

Shields Valley School District Board of  
Trustees

Master Agreement

Certified Personnel

2019-2020

2020-2021

Shields Valley School District J12&5

and

Shields Valley Teachers' Organization

# Shields Valley School District Collective Bargaining Agreement

This agreement is entered into this 15th day of May 2019, by and between the Board of Trustees, School District #J12, and High School District 5, Shields Valley, Montana, hereinafter referred to as the “Board” and/or “Employer” and the Shields Valley Teachers’ Organization affiliated with the Montana Education Association and the National Education Association hereinafter referred to as the “Organization”.

## Article I-Recognition/Definitions

- 1.1 The Board hereby recognizes the Organization as the representative of the appropriate unit for purposes of collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for the employees in the bargaining unit.
- 1.2 The appropriate unit consists of employees of the School Board who are certified in Class I, II, IV, V, or VII as provided in Section 20-4-106 MCA (1995), and whose position requires the same certification. The appropriate unit excludes the superintendent, assistant superintendent, administrative assistants, principals, assistant principals, supervisors, part-time teachers (less than one half day of class and/or office schedule and has an administrative contract), temporary teachers (less than thirty consecutive teaching days in the same position), substitute teachers, students, and all other individuals employed by the school district.
- 1.3 **Employee Defined:** The word “employee” and/or “teacher” refers to individuals who meet the definition of the appropriate unit as described above.
- 1.4 **Board Defined:** The term “Board” and/or “Employer” means the Board of Trustees for School District #J12 and High School District 5, Shields Valley, Montana.

## Article II-Organization

- 2.1 **Pertinent Information:** The Board agrees to furnish the Organization, upon written request to the district Superintendent, within fourteen (14) calendar days, all public information in a format reasonably accessible to the employer and subject to disclosure pursuant to Montana’s Public Information and Collective Bargaining laws. The Organization will pay the actual cost of producing the information including all labor and material costs but not less than fifteen (15) cents per page. (See Section 2-6-1 1 0, MCA)
- 2.2 **Organization Involvement:** The organization shall be given ½ hour maximum on the agenda of the orientation program for employees for the explanation of organization activities.

The parties of this agreement have established a labor management committee as set forth the by the Federal Mediation Coalition Services (FCMS) guide for Labor-Management Committees. This committee shall meet monthly or at mutually agreed upon intervals.

## **Article IV-Grievance Procedures**

### **4.1 Definitions:**

- A. A grievance is a written and signed claim by a grievant that there has been a violation or disputed interpretation of the terms of the Agreement.
- B. A grievant is a teacher, or group of teachers, or the Organization filing a grievance.
- C. The term “days” during the regular school year (late August through early June) shall mean all Pupil Instruction (PI) and Pupil Instruction Related (PIR) days. From early June through late August, the term “days” shall mean Monday through Friday, excluding Federal holidays.

- 4.2 Individual Rights:** Nothing in the grievance procedure shall be constructed to limit the grievant at the appropriate level, supervisor, administrator, or School Board from informally discussing and adjusting any grievance as long as such disposition is not inconsistent with the terms of this agreement and the Organization has been notified.

### **4.3 Procedure:**

#### STEP I-Immediate Supervisor

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

The grievance shall be written on the appropriate grievance form (Appendix C) and shall include a concise statement of the grievance, which articles are in dispute, and the requested remedy. If the grievance is of a repeat or recurrent nature, the remedy of the grievance shall only extend back to the beginning of the fiscal year in which the grievance was filed.

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

#### STEP II-Superintendent

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

### STEP III-Board

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

### Step IV-Binding Arbitration

If the Organization is not satisfied with the disposition of the grievance at Step III, or if no disposition has been made within the time period provided, the grievance, only at the option of the Organization, may be submitted before an impartial arbitrator. The Organization shall exercise its right of arbitration by giving the Superintendent written notice of its intent to arbitrate within twenty-one (21) days after it has received the decision at Step III or expiration of the time lines specified in Step III.

Within seven (7) days after notice of submission to arbitration, the Organization shall, in writing, request from the Montana Board of Personnel Appeals a list of qualified arbitrators. Within fourteen (14) days of receipt, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.

The arbitrator shall not consider any argument or evidence that the grievant, Organization or Board did not submit to the other side seven (7) days before arbitration.

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

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs of the transcript. If both parties request transcripts, they shall share equally the costs.

- 4.4 **Exceptions to Time Limits:** The time limits set forth in this article may be changed by written agreement. If the grievant fails to file the grievance within the first twenty one (21) days as stated in Step I, the grievance is forever waived. If the grievant fails to timely file an appeal, the grievance is settled as stated in the earlier step.
- 4.5 **No Reprisals:** No reprisals of any kind will be taken by the Board, the school administration, the Organization, or the employee against any person because of participation in this grievance procedure.
- 4.6 **Cooperation of the Parties:** The Board, the administration, the Organization and the employee will cooperate with the other in its investigation of any grievance, and further will furnish the other such information as is requested for processing of any grievance

- 4.7 **Personnel Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4.8 **Election of Remedies and Waiver:** The Organization and/or teacher(s) instituting any actions, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this Agreement. Upon instituting a proceeding in another forum as outlined herein, the teacher(s) and/or Organization shall waive his/her/their right to initiate a grievance pursuant to this Agreement or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement, filing an unemployment insurance claim or to enforce the award of an arbitrator.
- 4.9 **Jurisdiction of the Arbitrator:** The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator's decision will be based upon the specific provisions of this Agreement. This arbitration provision shall be for grievances only. There shall be no interest arbitration.

## **Article V-Employee Work Load and Conditions**

- 5.1A **Teacher Work Day:** The teacher work day shall be from 7:30 am to 4:30 pm daily. By mutual agreement between the teacher and the Board, a different work day and/or days of work may be agreed to.
- 5.1B **Lunch Periods:** All employees shall receive a daily lunch period of a minimum of twenty (20) minutes.
- 5.1C **Professional Duties:** A preparation period is designed to provide the teacher with an opportunity to prepare himself/herself to provide services to students. Teachers shall not be required to cover other school related situations during preparation periods excepting an unforeseeable need to replace others or in the event of an unforeseeable emergency situation.
- 5.2 **Teacher Committees:** The administration shall appoint a committee consisting of elementary teachers, junior high teachers, specialty teachers, and an administrator to provide input regarding the specialty teachers' work schedule.
- 5.3 **Non-teaching duties:** Teachers shall accept all non-teaching duties assigned by the administration when such duties are deemed necessary to the proper running of the school and an acceptable volunteer cannot be found.
- 5.4 **Transportation of Students:** Coaches or advisors will not be required to drive school or personal vehicles to contests or events.

- 5.5 **Vacancies:** The Board desires that the best qualified persons available be employed to fill vacancies. Information regarding certified or extracurricular positions which are to be available either through creation or vacancy, shall be publicized to the certified staff using school email at the same time they are publicized to the general public. There will be a minimum of one week from the date of publication to closing. Staff members may apply for any vacancy for which they are qualified. Any qualified applicants from within the system shall be given equal consideration with other applicants. In filling vacancies, the Board agrees to give due weight to the professional background and attainments as well as other relevant factors of all applicants. The decision of the Board as to the filling of vacancies shall be final.

A list of any unfilled positions will be provided to the teachers at the first PIR day of the school year.

#### **Article VI-Employee Leave (All leave must be taken in one hour increments.)**

- 6.1 Eighty one (81) hours of sick leave will be allowed each year, subject to the approval of the Superintendent, cumulative to a maximum of nine hundred hours (900). Sick leave may be used in one hour increments for employee and immediate family only. At the end of each school year, a teacher will be paid for unused sick leave over nine hundred hours (900) at the substitute rate of pay which is based on an eight (8) hour day. Upon termination of employment either by choice or non-renewal of a teacher's contract, a teacher will be paid for one fourth (1/4) of unused sick leave up to a maximum of nine hundred hours (900) at the substitute rate of pay which is based on an eight (8) hour day only if he/she completed the entirety of his/her last contract. Immediate family is defined as the employee's spouse, or any parent, child, sibling, grandparent, grandchild, foster child, corresponding in-law, or corresponding step.

An employee may request additional sick leave if he or she has met the following conditions:

- All other forms of leave have been exhausted
- Another staff member or members are willing to donate their sick leave
- The request has been approved by a committee comprised of two certified staff members, one administrator, one trustee and one other person appointed at large by mutual agreement of the board and the organization

- 6.2 **Pregnancy, Adoption, and Related Disabilities for Teachers:** Absences for pregnancy, adoption, and related disabilities for teachers will be allowed for twelve consecutive weeks per pregnancy or adoption as a temporary disability with all accrued sick leave privileges. After all accumulated sick leave privileges have been used, this shall be taken without pay.

- 6.3 **Personal Leave:** Thirty six (36) hours of personal leave will be granted per year as follows.

- A. All personal leave hours must be authorized by the appropriate principal or the superintendent. All leave must be taken in one hour increments.
- B. Teachers will have the option of carrying over unused personal hours with a maximum of sixty three hours (63) or being paid at the substitute rate of pay (which is based on an eight (8) hour day) for each hour of unused personal leave. Unused personal leave will be paid at the end of the school year when this option is selected.
- C. Personal leave will not be granted during the first or last week of any semester or during PIR days without the prior approval of the Superintendent. No more than fifteen percent (15%) of the bargaining unit will be allowed personal leave on any one day without the prior approval of the Superintendent.

#### 6.4 Emergency/ Bereavement Leave

- A. Thirty six hours (36) of leave may be granted to an employee at the discretion of the district superintendent for the purpose of dealing with an extreme emergency including but not limited to bereavement of immediate family. This leave will be charged to the employee's accrued sick leave.
- B. A teacher may use an additional nine (9) hours of sick leave for bereavement not otherwise covered. These hours are non-cumulative. A teacher may use an additional nine (9) hours of sick leave in the event roads are closed by the Montana Department of Transportation.

#### 6.5 **Sabbatical Leave:** A tenured teacher employed in the district for at least seven (7) years may request a sabbatical leave for one or two semesters if the following conditions can be met:

- A. The Board of Trustees can hire a suitable replacement.
- B. The leave of absence will be without pay.
- C. The leave must be education related such as returning to study for one year that is related to the teacher's teaching assignment.
- D. The teacher will receive a step on our salary schedule for the year of absence.
- E. The teacher will retain tenure and their teaching position upon returning to the district.
- F. The Teacher and the Board will establish an agreed upon date by which the teacher will notify the Board in writing of their intentions to return to service. Failure to notify the Board by the agreed upon date will be interpreted to mean that the teacher has resigned from the District.
- G. After taking a leave of absence, that teacher must work for another five (5) years in the district before another leave of absence can be requested.

#### 6.6 **Leave of Absence:** A tenured teacher employed in the district may request a leave of absence if the following conditions can be met:

- A. The Board of Trustees must approve the leave. The Teacher and the Board will establish an agreed upon date by which the teacher will notify the Board in writing of their intentions to return to service. Failure to notify the Board by the agreed upon date

- B. The Board of Trustees can hire a suitable replacement.
- C. The leave of absence will be without pay. The teacher will only receive a step on our salary schedule if the absence is less than fifty percent of the school year.
- D. The teacher will retain their teaching position upon returning to the district.
- E. The teacher will forfeit the District contribution toward their insurance for the duration of the leave.

6.7 **Leave Without Pay:** Teachers may be granted unpaid leave only when all other leave provisions are inapplicable. Requests must be approved by the Superintendent.

## **Article VII-Professional Compensation**

7.1 The salary for the 2019-2020, 2020-2021 school years, of 152 PI days, 7 PIR days, 12 hours of record keeping and 12 hours of staff meeting, and training is contained in Appendix A which is part of this agreement referenced herein. Record keeping/staff meeting hours will include two hours of record keeping from 7:30-9:30 and staff meeting/training from 9:30-11:30 if needed. Any changes to record keeping schedule will be agreed upon by SVTO President and Superintendent.

The district will place teachers with less than three years' experience at the third step of the salary schedule. These teachers will advance to the fourth step when their teaching experience qualifies them under terms of this agreement. Incoming teachers with more than three years teaching experience will be placed at the step and lane matching their level of experience and education up to ten (10) years. Teacher's salaries shall be payable in twelve (12) equal installments on the fifteenth (15<sup>th</sup>) or nearest work day prior to the 15th of each month with the final three (3) installments given upon teacher checkout. Health Savings Account/Flex payments shall be made on the 15th or nearest work day prior to the 15th of each month. All extended year contracts will be paid in one lump sum upon successful completion of the duties.

Self-contained K-6 certified classroom teachers assigned to teach a multi-grade classroom shall receive a stipend of \$5,000.00 (five thousand) for that year paid out in twelve equal payments. This provision does not apply to specialty teachers.

7.2 **Prorated Benefits for Part-time Teachers:** The following provision applies to all leave, compensation and/or benefits referenced in the collective bargaining agreement:

All benefits for teachers shall be prorated on the basis of employment. That means a full-time employee receives full compensation, leave, and fringe benefits, a half-time employee receives 50% of compensation, leave, and fringe benefits, a one-third-time employee receives one-third compensation, leave, and fringe benefits, etc.

The benefits of present collective bargaining unit members shall remain as is, provided their employment with the district is not interrupted by non-renewal, resignation, termination, leave of absence, reduction-in-force, or other voluntary or involuntary separation from district employment. In such cases, all compensation, leave, and fringe benefits shall be prorated if the teacher returns to the employ of the district. Sabbatical and pregnancy leaves shall not be considered as separation from employment for



**7.3 Extracurricular Duty Salary Schedule:** The salary schedule for extracurricular duties, made part of this Agreement by reference, is contained in Appendix B. The teacher and the Board will sign a separate extra-duty contract.

**Notes on extracurricular salary schedule, Appendix B:** If one person performs the duties of both the elementary and junior high in combined activities, that person will receive one-half (1/2) the elementary position salary plus the junior high position salary. If a person performs the duties of both the varsity and junior varsity teams, that person will receive the varsity salary plus one-half (1/2) of the junior varsity salary. If one person performs the duties of both the junior varsity and the freshman or C squad activities, that person shall receive the junior varsity salary and one-half (1/2) of the Freshman or C-squad salary. If one person performs the duties of both the high school activities director and the elementary/junior high activities director, that person would receive the full amount of both the elementary/junior high salary plus the high school activities director salary.

The high school track and field program will have one head coach and one assistant coach. Another assistant coach will be hired if 15 or more athletes are participating in the program. Another assistant coach will be hired if 25 or more athletes are participating in the program. The hiring of the additional assistant coach will be based on the total number of participants (boys and girls), not gender specific, or when required to ensure athlete safety. The junior high school track and field program will have one head coach and one assistant coach. An additional junior high assistant coach may be hired when required to ensure athlete safety.

**Junior High and Elementary Assistant Basketball Coaches:** An assistant coach will be considered by a committee of an Administrator, Athletic Director, and the head coach if fourteen (14) or more athletes are participating in the program. This position is not mandatory.

If an activity is not offered, or there are no participants for an activity in a particular year, the stipend will not be paid for that year.

Payment for any duty listed as part of Appendix B, Extracurricular Salaries, shall be made in one lump sum at the conclusion of the activity session or at the end of the school year, if there is no termination date of the activity, only if the teacher has completed all activities set forth in the extra-curricular contract.

**7.4 Certification and Salary Schedule Credits:**

- A. Teachers employed in this district will be required to maintain OPI certification in the teaching field for which they are certified/endorsed.
- B. For additional professional preparation to advance the teachers status on the salary schedule, no less than seventy five percent (75%) of the credits shall be earned in graduate level courses in the teacher's current area of employment within the Shields Valley School District and granted from an accredited program. Other credits in field certified areas or other credits which may be useful to the Shields Valley School District must be approved by the District Superintendent and granted from an accredited program. If a request for credit is denied by the District Superintendent, the employee may appeal to the committee for advancement on the salary schedule. The committee will consist of one Shields Valley Trustee, the District Superintendent, two designees appointed by the Organization and an appointee mutually agreed upon by both the District and the Organization. The committee will evaluate the petition and may grant approval for salary schedule advancement by simple majority vote. All masters degrees to be used for salary schedule

approved by the above mentioned committee. Teachers anticipating horizontal movement must inform the district superintendent of their anticipated eligibility for horizontal movement on the salary schedule on or before March 1 of the calendar year. Such eligibility must be confirmed with a grade card or other documentation during or before the first day of September and substantiated with an official transcript no later than the first day of October. Failure to provide the required notice, confirmation or substantiation in a timely manner will mean that the horizontal movement will not be allowed until the following school year. If the credits are quarter credits, fifteen (15) will be required for increment purposes; if the credits are semester credits, ten (10) shall be required for increment purposes.

C. No more than two (2) lane changes and one (1) year of experience may be applied to advancement on the salary schedule in any one school calendar year.

- 7.5 Travel Reimbursement:** School-related travel and in-district travel authorized by the district for teachers, coaches, and advisors will be reimbursed at the highest State of Montana mileage rate.
- 7.6 Selling and Taking Tickets:** Staff members will be paid ten dollars (\$10.00) per game for selling tickets at basketball and volleyball games. Football ticket takers will be paid twenty dollars (\$20.00) per game. Ticket selling assignments will be first offered to certified staff on a sign-up basis. The Athletic Director will establish deadlines after which any unfilled spots will be offered to other volunteers approved by the Athletic Director. Any spots remaining unfilled by the established deadline will be assigned to certified staff by the administration.
- 7.7 Insurance:** The school district will pay, subject to the limitations of the policy and/or carrier, seven thousand eight hundred (\$7,800) for the school year 2019-2020 and 2020-2021, towards each participating teacher's medical insurance premium payable directly to the insurance provider. In the event that the insurance premium for a single plan should increase to an amount more than the district contribution during the length of this contract, negotiations will be reopened for that issue only. In the event that the insurance premium for a single plan should decrease the district will be obligated to pay only the portion necessary for the employee for a single plan. The balance of the monthly insurance premium to provide coverage for a teacher, a teacher's spouse or family, will be deducted from the participating staff member's monthly salary and paid directly to the insurance provider. If a teacher's medical premium is less than the above stated amount, the premium dollar balance will be made available to the teacher for the purchase of an annuity. Teachers who do not participate in any (school district and/or outside of the school district) health insurance program forfeit all benefits in this section.

The school district's only obligation in this section is to deduct from the employee's paycheck and/or pay the appropriate amount of premiums to the districts insurance carrier, provider or trust, subject to the limitations of the carrier, trust or plan. The school district is not liable or responsible for the failure of the insurance company, plan, or trust to provide insurance coverage and/or pay any or all claims.

## **Article VIII – Individual Teaching Contract**

All new teachers will receive a copy of the master agreement on the first PIR day.

All teachers shall receive a written evaluation during the school year.

Each individual teaching contract shall contain the following section:

A teacher not facing discipline or discharge at District J12-5, Park County, Montana, will be released from their teaching contract provided the teacher makes payment for liquidated damages to the school district on the following schedule prior to release. The last day of employment for the teacher is the date controlling on the following schedule except as stated below.

Teachers wishing to be released from this contract on or after July 1 will pay one thousand dollars (\$1,000) of this contract as liquidated damages.

Teachers wishing to be released from this contract on or after July 15 and/or during the school year will pay two thousand dollars (\$2,000) of this contract as liquidated damages.

The monies shall be placed in a scholarship and administered by the District Clerk. The Board of Trustees will consider hardship cases on a case-by case basis.

Jurisdiction and enforcement of this provision of the individual contract is through the 6<sup>th</sup> Judicial District Court, Park and Sweetgrass Counties, Livingston, Montana, with the teacher being liable for all fees under the above schedule, court costs, interest, reasonable attorney fees of the school district and other actions the court deems appropriate. The court has jurisdiction to award interest on any amount due and take other actions the court deems appropriate.

If these conditions have been met, the Board shall accept the resignation of a teacher under contract and shall not seek to have the teacher's certificate revoked or suspended. Also, if the above conditions have been met, the Board shall pay any severance stipend due.

## **Article IX - Layoff or Reduction in Force and Recall of Certified Staff**

**9.1 Conditions of Layoff or Reduction in Force:** The Board has the exclusive authority to determine the appropriate number of certified employees. A reduction of certified employees may occur as a result of changes in the education program, staff realignment, changes in the size or nature of the student populations, financial considerations, or other business reasons. Employees will not be laid off during the school year in which they are employed.

### **9.2 Notification of Layoff or Reduction in Force:**

- A. In the event that the Board anticipates a layoff of employees, the Board will notify the SVTO in writing no later than March 15<sup>th</sup>. Such notice will not include individual teacher names or specific positions affected.
- B. Any employee who is to be laid off will be so notified in writing not later than April 1st. Such notice will include the proposed time schedule, the reasons for the proposed action, and a listing of all other positions which the employee is certified to fill.
- C. Reduction in force notification, procedures, recall notice, and benefits only apply to qualified tenure teachers as described in section 9.3 part A.

### **9.3 Layoff or Reduction in Force Procedure:**

- A. Definitions

- a. Qualified shall mean a tenured teacher who is certified by the Montana Office of Public Instruction for a position established by the school district.
- b. Grade level shall mean the following: Elementary includes kindergarten through sixth grade and all K-6 specialties; Secondary includes seventh through twelfth grade and all 7-12 specialties.
- c. Subject area shall mean the specific area of instruction as established by the school district.
- B. Non-tenured teachers holding eliminated positions will be released first.
- C. If the tenured teacher whose position has been eliminated is currently certified and qualified to teach in another subject area that is currently held by another tenured teacher, the tenured teacher who has taught in that subject area and grade level continuously for the previous three years, including the current school year, will be retained.
- D. If there is more than one qualified tenured teacher employed in the position being considered for reduction, the tenured teacher who has taught in that subject area and grade level continuously for the previous three years, including the current school year, will be retained. If two or more tenured teachers are equal under this provision, the tenured teacher with the longest experience in the district in this position shall be retained. If two or more tenured teachers are equal in district experience, the tenured teacher with the earliest date of contractual signing will be retained.
- E. Tenured teachers who, at the specific request of the district, fill a position outside the bargaining unit, their current grade level, or current subject area will retain continuous employment status as referenced in D.

#### **9.4 Recall Procedure:**

- A. Any tenured teacher who is laid off will be on recall status for a period of fifteen (15) months from the effective date of layoff, provided that the tenured teacher is qualified for employment in the district. Whenever there is a vacancy in a bargaining unit position, tenured teachers on recall status will be recalled to job openings in order of seniority, provided they are certified for the positions that are open. No full-time tenured teacher shall be required to accept recall to less than a full-time position. If a full-time tenured teacher accepts a part-time position, that tenured teacher may retain recall status for a full-time position.
- B. Tenured teachers will be recalled by certified return receipt requested mail. If a tenured teacher fails to respond by certified mail within fourteen (14) calendar days of the postmark date of the notice, he/she will be deemed to have refused the position offered. Failure of the tenured teacher to report for duty within fifteen (15) calendar days of the acceptance of the recall notice will be deemed to have refused the position offered. If a tenured teacher refuses a position offered in accordance with this procedure, or fails to respond to a notice by the Board, the tenured teacher will be removed from the recall list.

#### **9.5 Layoff Benefits:**

- A. An employee who is notified of layoff shall be entitled to use thirty six (36) available sick leave hours for purposes of seeking other employment.
- B. While on layoff, an employee will have the option to remain enrolled in all employment related or contractually specified insurance programs for a period of twenty four (24) months. If electing to remain in the insurance group, the employee

- C. All benefits to which employees were entitled at the time of their layoff, including tenure or tenure track, unused accumulated sick leave and years toward sabbatical eligibility, will be restored to them upon returning to active employment and they will be placed on the proper step of the salary schedule for their current position according to their experience and education.
- D. Notwithstanding any other provision in this Agreement, no vacancy in a bargaining unit position will be filled by the Board, and no work previously performed by employees in the bargaining unit shall be performed by any other person, until the procedures set forth in this Article have been complied with.

### **Article X – Savings**

If any portion of this contract is declared illegal by a court of competent jurisdiction, all remaining parts of this contract shall remain in full force and effect. Either party may request to negotiate on the affected parts of the contract within (60) calendar days.

### **Article XI – Retirement Incentive**

#### RETIREMENT INCENTIVE

- A. The Board of Trustees District #J12-5 has the sole and exclusive right to offer a retirement incentive program. This MAY OR MAY NOT be offered on any given year at the sole discretion of the Board of Trustees.
- B. If the Board of Trustees makes the retirement incentive program available, eligible teachers must have twenty-five (25) years of creditable service with the Montana Teachers' Retirement System and have taught in the Shields Valley School District for a minimum of twelve (12) years.

### **BENEFIT**

deductions. The one (1) time payment is to be subject to the rules of the Teachers' Retirement System.

This payment will be made between June 15<sup>th</sup> and July 15<sup>th</sup> after the teacher retires.

The district will inform the Association, not later than February 1<sup>st</sup> of the current school year that this incentive will be offered. To be eligible, a teacher must submit an application and non-revocable resignation. The application and signed non-revocable letter of resignation must be received by the District Superintendent no later than 4:30P.M. on February 28<sup>th</sup>. In the event the 28<sup>th</sup> should fall on a Friday or a weekend, the deadline will be at 4:30 p.m. the preceding Thursday.

Shields Valley School District #J12-5

Letter of Resignation  
&  
Application For Retirement Incentive Program

I hereby submit my resignation to the Board of Trustees of the Shields Valley School District effective at the end of the current teaching contract. I am submitting this resignation in conjunction with my acceptance of the Retirement Incentive Program for teachers offered by the School District. I understand that by accepting this Retirement Incentive Program I will not be allowed to revoke this resignation at any time.

This is to notify the Board of Trustees of the Shields Valley School District that I hereby apply for the teacher Retirement Incentive Program offered by the School District. I hereby acknowledge that I have read and understand the provisions contained in the Retirement Incentive Program and agree to abide by them. I understand that my eligibility for this program is dependent upon my non-revocable resignation from the School District effective at the end of the current teaching contract. I understand and agree that the School District's obligation resulting from this Retirement Incentive Program will not exceed \$\_\_\_\_\_ per teacher paid between June 15 and July 15 of the ending contract year.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

RECEIVE IN THE SUPERINTENDENT'S OFFICE

Time: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Article XII –Duration**

**Duration of Negotiated Agreement Between  
The Shields Valley Teacher’s Organization, MEA/NEA and the  
Trustees of School District J12-5**

This agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2021. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. If either the Organization or the School Board desires to modify or amend this Agreement, notice of intent to bargain shall be given to the other party. Notice of desire to negotiate a new contract must be given to the other party during the months of February or March of the year the current contract expires.

IN WITNESS THEREOF:

For the Shields Valley Teachers’  
Organization

For the Trustees, Shields Valley  
Public Schools No. 5 & J12

\_\_\_\_\_  
Signature                                  Date

\_\_\_\_\_  
Signature                                  Date

\_\_\_\_\_  
Signature                                  Date

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Signature                                  Date

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Signature                                  Date

ATTEST:

\_\_\_\_\_  
District Clerk                                  Date



## Appendix A

### Salary Schedule 2019-2020, 2020-2021

Current Salary Schedule with the following changes:

- Increase Base to \$28,975 for 2019-2020
- Increase Base to \$29,409 for 2020-2021
- A stipend of one thousand dollars (\$1000) per year shall be provided to teachers with an earned National Certification by the National Board of Certified Teachers including the year of certification.
- A stipend of 4% of the base per class, per year shall be provided to teachers upon completion of instruction of a dual credit class.

2019-2021

SHIELDS VALLEY PUBLIC SCHOOLS

TEACHER'S SALARY SCHEDULE

STEP	BA (0)	BA+10 (1)	BA+20 (2)	BA+30 (3)	BA+40/MA (4)	MA+10 (5)
=====						
YEAR:	2019-2020					
BASE:	\$28,975	Step equals		1.0355		
-----						
1	1.0000	1.0310	1.0630	1.0940	1.1253	1.1563
2	1.0355	1.0698	1.1048	1.1390	1.1733	1.2075
3	1.0710	1.1085	1.1465	1.1840	1.2213	1.2588
4	1.1065	1.1473	1.1883	1.2290	1.2693	1.3100
5	1.1420	1.1860	1.2300	1.2740	1.3173	1.3613
6	1.1775	1.2248	1.2718	1.3190	1.3653	1.4125
7	1.2130	1.2635	1.3135	1.3640	1.4133	1.4638
8	1.2485	1.3023	1.3553	1.4090	1.4613	1.5150
9	1.2840	1.3410	1.3970	1.4540	1.5093	1.5663
10	1.3195	1.3798	1.4388	1.4990	1.5573	1.6175
11	1.3195	1.4185	1.4805	1.5440	1.6053	1.6688
12	1.3195	1.4573	1.5223	1.5890	1.6533	1.7200
13	1.3195	1.4573	1.5640	1.6340	1.7013	1.7713
14	1.3195	1.4573	1.5640	1.6790	1.7493	1.8225
15	1.3195	1.4573	1.5640	1.6790	1.7973	1.8738
16	1.3195	1.4573	1.5640	1.6790	1.8453	1.9250
17	1.3195	1.4573	1.5640	1.6790	1.8933	1.9762

	BASE	\$28,975				
STEP	BA (0)	BA+10 (1)	BA+20 (2)	BA+30 (3)	BA+40/MA (4)	MA+10 (5)
1	\$27,989	\$28,856	\$29,752	\$30,620	\$31,496	\$32,363
2	\$28,982	\$29,942	\$30,922	\$31,879	\$32,839	\$33,796
3	\$29,976	\$31,026	\$32,089	\$33,139	\$34,183	\$35,232
4	\$30,970	\$32,112	\$33,259	\$34,398	\$35,526	\$36,665
5	\$31,963	\$33,195	\$34,426	\$35,658	\$36,870	\$38,101
6	\$32,957	\$34,281	\$35,596	\$36,917	\$38,213	\$39,534
7	\$33,950	\$35,364	\$36,763	\$38,177	\$39,557	\$40,970
8	\$34,944	\$36,450	\$37,933	\$39,436	\$45,256	\$42,403
9	\$35,938	\$37,533	\$39,100	\$40,696	\$42,243	\$43,839
10	\$36,931	\$38,619	\$40,270	\$41,955	\$43,587	\$45,272
11	\$36,931	\$39,702	\$41,437	\$43,215	\$44,930	\$46,708
12	\$36,931	\$40,788	\$42,607	\$44,474	\$46,274	\$48,141
13	\$36,931	\$40,788	\$43,774	\$45,734	\$47,617	\$49,577
14	\$36,931	\$40,788	\$43,774	\$46,993	\$48,961	\$51,010
15	\$36,931	\$40,788	\$43,774	\$46,993	\$50,304	\$52,445
16	\$36,931	\$40,788	\$43,774	\$46,993	\$51,648	\$53,878
17	\$36,931	\$40,788	\$43,774	\$46,993	\$52,991	\$55,311

	BASE	\$29,409	2020-2021			
STEP	BA (0)	BA+10 (1)	BA+20 (2)	BA+30 (3)	BA+40/MA (4)	MA+10 (5)
1	\$28,269	\$29,145	\$30,050	\$30,926	\$31,811	\$32,687
2	\$29,272	\$30,242	\$31,231	\$32,198	\$33,168	\$34,134
3	\$30,276	\$31,336	\$32,410	\$33,470	\$34,525	\$35,585
4	\$31,279	\$32,433	\$33,592	\$34,742	\$35,881	\$37,032
5	\$32,283	\$33,527	\$34,770	\$36,014	\$37,238	\$38,482
6	\$33,286	\$34,623	\$35,952	\$37,286	\$38,595	\$39,930
7	\$34,290	\$35,717	\$37,131	\$38,558	\$39,952	\$41,380
8	\$35,293	\$36,814	\$38,313	\$39,831	\$41,309	\$42,827
9	\$36,297	\$37,908	\$39,491	\$41,103	\$42,666	\$44,277
10	\$37,301	\$39,005	\$40,673	\$42,375	\$44,023	\$45,725
11	\$37,301	\$40,099	\$41,852	\$43,647	\$45,380	\$47,175
12	\$37,301	\$41,196	\$43,033	\$44,919	\$46,737	\$48,622
13	\$37,301	\$41,196	\$44,212	\$46,191	\$48,094	\$50,072
14	\$37,301	\$41,196	\$44,212	\$47,463	\$49,450	\$51,520
15	\$37,301	\$41,196	\$44,212	\$47,463	\$50,807	\$52,970
16	\$37,301	\$41,196	\$44,212	\$47,463	\$52,164	\$54,417
17	\$37,301	\$41,196	\$44,212	\$47,463	\$53,521	\$55,865

**Appendix B**  
**Extra-Curricular Salaries**

		<u>2019-2020</u>	<u>2020-2021</u>
	<b>Base</b>	<b>28,975</b>	<b>29,409</b>
HS Activities Director**	13.00%	3639	3675
JH/EL Activities Director**	7.00%	1959	1979
Head Football	10.00%	2799	2827
Assistant Football (X2)	6.00%	1679	1696
Junior High Football	4.00%	1120	1131
Assistant JH Football	3.50%	980	989
Head Volleyball	10.00%	2799	2827
Assistant Volleyball	6.00%	1679	1696
Junior High Volleyball	4.00%	1120	1131
Assistant JH Volleyball	3.50%	980	989
Head Basketball (X2)	10.00%	2799	2827
Assistant Basketball (X2)	6.00%	1679	1696
Freshman Basketball (X2)	5.00%	1345	1372
Junior High Basketball (X2)	4.00%	1120	1131
Assistant JH Basketball (X2)**	3.50%	980	989
Elementary Basketball (X2)	3.80%	1064	1074
Asst Elem Basketball (X2)**	3.20%	896	905
High School Track	10.00%	2799	2827
Assistant High School Track**	6.00%	1679	1696
Junior High Track	4.00%	1120	1131
Assistant Junior High Track**	3.50%	980	989
Pep Band	8.00%	2239	2261
Speech and Drama	6.00%	1679	1696
Assistant Speech and Drama	3.00%	840	848
Play Director (Per Play)	2.60%	728	735
Yearbook Advisor	2.40%	672	678
Newspaper Advisor	1.80%	504	509
FFA Advisor	7.20%	2015	2035
Concessions	8.00%	2239	2261
BPA Advisor	7.20%	2015	1976
Close-up Advisor	2.50%	700	707
Student Council Advisor	2.50%	700	707
Junior High Student Council Advisor	1.50%	420	424

\*Refer to Article 7.3 – Notes on extracurricular activities