance Committee will share and gather information regarding health and related insurance items. The Committee shall provide the Board of Trustees and Association a recommendation(s) for changes. The selection of the insurance carrier and policy shall be by the Board of Trustees.

11.5 Reserve Funds:
The Board of Trustees shall hold reserve health-related funds, to include dividends, from these funds. The reserve funds shall be used only for health and wellness benefit purposes which may include rate stabilization for active employees and retirees. Not more than 5% of the funds may be used for retirees and the 5% shall not be used for retiree premiums.

11.5.1. Dissolution or Alteration of the District’s Medical or Dental Benefit Plan:
Upon dissolution of the District’s medical or dental benefit plan, the District will comply with applicable state law.

11.6 Long Term Disability Insurance: The District will provide fully paid long-term disability insurance with the following benefits:

Monthly benefit	60% of salary* with offsets**
Maximum monthly benefit	\$3,000
Elimination period	60 consecutive calendar days

Sickness for five years but not to exceed age 65
Accident for five years but not to exceed age 65

*The term “salary” means 1/12th of the annual wage or salary, exclusive of bonuses and overtime earnings.

**“Offsets” means any amounts of income paid or payable to the insured employee under Workers’ Compensation or any other disability retirement plan provided by governmental agencies, including any payments for which the dependent may qualify as a result of the employee’s disability under such plan, and any disability payments under any other group disability, income plan, or any other disability benefits paid through a retirement program.

- 11.6.1 Long-term Disability Eligibility: LTD coverage will apply to full-time personnel. Coverage will be extended to personnel employed thirty hours a week or more, with the District paying only that portion of the premium corresponding with the percent of full-time employment as reflected in the work schedule and contract of the employee. Employees working less than full-time but more than thirty hours a week will pay the balance of the premium, through payroll deductions.
- 11.7 Continuity of Coverage: All insurance coverage under this article shall remain in force during the summer months for those employees re-employed for the succeeding school year. Those employees who terminate their employment in the summer months may be required to reimburse the District for any premium costs incurred after July 1st of that year.
- 11.8 Retired and Disabled Teacher Benefits: Retired and/or disabled teachers shall be able to continue participation in the District group insurance programs. Such coverage will apply to both the employee and dependent(s). See specific COBRA (group health continuation) policies listed in the front of the group health booklet. Premiums for both retired and disabled teachers will be paid by the retired or disabled employee. It shall be the responsibility of said teacher to make appropriate arrangements with the District business office to pay to the District the monthly premiums in advance of the premium date. In the event that the insurance company should, for any reason refuse to provide coverage for the retired or disabled teachers, the District shall not assume any responsibility for providing such coverage or benefits not provided by the insurance company.
- 11.9 Workmen’s Compensation: The District shall participate in the Workmen’s Compensation insurance program, as provided by law.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.1 Effective Date of Leaves: The full amount of all leaves provided for in this article will be available for use by the teacher from the first required attendance day unless specifically otherwise stated, except that if the teacher’s employment status changes during the school year (maternity leave, resignation, or other action resulting in change in employment status) appropriate prorated adjustments will be made in leave benefits.
 - 12.1.1 A staff member on approved school business and who is stranded or delayed in travel due to adverse weather conditions or cancelled carrier arrangements, upon supervisory approval, shall be reimbursed for any additional cost for travel, food, or lodging. The staff member will be required to account for the normal hours in a regular work day and notify the site administrator as soon as possible.

12.2 Combined Sick Leaves:

12.2.1 Combined Sick Leaves: Each certified staff member shall be awarded fourteen days of sick leave annually. These days of leave will be at full salary for personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity-related complications or disability, family death leave, or family illness leave. Immediate family means employee's spouse, any member of the employee's household, a parent, child, grandparent, grandchild, brother, sister, corresponding in-law and step relative.

A certified staff member may use a total of three days per death of accumulated sick leave to attend to matters relating to the death of another person. The staff member shall submit his/her request for leave to the building principal at least two working days in advance of the anticipated absence. In the event of an emergency, the staff member shall make application as far in advance of the anticipated absence as possible. The District may require substantiation.

12.2.2 Unused sick leave will not be carried forward in the event that a teacher is no longer employed by the District. Any individual, who may be placed on layoff due to reduction in force procedures, shall maintain his/her sick leave benefits up to three years from the date of the layoff.

12.2.3 Staff will take the responsibility to report absences using the current substitute system and procedures as soon as possible when an absence is expected due to illness. (If possible, the evening before the expected absence.)

12.2.4 Responsibility in using the system and knowing leave balances rests with the staff member. Responsibility for arranging for substitutes rest with the District.

12.2.5 After three days of sick leave absence, certificated staff may be required to furnish the District with medical documentation from a licensed physician or certified medical practitioner indicating the absence was due to illness in order to qualify for sick leave.

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

12.2.7 Sick leave shall be approved only upon submission of a sick leave request to the site administrator.

12.2.8 Leave balances are calculated as seven units per day. Staff may access their current leave balance on their monthly earnings statement.

12.2.9 Sick Leave Bank: In the event there is a need for additional sick leave by a teacher, sick leave may be supplemented by contribution of accumulated Sick Leave Bank up to the amount needed to carry that person through the waiting period before the disability insurance becomes effective. This decision will be determined by a joint committee from the District and the Association.

12.2.9.1 Purpose: The purpose of the Sick Leave Bank is to provide additional sick leave days to members of the bank in the event of an illness, surgery, or a temporary disability due to an injury to them or an eligible family member. An eligible family member is a mother, father, brother, sister, child, or spouse.

12.2.9.2 Membership: Initial Enrollment: Each school year any teacher will have the option to join the Sick Leave Bank by completing the application form and submitting it prior to September 30.

Teachers hired during the school year may join within the first 30 calendar days of their employment.

Each member joining will contribute one day of sick leave. Days contributed become part of the Sick Leave Bank and are deducted from the individual member's sick leave. Sick leave days contributed may not be withdrawn.

Continued Enrollment: Each teacher initially enrolled in the Sick Leave Bank remains enrolled unless the KEA president receives written notification from the teacher or specialist requesting to no longer be a member.

- 12.2.9.3 Management: A Sick Leave Bank Committee shall be established and will be the governing body for the Bank. The Committee shall consist of members from the Association appointed by the KEA President. All members will remain anonymous.

The Sick Leave Bank will have a minimum balance determined by the Committee. When the Sick Leave Bank falls below the minimum balance members of the Bank will be notified that a day will be withdrawn from their accumulated sick leave and contributed to the Bank. Members of the Bank will be given 30 days from the date of notification to communicate to the KEA president their desire to withdraw from the Sick Leave Bank. If a member elects to withdraw from the Bank within the designated timeframe, no contribution will be made from his or her sick leave. However, a member who has exhausted all sick leave as a result of an illness or injury at the time of notification for additional contributions shall not be required to make a contribution until the next enrollment period.

Any member of the Sick Leave Bank may request up to a maximum of 45 days of sick leave from the Bank in a single school year, unless a critical need that does not qualify the member for long term disability insurance as outlined in section 11.5 of this agreement has been demonstrated and approved by the Sick Leave Bank Committee. A member requesting to exceed this maximum may be required to provide documentation showing they do not qualify for long-term disability insurance benefits.

The Committee will grant or deny applications to the Bank. Decisions of the Sick Leave Bank Committee will not be subject to the grievance procedure or arbitration. Requests for use of the Bank must be submitted to the KEA president and include the following:

1. A completed Sick Leave Bank application form.
2. An attending medical practitioner's statement indicating the need for the absence(s) from work and the estimated number of days required.

A member applying for days from the Bank for an anticipated need should submit their application 10 calendar days prior to his/her first required absence. Members applying for days from the Bank for unanticipated needs should submit their application within ten working days after the absence unless there are extenuating circumstances.

- 12.3 Personal Day Leave: Four days personal leave will be granted without deduction from sick leave. Personal leave may accumulate to a total of seven days. Employees may be paid for unused personal leave at 1/2 (.5) of their daily rate.

- 12.3.1 Procedures: The site administrator will respond (approval or disapproval) only upon submission of a leave request.

- 12.3.2 A staff member who has a minimum of 79 accumulated unused sick days may trade four sick days once during the current year for one personal day. Any use of sick days during the year that causes the accumulated total to fall below 75 days will invalidate this transaction.
- 12.3.3 Staff members shall exercise restraint in asking for personal leave days immediately before or after holidays and vacations, during the first and last week of school, during scheduled district in-service, and during parent conference days.
- 12.4 Sabbatical Leave – Purpose: The purpose of sabbatical leave will be for professional improvement such as may be obtained through: full-time travel, educational research work, education-related work experience, further education, or other professionally advantageous activities. Such activities must bear a reasonable relationship to the improvement of education within the District. Applications may be rejected if they do not demonstrate a correlation between professional improvement and improvement of education within the District or due to lack of available funds. In such an event, there may be no sabbaticals awarded within a given year.
- 12.4.1 Application Process: The District will notify the organization whether funds for sabbaticals are available by the first Friday of December. A teacher (including those who job share) shall be eligible to apply for sabbatical leave after seven years of service in District 5. The sabbatical will consist of leave for a full contract year, the District paying 50% of the sabbatical teacher’s salary.

All applications for sabbatical leave will be submitted in writing, and will include full details regarding the purpose of the leave.

Applications for sabbatical leave will be submitted to building principals on or before February 10, and will be acted upon by the Board at the first regular meeting following the committee recommendation. Selectee must notify the Board of intent by April 1. If sabbatical leave is turned down by the selectee, a new recipient will be chosen from those applications received before the February 10th deadline. No new applications will be accepted.

Sabbatical leaves will be limited to one at the elementary grades (K-8) and one at the secondary grades (9-12).

The sabbatical leave will be granted subject to approval by a joint review board consisting of two certificated personnel appointed by the association, two board members and the Superintendent or his designee. Additionally, the application must be approved by the teacher’s Principal and the Superintendent. Final approval or disapproval will be by the Board of Trustees.

- 12.4.2 Salary: Teachers on sabbatical leave receive normal salary increment, tenure rights, and fringe benefits while on leave and must return to the District after leave and shall be entitled to return to the same position which they held immediately before commencement of leave or to comparable positions of responsibility.
- 12.4.3 Promissory Note: Teachers granted a sabbatical leave will be asked to sign a promissory note in the amount received, which will be due at the end of two years, only if the recipient does not fulfill the terms of the leave. Standard deductions will apply to the salary while a teacher is on sabbatical leave.

Credits: Credits earned on sabbatical leave will be subject to the provisions of the terms of this agreement relating to professional compensation.

- 12.4.4 Accountability: During the sabbatical year, the teacher will provide four quarterly reports to the

Superintendent. These reports will provide a basis for post sabbatical planning. When the sabbatical teacher returns to the District, he or she will be responsible for disseminating the information gained and for sharing the sabbatical experience with other District 5 personnel. A committee consisting of the Superintendent, the sabbatical teacher's building principal, and the teacher will prepare a plan for such sharing, perhaps spread throughout the two-year payback time. As appropriate, District administration will provide opportunities for that sharing through in-service, time for teacher to speak to others, and whatever other ways would best serve the needs of the District.

12.5 Special School Leave: Certified school personnel will be permitted to work away from District No. 5 on school-related activities during school time under the following conditions:

12.5.1 First two absences will be used as the teacher's personal days.

12.5.2 Subsequent absences may be permitted upon:

- a) Written request to the Principal, at least one week before anticipated absence.
- b) The absence will be with the approval of the Principal and not more than two consecutive school days.
- c) Permission will be contingent upon the availability of an acceptable substitute instructor.

12.5.3 The employee's wages will be deducted for substitute wages for each day or a major fraction of the day absent.

12.5.4 The above applies to situations where the employee is paid for services from a source other than District No. 5 in any amount for work performed out of District No. 5.

12.6 Leave to Serve in Public Office: A Teacher shall be granted time off by the School District according to Montana Code Annotated 39-2-104 to serve in an elected or appointed public office sufficient to enable him/her to serve in such office. A Teacher who is absent from normal duties for reason of public office for part of the school year shall not suffer any curtailment of annual increments, tenure, retirement, seniority rights, insurance contributions or other fringe benefits. For each day's absence from regular duties because of his/her public office duties, the Teacher's annual compensation shall be reduced by 1/187 of his/her Salary or a Teacher may choose to reimburse the School District for the cost of the salary and benefits of the substitute teacher for the period the Teacher is absent to serve in the Montana State Legislature. If the Teacher retains the School District's insurance benefits, then he/she will designate the State's contribution for insurance be paid to the District's insurance fund for the duration of the absence.

12.7 Parenthood Leave :

The District shall comply with all state and federal laws as it relates to pregnancy or pregnancy related disability, adoption or foster care.

12.7.1 During the time an employee is on paid leave related to parenthood leave, the employee shall retain and accrue the benefits of leave, health insurance, tenure, etc. as operative under the Board policy and mandated by law.

12.7.2 Accumulated Sick Leave privileges extend to the bargaining unit member under Parenthood Leave.

12.7.3 Unpaid Extended Parenthood Leave:

After the employee has expended his/her sick leave under the conditions stated above, the employee may request up to 2 full years total of unpaid parenthood leave over the course of their employment with the District. This leave is not benefit eligible. Parenthood Leave may not be requested for children over the age of two. Unpaid Parenthood Leave time will not be applied to granting of tenure.

12.7.4 Upon returning to employment, the employee will be credited with experience accumulated in the school system up to the time of the leave, with five months or more credited as one year, and less than five months not to be credited.

12.7.5 The District may require a Return to Work statement from the employee's doctor verifying that she is able to come back to work with or without limitations after birth of the child.

12.7.6 Any employee intending to request parenthood leave shall submit the request not less than thirty days prior to the anticipated beginning leave date.

12.7.7 Parenthood leave, paid or unpaid, may be requested under the above terms by employees in relation to the birth, adoption, or fostering of a child or children.

12.8 Professional Leave: Any member of the professional staff who has achieved tenure may apply for one year leave for the following purposes:

- a) Further study at an accredited college or university.
- b) To teach on a full-time basis in a foreign country.
- c) To teach or work in another system for the purpose of acquiring expertise in new methods, equipment, or ideas which are being studied for adoption in this District.

12.8.1 Should such leave be granted, it will be counted as one year of added experience, including such benefits as may be inherent in the salary schedule, sick leave benefits, and any other employee benefits applicable to certificated staff.

12.8.2 The individual granted leave shall inform the Superintendent by March 1 of the leave year, of his or her intention to return to the school system. A failure to notify by March 1 will be cause for the District to have no obligation for contract of employment of the individual for the coming school year and/or subsequent school year.

12.8.3 While sick leave benefits and other benefits applicable to certificated staff accumulate during the prior year of professional leave, there will be no payment nor providing of such benefits during the period of professional leave thereof, but the teacher shall be eligible to participate in District group insurance plans providing the teacher pays the premium subject to the limitations of the policy and carrier.

12.9 Jury Duty: Any certificated staff member called to jury will be given full pay less jury duty pay. Other judicial leave will be considered for pay under this section on a case-by-case basis at the sole discretion of the Superintendent or designee. The Superintendent's decision is not subject to the grievance process.

- 12.10 Other Leave Requests: Requests for leaves not included in the above, will be considered on the merits of the requests and the person making such requests. All requests for leave will be transmitted by the applicant to the building principal and will be forwarded by the building to the District Superintendent. The Board of Trustees is the final authority for granting or rejecting leave requests.
- 12.10.1 Other leave requests that are granted will be given without pay, and without benefits of any kind during the period of leave.
- 12.11 Military Leave: Will be given as required by law.
- 12.12 Credits: A teacher who returns from unpaid leave pursuant to this article shall return with experience credit for pay purposes and other benefits which he or she had accrued at the time he or she went on leave. No credit shall accrue for the period of time that a teacher was on unpaid leave, except as specifically stated under the above leave provisions.
- 12.13 Eligibility: Leave benefits provided in this article shall be prorated for part-time teachers.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.1 Grievance Definition: "Grievance" shall mean an assertion by a teacher or teachers resulting in a dispute or disagreement between the teacher and the District as to the interpretation or application of terms and conditions contained in this Agreement.
- 13.2 Association in Grievance Procedures: The teacher or teachers may be represented by the Association, or its designee, during any step of the procedure. The District may be represented by its designee.
- 13.3 Definitions and Interpretations: Reference to days regarding time periods in this procedure shall refer to working week days. A working week day is defined as all week days not designated as holidays by State Law.

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States postal services within the time period.

- 13.4 Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All parties shall cooperate and act in good faith to resolve the grievances.
- 13.5 Individual Rights: Nothing herein contained will be construed as limiting the right of any aggrieved person to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted.
- 13.6 Time Limitations and Waiver: Grievances shall not be valid for any consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specified

provisions of the agreement allegedly violated and the particular relief sought within twenty week days after the date of the first event giving rise to the grievance occurred.* While the grievant is attempting to adjust the grievance, informally, the time limits shall remain intact.

*Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the District's designee.

- 13.6.1 Exceptions to Time Limits: When a grievance is submitted on or after June 1, time limits shall consist of all week days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through this grievance procedure until resolution.
- 13.7 Adjustment of Grievance: The District and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the District in the following manner:
 - 13.7.1 Level I: If the grievance is not resolved through informal discussions, the District designee shall give a written decision on the grievance to the parties involved within ten week days after receipt of the written grievance.
 - 13.7.2 Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five week days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen week days after receipt of the appeal. Within ten week days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.
 - 13.7.3 Level III: If the grievance has not been resolved at Level II, the grievance may be presented to the Board of Trustees for consideration provided such appeal is made in writing within five week days after receipt of the decision in Level II. The Board shall hear the matter at the next regularly scheduled Board meeting when the matter can be placed on the agenda, or at a special meeting called for that purpose. After this meeting, the Board of Trustees shall have a maximum of fifteen week days from the subsequent regularly scheduled Board meeting or special meeting called for that purpose in which to answer the grievance in writing.
 - 13.7.4 Denial of Grievance: Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level. This shall not negate the obligation of the District to respond in writing at each level of this procedure.
- 13.8 Arbitration:
 - 13.8.1 Procedure: In the event that the parties are unable to resolve a grievance, it may be submitted to arbitration as defined herein, provided a notice of appeal is filed in the office of the Superintendent within five days of the receipt of the decision of the District in Level III.
 - 13.8.2 Selection of Arbitrators: Upon submission of a grievance to arbitration under the terms of this procedure, the Association shall within five days after the request to arbitrate, ask the Board of Personnel Appeals to submit, within ten days to both parties, a list of seven names. Within five

days of receipt of the list, the parties shall select an arbitrator by striking three names from the list in alternate order, and the name so remaining shall be the arbitrator. Failure to request an arbitration list from the Board of Personnel Appeals within the time periods provided herein shall constitute a waiver of the grievance.

- 13.8.3 Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator. When a hearing is conducted during the school days, the teacher and his/her agents and called witnesses involved in that hearing shall be released from school without loss of pay for such time as their attendance is requested.
- 13.8.4 Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by Montana Law.
- 13.8.5 Expenses: Each party shall bear its own expenses in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering the copy of the transcript shall pay for such copy.
- 13.8.6 Jurisdiction: Rules and procedures governing the hearing shall be fixed by the arbitrator. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The arbitrator shall have no power to add to, subtract from, or alter or vary in any way the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. In considering any issue or dispute, the arbitrator shall give due consideration to the statutory rights and obligations of the District to efficiently manage and conduct its operation within its legal rights.
- 13.8.7 Election of Remedy: In accordance with 39-31-305(5), MCA, after a grievance has been submitted to arbitration, the employee and the Association waive any right to pursue against the District an action or complaint that seeks the same remedy. If the grievant or the Association files a complaint or other action against the District, arbitration seeking the same remedy may not be filed or pursued.

ARTICLE 14 - STUDENT DISCIPLINE

- 14.1 Responsibility: The parties recognize that part of the teacher's responsibility is to maintain control and discipline of students. The Board further recognizes their responsibility to give support and assistance to the teachers with respect to the maintenance of control and discipline in the classroom and school in accordance with established Board policies, administrative regulations, building procedures, and state statutes. However, the Board shall not be obligated when any disciplinary action employed by any teacher is contrary to law, Board policy or administrative regulations.
- 14.2 Procedures:

- 14.2.1 Any teacher who refers a pupil for disciplinary action shall submit as soon as possible, but no later than the end of that same day, a report which shall include a statement of the facts. The Principal or his/her designee shall inform the teacher of the disposition of the referral and corrective measures taken, if any.
- 14.2.2 The Board shall set all policies and regulations on matters of discipline. The Principal shall develop disciplinary procedures for the building; the teacher shall develop disciplinary procedures for the classroom consistent with building procedures. All building and classroom procedures shall be consistent with State statutes and Board policies and regulations. These shall be distributed to the students and teachers, and made available to parents each year and it shall be the responsibility of the administration and teachers to enforce these policies, regulations and procedures.

ARTICLE 15 - MISCELLANEOUS

- 15.1 Continuity of Operations: During the term of this Agreement, neither the Association nor any employee shall engage in any concerted action in failing to report to duty. The willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the right, privileges, or obligation of employment.
- 15.2 Tenure: After a teacher has signed his/her fourth consecutive contract with the District, that teacher has "tenure" and the tenure laws of the State will apply.
- 15.3 Retirement: Consistent with Montana School law. (See Title 19, Chapter 4, MCA.)
- 15.4 RIF, Seniority, Recall:
- 15.4.1 Reduction in Staff: Should the Board of Trustees decide to reduce the number of teaching positions and should such reduction result in the need to lay off staff, a committee of Board and administrators shall first confer with a committee of five teachers selected by the Association. To accomplish a reduction in force, after any reassignments that the District may make, the District shall first reduce the number of non-tenured teachers by placing on layoff status the least senior non-tenured teacher. A non-tenured teacher may be bypassed in the event he/she is the sole possessor of the certification necessary to a remaining position. Should it become necessary to lay off one or more tenured teachers, the District shall lay off the least senior tenured teacher unless such teacher is the sole possessor of the certification necessary for a remaining position.
- 15.4.2 Seniority: By January 15 of each year, a seniority list, stating each teacher's beginning date of service, the total amount of seniority, and his/her endorsements, shall be posted by the District in each building. This yearly list shall be the basis for that year's reduction in force procedure should such be necessary. All challenges/corrections to this list must be submitted in writing to the Superintendent by February 1. Seniority shall be recognized District-wide and shall mean the total length of continuous service excluding summer sessions and extended employment, commencing with the first day of actual service. Seniority will continue to accrue during all paid leaves of absence. Unpaid leaves of absence will not break seniority, but such time will not be counted in computing seniority. When seniority is equal between or among certified staff, the ranking of those staff members will be determined by the date the contract was signed. Seniority shall be prorated for part-time or partial year service based on the percentage of the full-time employment contract. For example, a teacher with a full year half-time contract will receive one-

half year of seniority credit. A teacher with a semester only half-time contract will receive one-fourth year of seniority credit.

- 15.4.3 Recall: The District shall employ no new teacher while any tenured teacher certified for an open position is on layoff. The District will first recall tenured teachers certified for the position(s) in reverse order of layoff to any position(s) the District intends to fill by other than transfer of a tenured teacher. If no tenured teachers are available to be recalled, non-tenured teachers who were not released in accordance with Section 20-4-206, MCA will be recalled in reverse order of layoff for positions for which they are certified. Teachers placed on layoff shall retain all seniority and tenure rights they had accrued as of the date of layoff, however additional seniority shall not be earned during the period of layoff. When placed on layoff, the teachers shall maintain a current address with the District so that he/she can be contacted for recall. Notice of recall will be via return receipt mail addressed to the teacher's last known address. If the teacher does not accept recall within ten working days of receipt of such notice, or in accepting recall does not report to work within twenty working days of receipt of such notice, he/she shall be deemed to have declined the recall. If a teacher accepts recall to a position and is employed in another position at the time of recall, that teacher shall be allowed to fulfill his/her current contract obligation in the other district before returning to the offered position. Re-employment rights shall automatically cease three years from the date of layoff.
- 15.4.4 A tenured teacher who is re-employed in a position of less time than the position he/she had at the time of layoff retains the right to an equivalent position held at the time of layoff.
- 15.4.5 Nothing in this Article shall be construed to limit the authority of the District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff. Therefore, such actions shall not be subject to the grievance procedure provided in this Agreement. A teacher, however, may grieve concerning the establishment of his/her seniority date or the order of layoff or recall as provided in this Agreement. It is further understood and agreed by the parties that the termination of teachers is governed by Montana statutes and nothing herein shall be construed to modify, or limit, the District's statutory rights as provided by Montana law.
- 15.5 Access to Files: Evaluation reports to be placed in the teacher's permanent file shall be discussed between the teachers and the evaluator and shall be signed by the teacher to signify his/her notification that the item will be placed in the file. The teacher shall be notified in writing when anything is placed in the teacher's permanent file. It is understood that cc: per file is notification. The teacher shall be provided the opportunity to write a rebuttal to the evaluator's conclusion to be attached to the evaluation report. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. All items relating to an individual teacher shall be kept in a single official file. Items cannot be removed from an employee's permanent cumulative personnel file except with the written approval of the superintendent, or referenced in Section 5.11.4.
- 15.6 Meet and Confer: Upon written request, representatives of District and representatives of the Association shall meet and confer concerning matters of concern to the parties but which matters are not covered by this Agreement. Each party shall restrict its committee to not more than five representatives for meet and confer meetings. A request for a meet and confer session shall be accompanied by an outline of the subject matter the party requesting the meeting wishes to discuss. The District shall set the time and provide the facilities for such meetings. The report of and the recommendations of the meet and confer committee, if any, shall be forwarded to the Superintendent for his/her review. For matters requiring Board action, the Superintendent will make recommendations to the Board of Trustees. Board of Trustees action on such matters, if

any, shall become a part of District policy or record and shall not become a part of this Agreement.

- 15.7 Copies: Copies of this Agreement shall be printed at the expense of the Board and made available on the Human Resources website after the Agreement is signed. All newly hired staff will be informed of its location and offered a hard copy of this Agreement. The Association shall be provided extra copies of this Agreement upon request.
- 15.8 Retirees: Any teacher retiring or resigning from the District is eligible to receive a retirement program as set forth below:
- 15.8.1 Early Retirement Severance Option: (Refer to Addendum D) An eligible full-time teacher who starts the final year of teaching in the District with at least 24 years, but less than 30 years of creditable service recorded under the Montana Teachers Retirement System (year credited free in the system for military service may or may not be counted by the teacher at his/her discretion) may choose one of the following retirement incentives set forth in 15.8.1.1 or 15.8.1.2.
- 15.8.1.1 A cash bonus of \$11,500.00, plus accumulated and unused sick leave pursuant to Section 8.8 of this Agreement shall be placed in the Montana Teachers Retirement System along with the required contribution by the District. The resulting benefit received by the teacher shall be determined according to the rules and regulations of said Retirement System.
- 15.8.1.2 A cash bonus of 85% of the amount of money that would be placed in the Montana Teachers Retirement System under 15.8.1.1, which includes accumulated and unused sick leave pursuant to Section 8.8 of this Agreement shall be paid to the teacher, provided that the teacher shall not place any money received pursuant to this option in the Montana Teachers Retirement System.

Note: *It makes no difference what the number of years of creditable service might be at the end of that final year of teaching. Purchase of several years, for example, during that year could increase the number dramatically. However, the District will not be responsible for any of the required contribution to TRS due for this purchase. The balance of any TRS required contribution must be paid by the teacher. In effect, the District will make the contribution for the final year of teaching, but will not be required to cover the additional years the teacher might gain.

*To be eligible for the bonus, the teacher must have been paid his/her last year of teaching at the highest salary level in one of the last three columns set forth on the salary schedule. Payment of the early retirement incentive will be made on or about July of the calendar year in which the retirement or resignation is effective. Each teacher who wishes to take advantage of this early retirement incentive bonus shall notify the Superintendent of his/her intent to retire or resign by March 1 of the calendar year in which the teacher's retirement or resignation is effective.

- 15.8.2 An eligible teacher retiring or resigning from District #5 at the conclusion of his/her 30th year of creditable service in the TRS may have the option of selecting 15.8.2. A cash bonus of \$10,000.00, plus accumulated and unused sick leave pursuant to Section 8.8 of this Agreement shall be paid in cash to the teacher, and the teacher will continue to participate in the District's health insurance program set forth in Section 11.1 of this Agreement. The District will pay toward the premium an amount equal to the District's monthly premium contribution paid pursuant to Section 11.1 during the first school year after which the retiring teacher taught full-time. The teacher shall not place any money received pursuant to this option into the Montana Teachers Retirement System. The District shall continue payment of the insurance

premium during the retired teacher's lifetime or until the retired teacher attains the age of 65, whichever occurs first. The retired teacher shall be responsible for any increased cost in the premium over the base amount established at retirement, and must pay that cost to the District by the 20th of each calendar month of coverage. In the event the retired teacher does not pay the amount of the increased cost to the District by the 20th of each month of coverage, the District shall not be obligated to make a less than full premium contribution to the insurance carrier and continued eligibility for coverage by the retired teacher shall be governed by the terms of the insurance policy then in effect. This retirement incentive shall not affect the right of the District and the Association to alter the coverage or benefits provided under the policy, or the District's right to own the policy or determine the carrier and dividend uses; it being the intent of this section to allow a retired teacher to maintain health insurance coverage under the group health insurance plan in effect within the District for covered full-time teachers as it may exist from time to time.

15.8.2.1 30 Year Retirement Option: The 30 year retirement option with all benefits described in 15.8.2, will be extended to provide teachers with 30 years vested in TRS the option of teaching up to four more years with a reduction of benefits according to the following schedule:

- 30-30.99 Years: \$10,000 bonus, insurance paid at the next year's rate until age 65.
- 31-31.99 Years: \$7,500 bonus, insurance paid at the next year's rate until age 65.
- 32-32.99 Years: \$5,000 bonus, insurance paid at the next year's rate until age 65.
- 33-33.99 Years: \$2,500 bonus, insurance paid at the next year's rate until age 65.
- 34-34.99 Years: No bonus, insurance paid at the next year's rate until age 65.

The District and the association will form a committee to make recommendations for retirement options including health insurance after retirement, such as VEBA and others. This committee will meet on an "as need basis" at the request of the association.

This plan applies to all teachers employed before July 1, 1999 by the District. New teachers entering the District for the 1999-2000 school year or subsequently shall not be eligible for this plan. The District and the Association will form a committee to make recommendations for retirement options, including health insurance after retirement, such as VEBA and others. This committee will meet a minimum of twice yearly.

15.8.2.2 New teachers hired by the District for the 1999-2000 school year and subsequent to this date, who are not eligible for benefits described under 15.8.2 and 15.8.2.1 shall be eligible for the following benefits upon retirement.

- A. An eligible teacher retiring or resigning from District #5 at the conclusion of his/her 30th year of creditable service in the TRS may select a cash bonus of \$10,000, plus accumulated and unused sick leave pursuant to Section 8.8 of this Agreement. The funds may be placed in the Montana Teachers Retirement System along with the required contribution by the District. The resulting benefit received by the teacher shall be determined according to the rules and regulations of said Retirement System.
- B. The 30 year retirement option with all benefits described in 15.8.2.2, will be extended to provide teachers with 30 years vested in TRS the option of teaching up to four more years with a reduction of benefits according to the following schedule:

- 30-30.99 years: \$10,000 bonus
- 31-31.99 years: \$7,500 bonus
- 32-32.99 years; \$5,000 bonus

33-33.99 years: \$2,500 bonus

15.8.3 Any full-time teacher terminating service from District at the start of his/her final year who has thirty-four (34) years, but no more than 35 years of creditable service under the Montana Teachers Retirement System (years credited free in the system for military service may/may not be counted by the teacher at his/her discretion) will receive \$100 per year, plus accumulated and unused sick leave pursuant to Section 8.8 of this Agreement, which at the teachers election, these monies shall be placed in the Montana Teachers Retirement System along with the required contribution by the District. The resulting benefit received shall be determined according to the rules and regulations of the Teachers Retirement System.

15.9 Dependent Enrollment: All staff will have the option of having their dependants attend the school where they teach. If the staff member lives out of district, the tuition application process must be completed.

If the student's grade level is not consistent for that school, the student will be allowed to attend the nearest school to the staff member's employment.

If the staff member wishes to have their student attend a school other than the one at which they teach, the transfer process must be completed and the placement will be at a mutually agreed upon site.

In the event of disagreement, final placement will be at the discretion of the superintendent. Article 15.9 will not be subject to the grievance procedure or arbitration.

Staff will make annual requests in writing to the building principal or the enrollment office on or before April 30th. The student may remain in the district in accordance with the transfer and tuition policies.

ARTICLE 16 - EFFECT OF AGREEMENT

16.1 Effect: This Agreement constitutes the full and complete Agreement between the District and the Association. The provisions herein relating to terms and conditions or employees supersede any and all prior agreements, practices, school policies, rules or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of this Agreement.

16.2 Finality: The District and Association further acknowledge that during the course of collective bargaining each party has had the unlimited right to offer, discuss, accept, or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this agreement unless by mutual consent of the parties hereto.

16.3 Force: If the terms of this Agreement modify teacher contract terms after individual contracts have been issued, teacher contract forms will be altered to conform with terms reached under this Agreement. It is understood that nothing herein contained shall be interpreted as attempting to circumvent the requirement that an individual contract of employment with each teacher employed by the Board must be executed as provided by law.

16.4 Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstance held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

16.5 Standards:

- 16.5.1 All existing District policies involving terms and conditions of professional service, matters relating directly to the employer-teacher relationship, and other terms of employment not specifically referred to in this Agreement shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- 16.5.2 Teacher performance, in all matters relating directly to employer-teacher relationships, and other terms of employment not specifically referred to in this Agreement, shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such performance shall be improved for the benefit of the educational program as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive the District of rights or powers heretofore enjoyed unless expressly stated herein.
- 16.6 Site Based Waiver: A committee consisting of: two teachers assigned by the Association, one administrator assigned by the Superintendent and one trustee assigned by the Board Chairperson will hear requests for individual school waivers of contract language when an individual school staff would like to alter a program, schedule or activity in their school that is governed by a section of the contract. The request for waiver must include what specific section of the contract would be affected, the specific alternative requested and what the waiver would specifically do to improve the education offered to students in that particular building. No committee recommendation for a waiver will become effective until agreed to by both the Association and the Trustees. Any such waiver will be limited in duration up to three school years and will automatically expire at the end of said period unless renewed by the parties.

ARTICLE 17 - DURATION OF AGREEMENT

- 17.1 Term and Reopening: This Agreement shall be effective as of July 1, 2014 and shall continue in effect through June 30, 2017. Said Agreement will automatically be renewed and will continue in full force and effect for periods of one year unless either party gives notice to the other no later than December 5th prior to the aforesaid expiration date of any anniversary thereof of its desire to reopen this Agreement or to negotiate over the terms of a successor Agreement. A complete set of items and the language for these items will be presented by January 15th.
- 17.2 Date and Signatures: IN WITNESS WHEREOF, the Chairman and Clerk of the Board by authority vested in them pursuant to the Resolution passed by a majority of the Board, have on behalf of the Board subscribed their names, and the President and Negotiations Chairman of the Association, by authority in them vested by a Resolution passed by majority of the membership of the Association, have hereunto subscribed their names on behalf of the Association.

**SALARY SCHEDULE
KALISPELL PUBLIC SCHOOLS
2017-2018 (0.6% on base)**

EXP	BA	BA+15	BA+30	BA+45	BA+60	BA+75
0	31112	32248	33383	34519	35654	36790
1	32450	33710	34954	36214	37459	38719
2	33788	35172	36525	37910	39263	40648
3	35125	36634	38097	39606	41068	42577
4	36463	38097	39668	41301	42872	44506
5	37801	39559	41239	42997	44677	46435
6	39139	41021	42810	44692	46481	48364
7	40477	42483	44381	46388	48286	50293
8	41815	43946	45952	48084	50090	52221
9	43152	45408	47524	49779	51895	54150
10	44490	46870	49095	51475	53699	56079
11	45828	48332	50666	53170	55504	58008
12		49795	52237	54866	57308	59937
13			53808	56562	59113	61866
14			55379	58257	60917	63795
15				59953	62722	65724
16				61648	64526	67653
17				63344	66331	69582

DOCTORAL	7.5%	\$2,333
MASTERS	6%	\$1,867
CAREER	5%	\$1,556
NAT'L BOARD CERT	5%	\$1,556
ASHA NAT'L CERT	4%	\$1,244
CLASS I	2%	\$622
OFF SCHEDULE	2.5%	\$778

Note: Lanes are measured in quarter credits.
1 semester credit = 1.5 quarter credits
10 semester credits = 15 quarter credits

**SALARY SCHEDULE
KALISPELL PUBLIC SCHOOLS
2018-2019 (1.9% on base)**

EXP	BA	BA+15	BA+30	BA+45	BA+60	BA+75
0	31703	32860	34017	35174	36332	37489
1	33066	34350	35618	36902	38170	39454
2	34429	35840	37219	38630	40009	41420
3	35793	37330	38820	40358	41848	43386
4	37156	38820	40421	42086	43687	45351
5	38519	40310	42022	43814	45526	47317
6	39882	41800	43623	45541	47364	49282
7	41246	43290	45224	47269	49203	51248
8	42609	44780	46825	48997	51042	53213
9	43972	46271	48426	50725	52881	55179
10	45335	47761	50027	52453	54719	57145
11	46699	49251	51628	54180	56558	59110
12		50741	53229	55908	58397	61076
13			54830	57636	60236	63041
14			56431	59364	62074	65007
15				61092	63913	66973
16				62819	65752	68938
17				64547	67591	70904

DOCTORAL	7.50%	\$2,378
MASTERS	6%	\$1,902
CAREER	5%	\$1,585
NAT'L BOARD CERT	5%	\$1,585
ASHA NAT'L CERT	4%	\$1,268
CLASS I	2%	\$634
OFF SCHEDULE	2.50%	\$793

Note: Lanes are measured in quarter credits.
 1 semester credit = 1.5 quarter credits
 10 semester credits = 15 quarter credits

**STIPEND INDEX
KALISPELL PUBLIC SCHOOLS
2017-2018**

CATEGORY I (0.228)	\$7,093.54	CATEGORY VI (0.116)	\$3,608.99	CATEGORY IX (0.066)	\$2,053.39
CATEGORY II (0.203)	\$6,315.74	HEAD WINTER CHEER (W)		MS FOOTBALL (F)	
HEAD FOOTBALL (F)		ASSNT SPEECH (W)		MS BASKETBALL (W)	
HEAD BASKETBALL (W)		ASSNT DRAMA (C)		MS VOLLEYBALL (F)	
HEAD VOLLEYBALL (F)		SOPH FOOTBALL (F)		MS WRESTLING (S)	
HEAD WRESTLING (W)		SOPH BASKETBALL (W)		HS MUSICAL DIRECTOR (C)	
		SOPH VOLLEYBALL (F)		HS JAZZ BAND DIR (Y)	
		HS DEPT CHAIR (Y)		HS BPA ADVISOR (Y)	
		SPEC OLYMPICS COORD (Y)		AP COORDINATOR(Y)	
				INT'L LANGUAGE COORD(Y)	
CATEGORY III (0.178)	\$5,537.94			MS JOURNALISM (Y)	
HEAD SPEECH (W)		CATEGORY VII (0.103)	\$3,204.54	ASSNT WINTER CHEER (W)	
HEAD DRAMA (Y)		ASSNT SOFTBALL (S)		MS MUSICAL DIRECTOR (C)	
HS BAND DIRECTOR (Y)		ASSNT SOCCER (F)		CATEGORY X (0.053)	\$1,648.94
HS CHOIR DIRECTOR (Y)		ASSNT TRACK (S)		MS JAZZ BAND DIR (Y)	
STRENGHT & COND. (Y)		TRAINER FOOTBALL (F)		MS TRACK (S)	
		HS PAPER (Y)		MS X-COUNTRY (F)	
		HS ANNUAL (Y)		MS TENNIS (S)	
		HEAD FALL CHEER (F)		HS SKILLS USA ADVISOR (Y)	
		FROSH FOOTBALL (F)		HS FCCLA ADVISOR (Y)	
		FROSH BASKETBALL (W)		NAT'L HONOR SOCIETY (Y)	
		FROSH VOLLEYBALL (F)		ASSNT FALL CHEER (F)	
		HS FFA ADVISOR (Y)		TSA (TECH STUDENT ADVISOR) (Y)	
				DECA ADVISOR (Y)	
				HOSA (Y)	
				SPEC OLYMPICS ASST (S)	
CATEGORY IV (0.153)	\$4,760.14	CATEGORY VIII (0.078)	\$2,426.74	CATEGORY XI (0.028)	\$871.14
HEAD TRACK (S)		ASSNT X-COUNTRY (F)		LASER ANNUAL (Y)	
HEAD SOCCER (F)		ASSNT SWIM (W)		MODEL UN/WE THE PEOPLE (F)	
HEAD SOFTBALL (S)		ASSNT GOLF (F)		SPEECH/DEBATE COORD (W)	
HS ORCHESTRA DIR (Y)				MATH COMPETITION COACH (Y)	
				HS ASSNT BPA ADVISOR(Y)	
				HS ASSNT TSA ADVISOR(Y)	
				HS ASSNT DECA ADVISOR (Y)	
				OTHER	
				DRIVER'S ED (Hrly)	\$30.18
				GIFTED & TALENTED (Hrly)	\$18.04
				TECHNOLOGY	\$1,306.70
CATEGORY V (0.128)	\$3,982.34	ASSNT TENNIS (S)			
HEAD X-COUNTRY (F)		PEP BAND DIRECTOR (W)			
HEAD SWIMMING (W)		MS BAND DIR (1/3 PER GR) (Y)			
HEAD GOLF (F)		MS CORAL DIR (1/3 PER GR) (Y)			
		MS ORCH DIR (1/3 PER GR) (Y)			
		MS ANNUAL (Y)			
		HS INTRAMURAL (Y)			
		MS DEPT CHAIR (Y)			
HEAD TENNIS (S)					
JV FOOTBALL (F)					
JV BASKETBALL (W)					
JV VOLLEYBALL (F)					
JV WRESTLING (W)					

**STIPEND INDEX
KALISPELL PUBLIC SCHOOLS
2018-2019**

CATEGORY I (0.228)	\$7,228.28	CATEGORY VI (0.116)	\$3,677.55	CATEGORY IX (0.066)	\$2,092.40
		HEAD WINTER CHEER (W)		MS FOOTBALL (F)	
CATEGORY II (0.203)	\$6,435.71	ASS'T SPEECH (W)		MS BASKETBALL (W)	
HEAD FOOTBALL (F)		ASS'T DRAMA (C)		MS VOLLEYBALL (F)	
HEAD BASKETBALL (W)		SOPH FOOTBALL (F)		MS WRESTLING (S)	
HEAD VOLLEYBALL (F)		SOPH BASKETBALL (W)		HS MUSICAL DIRECTOR (C)	
HEAD WRESTLING (W)		SOPH VOLLEYBALL (F)		HS JAZZ BAND DIR (Y)	
		HS DEPT CHAIR (Y)		HS BPA ADVISOR (Y)	
		SPEC OLYMPICS COORD (Y)		AP COORDINATOR(Y)	
CATEGORY III (0.178)	\$5,643.13			INT'L LANGUAGE COORD(Y)	
HEAD SPEECH (W)				MS JOURNALISM (Y)	
HEAD DRAMA (Y)		CATEGORY VII (0.103)	\$3,265.41	ASS'T WINTER CHEER (W)	
HS BAND DIRECTOR (Y)		ASS'T SOFTBALL (S)		MS MUSICAL DIRECTOR (C)	
HS CHOIR DIRECTOR (Y)		ASS'T SOCCER (F)			
STRENGHT & COND. (Y)		ASS'T TRACK (S)		CATEGORY X (0.053)	\$1,680.26
		TRAINER FOOTBALL (F)		MS JAZZ BAND DIR (Y)	
		HS PAPER (Y)		MS TRACK (S)	
CATEGORY IV (0.153)	\$4,850.56	HS ANNUAL (Y)		MS X-COUNTRY (F)	
HEAD TRACK (S)		HEAD FALL CHEER (F)		MS TENNIS (S)	
HEAD SOCCER (F)		FROSH FOOTBALL (F)		HS SKILLS USA ADVISOR (Y)	
HEAD SOFTBALL (S)		FROSH BASKETBALL (W)		HS FCCLA ADVISOR (Y)	
HS ORCHESTRA DIR (Y)		FROSH VOLLEYBALL (F)		NAT'L HONOR SOCIETY (Y)	
		HS FFA ADVISOR (Y)		ASSNT FALL CHEER (F)	
				TSA (TECH STUDENT ADVISOR) (Y)	
				DECA ADVISOR (Y)	
CATEGORY V (0.128)	\$4,057.98	CATEGORY VIII (0.078)	\$2,472.83	HOSA (Y)	
HEAD X-COUNTRY (F)		ASSNT X-COUNTRY (F)		SPEC OLYMPICS ASST (S)	
HEAD SWIMMING (W)		ASSNT SWIM (W)			
HEAD GOLF (F)		ASSNT GOLF (F)		CATEGORY XI (0.028)	\$887.68
HEAD TENNIS (S)		ASSNT TENNIS (S)		LASER ANNUAL (Y)	
JV FOOTBALL (F)		PEP BAND DIRECTOR (W)		MODEL UN/WE THE PEOPLE (F)	
JV BASKETBALL (W)		MS BAND DIR (1/3 PER GR) (Y)		SPEECH/DEBATE COORD (W)	
JV VOLLEYBALL (F)		MS CORAL DIR (1/3 PER GR) (Y)		MATH COMPETITION COACH (Y)	
JV WRESTLING (W)		MS ORCH DIR (1/3 PER GR) (Y)		HS ASSNT BPA ADVISOR(Y)	
		MS ANNUAL (Y)		HS ASSNT TSA ADVISOR(Y)	
		HS INTRAMURAL (Y)		HS ASSNT DECA ADVISOR (Y)	
		MS DEPT CHAIR (Y)			
				OTHER	
				DRIVER'S ED (Hrly)	\$30.75
				GIFTED & TALENTED (Hrly)	\$18.39
				TECHNOLOGY	\$1,331.53

Stipend Longevity Schedule

Longevity pay is to recognize and encourage individuals to continue as valued members of our activity programs. Longevity will be recognized from stipends on the Stipend Activity Index, Addendum B. Longevity pay for coaching/advising/directing will be paid for the specific stipend that a coach/advisor/director has accumulated experience according to the following rules.

Rules

1. Years of experience and the percent of the stipend increase is as follows:

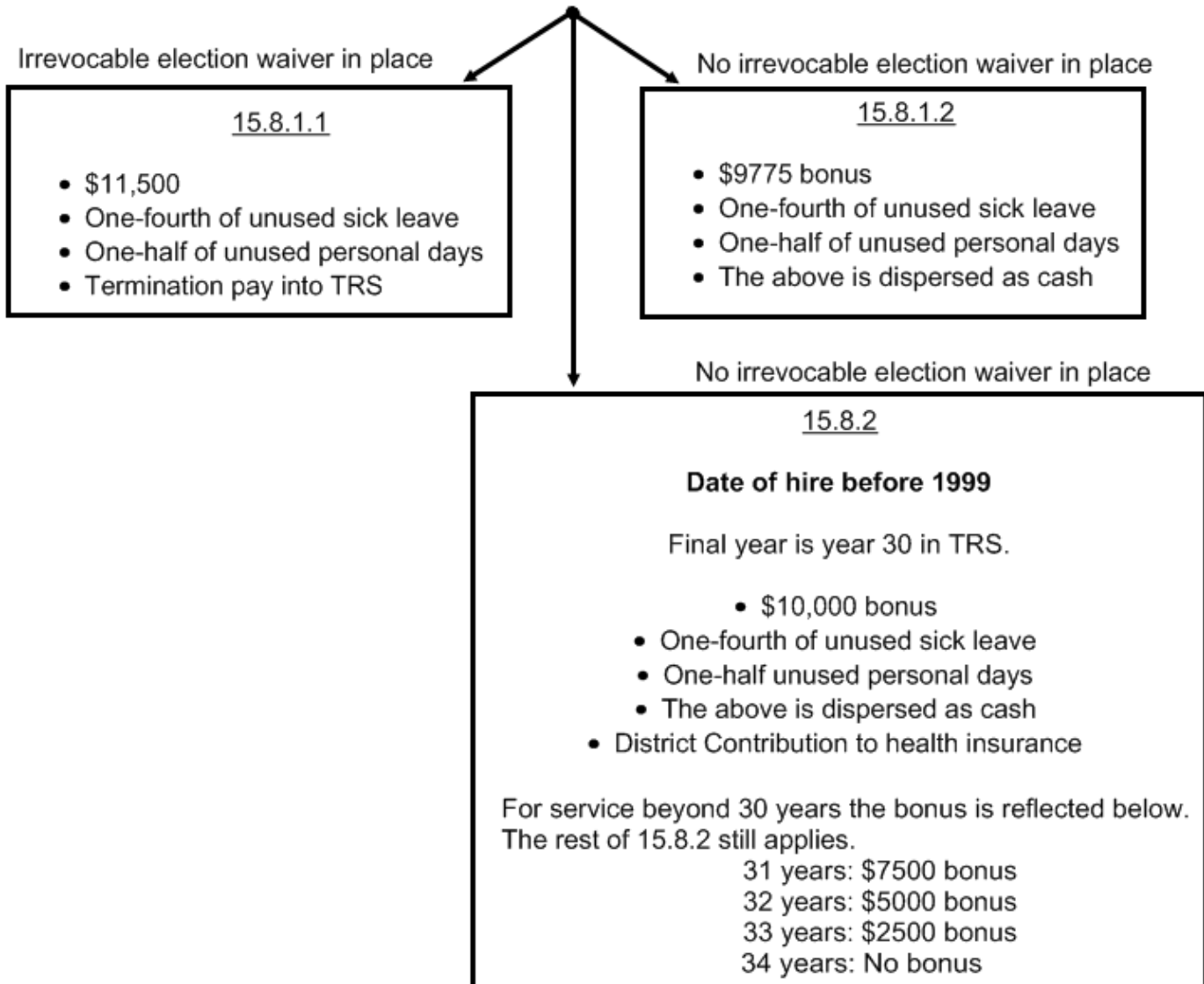
Years of Experience	% of Stipend Increase
4-6	1.5%
7-9	3%
10-12	4.5%
13-15	6%
16-18	7.5%
19-21	9%
22-24	10.5
25-27	12%
28-30	13.5%

2. Placement on the longevity schedule is based on three categories for each program area. They are: Head Position, High School Assistant (9-12), and Elementary (6-8).
3. Experience is granted within a category for each specific program areas. (Example: Track is a separate program from Cross Country.)
4. Equivalent coaching experience will be granted for placement on the longevity schedule. Example: A coach with six years head coaching in another district would be given 6 years on the longevity scale for the same program area. A coach with 9 years assistant coaching, who takes over as a head coach in the same area, begins with 0 years on the longevity scale.
5. Longevity experience is granted for school district contracted services.
6. Longevity experience can be carried down within a program area, but not up. Example: A head coach experience is counted in all three categories, but elementary experience is only accumulated with in the elementary longevity category.
7. Longevity experience is accumulated for a calendar year. Example: A coach who may coach boys and girls basketball within the same school year will receive only one year of basketball coaching on the longevity schedule.

End of service with Kalispell Public Schools

- Letter of intent to retire is due to Superintendent on March 1.
- Irrevocable election waiver to put termination pay into TRS due on March 1.

Final year is year 25, 26, 27, 28, 29, or 30 in TRS.
Choose one of these.



This graphic is for illustrative purposes only and does not change the meaning or the content of the contract.

In witness thereof:

FOR: KALISPELL EDUCATION ASSOCIATION

This document was fully executed on July 1, 2014. Signature page is on file in Human Resources.

_____ *signature on file* _____

Unit President

_____ Date _____

_____ *signature on file* _____
Negotiations Chairperson

_____ Date _____

FOR: KALISPELL PUBLIC SCHOOLS

_____ *signature on file* _____
Board Chair

_____ Date _____

_____ *signature on file* _____

District Clerk

_____ Date _____