

AGREEMENT

Between the

BOARD OF TRUSTEES

of

SCHOOL DISTRICT NO. 1, SILVER BOW COUNTY, MONTANA

and the

BUTTE TEACHERS UNION, LOCAL NO. 332

Of School District No. 1

21 August 2019 through 20 August 2021

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ARTICLE I - UNION RECOGNITION

- A. The Board recognizes the Union as the exclusive bargaining representative for the purpose of representing all certified teachers, counselors, deans, librarians, certified school psychologists, specialists, and nurses covered by the Agreement as to rates of pay, salaries, hours of employment, and all other conditions of employment.
- B. The employees covered by the terms of this Agreement shall not be required to become members of the Union but must pay a representation fee to the Union. It is recognized that the Union is required to represent all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.
 - 1. Upon receipt of a written authorization from an employee covered by this Agreement, the District shall deduct from the employee's pay the amount owed to the Union by the employee for dues or the representation fee. Changes in the Union dues and representation fee rate will be certified to the District in writing over the signature of an authorized officer of the Union and shall be done at least thirty days in advance of such change.
 - 2. Employees who refuse to comply with the provisions contained in this Section shall be discharged by the District within thirty calendar days after receipt of written notice of default and demand for discharge from the Union. The Union agrees to indemnify and hold harmless the District against any and all claims, suits, orders, judgments and the cost of the District's reasonable attorney fees, brought or issued against the District as a result of compliance with the provisions of this Article.

ARTICLE II - NEGOTIATIONS

- A. All Articles of the Master Agreement and these rules shall be binding until August 20, 2021, and shall be considered as renewed from year-to-year thereafter unless either party hereto gives written notice to the other of their desire to have the Agreement modified; such notice must be given prior to February 1, 2021. If such notice is not given, this Agreement shall remain in full force and effect pending all negotiations concerning modifications of any provision thereof. Each party waives the right to any further negotiations for the term of this Agreement, except by mutual agreement.
- B. If a session of the Montana Legislature enacts a statewide K-12 Public School Health Insurance Program or if a special session of the Montana Legislature increases funds available to the school District during the term of this Agreement, either party may give notice to the other within ninety (90) calendar days after such enactment of its intention to renegotiate the impact of such changes.
- C. If the age for Medicare eligibility changes, either party may give notice to the other within ninety (90) calendar days after such enactment of its intention to renegotiate the impact of such changes to Article XV.

ARTICLE III - SAVINGS CLAUSE

- A. In the event any of the provisions set forth in these articles are declared illegal, the parties shall immediately meet and negotiate a substitute provision.
- B. In the event that any provision of the 2019-2021 contract is held invalid or enforcement for

compliance with any provision has been restrained due to the changing of the format, i.e., modifying of the 2019-2021 Master Agreement, the parties affected shall enter into immediate session upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement or re-establishment of such provision during the period of invalidity or restraint.

ARTICLE IV - TEACHER CERTIFICATION

- A. No person shall be regularly employed to teach in the District who does not hold a valid teacher's certificate from the State of Montana, according to law.
- B. No person shall be regularly employed to teach any subject in High School or Middle School who is not certified to teach at that level.
- C. High school teachers shall be assigned to teach in departments in which they have completed a teaching major or teaching minor.

ARTICLE V - SENIORITY/REDUCTION IN FORCE

When the Board of Trustees determines that a reduction in the number of teaching staff is appropriate, Butte Teachers' Union, Local 332 shall be notified and the provisions of this Article shall apply.

A. Definitions.

- 1. Board of Trustees or Board refers to either the duly elected members of the School Board or their designee, including the Superintendent of Schools.
- 2. Teacher, as defined for the purposes of this Article only, means a tenured teacher or specialist with seniority who is employed in a position for which the teacher is certified.
- 3. Certified. Certified, as used in this Article, means a tenured teacher or specialist who is certified or who is licensed by the State Office of Public Instruction for a position established by the District. In order to protect the integrity of the total educational program, teachers fulfilling unique or specialized services for the District may be retained without regard to the provisions of this Article. A unique and special skill area would be defined as an area where no other teacher, more senior, is qualified. Example: A special education teacher with signing skill (sign language).
- 4. Subject Matter. Subject matter shall mean such categories as are determined by the State Office of Public Instruction for certification purposes.
- 5. Days. Days shall mean teacher duty days unless otherwise stated.

B. Seniority.

- 1. Seniority shall mean the number of days of continuous service during the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the District, including authorized paid leaves of absence allowed by the District pursuant to this Agreement. A teacher on unpaid leave prior to the signing of the 1987 collective bargaining contract shall have leave time counted towards seniority. Unpaid leave time after the signing of the 1987 collective bargaining agreement shall not be counted towards seniority. Any break in service, with the exception of the noted approved leave of absence, constitutes grounds for a new seniority date.
- 2. A specialist or non-tenured teacher shall acquire no seniority until such specialist or non-

tenured teacher has been elected by the offer and acceptance of a contract for the fourth consecutive year of employment by the District. Upon acquisition of seniority, the effective seniority date shall be the first date of continuous service.

3. When seniority is equal for purposes of this Article, the order of layoff or recall between teachers of equal seniority shall be determined in an objective manner, e.g. (a) educational level, (b) credits in the subject matter area, (c) related areas of preparation, and (d) other methods of objective review. If all objective criteria are equal, the Superintendent shall make the decision.

C. Seniority List.

1. On or about 1 November of each year, the District shall cause a seniority list (by name, date of employment, days [after July 1, 1987], and certification to be prepared from its records. It shall post such list in an official place in each school building.
2. Any person whose name appears on such list and who may disagree with the findings of the District and the order of seniority on said list shall have 21 calendar days from the date of posting to supply written documentation, proof, and request for seniority change to the Union.
3. Within 21 calendar days after the above 21 calendar days, the Union shall evaluate any and all such written communications regarding the order of seniority contained in said list and make such changes as the Union deems warranted. The final seniority list shall thereupon be prepared by the Union and shall be provided to the District by January 1 of each year and posted in each school building by the Union. Such list shall be binding on the District and all teachers shown thereon. Each year thereafter the District shall cause such seniority list to be updated as provided in Section C1 above. Such list shall govern the application of the Reduction in Staff, Article V, until thereafter revised.

D. Order of Layoff. Teachers and specialists shall be placed on layoff in inverse order of seniority. In the event of a staff reduction, a tenured teacher or specialist with seniority shall not be placed on layoff if there is a non-tenured teacher or specialist employed in a position requiring the same certification or license.

- E. If a RIF has been implemented, excessed teachers shall be entitled to a position previously held by the least senior RIF'd teacher, in order of seniority and certification. Involuntary transfers will be invoked if an excessed teacher is not placed.

F. Recall

1. No new teacher or specialist shall be employed by the School District in a position for which a RIF'd tenured teacher or specialist with seniority is certified or licensed. RIF'd tenured teachers or specialists with seniority shall be recalled in inverse order from that in which said tenured teacher or specialist was placed on lay off, providing that such tenured teacher or specialist possesses necessary certification or license for the position. A position from which a teacher has been RIF'd is not considered a vacancy until the recall process is completed. A more senior RIF'd teacher or specialist or a teacher or specialist who has been displaced due to program reduction or elimination shall be entitled to transfer to a vacancy provided that a less senior RIF'd teacher or specialist does not lose employment because of the transfer. The filling of vacancies through transfer shall not hinder the

District's efforts to recall a maximum number of teachers. No transfer shall be completed until the maximum number of recalls possible has been completed.

2. When placed on layoff, a teacher shall maintain a current address with the District and, if a position becomes available for the teacher on layoff, the District shall provide written notice by registered mail, return receipt requested. The teacher shall have 14 calendar days after receipt of such notice to accept re-employment. Failure on the part of the teacher to accept re-employment within 14 calendar days of receipt of recall notice, or failure of the teacher to report for duty within 30 days of the receipt of recall notice, shall constitute forfeiture on the part of the teacher to any further rights of reinstatement or re-employment. If the District is unable to effect delivery of a registered letter, return receipt requested, at the last address left with the District by the teacher, the District after 5 days shall send a notice by certified mail, and the 14 day period provided herein shall commence running at the time the notice by certified mail is sent.
 3. Re-employment rights shall automatically cease 36 months from the day of layoff and no further right to recall or reinstatement shall exist.
- G. Effect. Nothing in this Article shall be construed to limit the authority of the School Board to determine the number of employees, the establishment and priority of programs, or the right to enlarge or reduce staff. 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 statutory rights of the Board or the teachers as provided by Montana Law.

ARTICLE VI - TEACHERS' CONTRACT SHALL ISSUE

- A. Contracts for teachers, certified psychologists, specialists, and nurses for each year shall be issued upon the conclusion of negotiations and signing of the Master Agreement for that year, provided, however, the annual election of teachers shall not be later than the dates provided by Montana Law. An addendum to the contract shall be issued on or before October 1st of the school year for those employees who satisfy the requirements for salary advancement as provided for under Article VIII.
- B. Re-election of Teachers -- When automatic -- Acceptance: After the election of any teachers for the fourth consecutive year in the School District, such teachers so elected shall be deemed re-elected from year-to-year thereafter at the same salary unless the Board of Trustees shall, by a majority vote of its members on or before the first day of June, give notice in writing to said teacher that he/she has not been re-elected or that his/her services will not be required for the ensuing year. In this written notice, the Board of Trustees, if requested by the teacher, must declare clearly and explicitly the specific reason or reasons for the failure of re-employment of such teacher. The teacher, if he/she so desires, shall be granted a hearing and reconsideration of such dismissal, before the Board of Trustees. The request for a hearing and reconsideration must be made in writing and submitted to the Board of Trustees within 10 days after receipt of notice of dismissal. The Board of Trustees must hold a hearing and reconsider its action within 10 days after receipt of such request. Provided that nothing in this Agreement shall be construed to prevent the re-election of such teacher by such Board at an earlier date, and also provided that in case of re-election of such teacher, he/she shall notify the Board of Trustees in

writing within 20 days after the notice of such re-election of his/her acceptance of the position tendered him/her for another year. Failure to so notify the Board of Trustees shall be regarded as conclusive evidence of his/her non-acceptance of the position.

- C. Substitute teachers who receive a contract after 30 days in the same position and temporary teachers under contract shall not have that contract count toward their tenure if there is a break in service. Employment in the same position must be at least 90 days to count toward tenure. Approved District leave is not a break in service.

ARTICLE VII - QUALIFICATIONS NOT RETROACTIVE

The qualifications for the appointment of members of the bargaining unit shall not be retroactive.

ARTICLE VIII - DATE OF CREDIT RECOGNITION

The single salary principle of equal salary for equal training and experience shall prevail. Advances for increased training shall be made on a yearly basis. The Board and the Union agree that a teacher who completes a course of advanced training prior to the start of the school year shall receive the salary increment for that school year providing, however, such teacher shall notify the Superintendent in writing of his/her plan on or before the first day of April preceding the term in which the planned increment will become effective. Each teacher shall file an official transcript of said credit with the Superintendent not later than September 15. An official notice of successful completion of course work will suffice in lieu of late transcripts. Teachers hired after July 1, 1990, may be credited with up to 5 years of outside teaching experience at the discretion of the District. Licensed Specialists hired after July 1, 2015 may be granted additional years for equivalent years of work experience in the position of Audiologist, Speech/Language Pathologist, Nurse, Physical Therapist, School Psychologist, and Occupational Therapist up to an MA, 10 level.

ARTICLE IX - EXPERIENCE

- A. A year's experience shall be interpreted to mean not less than 140 days of teaching by a Certified teacher in each school year.
- B. Accumulated sick leave, when used, will not be deducted in computing a year's experience.
- C. Any tenured employee of School District No. 1 who accepts a full-time position with the BTU, MFPE, AFT or NEA and returns to the District will be given a year's experience, with a maximum of 5 years, for each year of service to such professional organizations.

ARTICLE X - SALARY SCHEDULE AND RELATED SUBJECTS

Teachers and nurses, upon recommendations of the Superintendent, shall have their salaries determined in accordance with the regularly adopted salary schedule, Exhibit A. Licensed Specialists who fall under the category of Certified Psychologists, Certified Occupational Therapists, Certified Speech and Language Therapists and Certified Physical Therapists with a Master's degree or higher who are fully licensed and accredited by the state of Montana and hired by the District will be placed at MA step 5, Exhibit A, upon providing the District with written verification of completed state licensure and education. For initial placement on the salary scale, a Master's degree must be in Education or an endorsable area to qualify for the Master's level pay. Licensed Specialists will then

continue to progress on the salary scale Exhibit A as they gain years. This would also apply to Licensed Specialists with less than 5 years experience or those who are not currently at MA step 5 or above on the salary scale. Part-time teachers shall be paid according to the salary schedule Exhibits A and B. Teachers employed in the Adult Education classes will be paid no less than \$17 per hour. The District shall establish pay for substitute teachers but for the purpose of pay adjustments for members of the unit, such pay shall be considered at \$94 per day (\$80 + \$14 benefits).

- A. P.I.R. Days. All persons covered by the single salary schedule receive pay for P.I.R. days budgeted. This is to be computed at their basic daily pay. For this agreement there will be seven P.I.R. days, at least three of which are Instructional and Professional Development Days, which teachers must attend. When a Parent/Teacher Conference Day is scheduled it will occur on a Thursday evening with the elementary schools and middle school completing their conferences on the following Friday morning and the high school completing its conferences on a date scheduled in the Spring. The high school may schedule a different Thursday for fall conferences than the middle/elementary schools but the high school will take the Friday of middle/elementary school conference as a non-scheduled school day. If school-related activities conflict with the scheduling of conferences on a Thursday evening, another day during the school week may be assigned. Each individual building, by mutual consensus of the teachers and the administrators in the building, may choose to have their conference at either 4 p.m. to 7 p.m. or 5 p.m. to 8 p.m. Morning conferences shall be held between 8:00 a.m. and 11:30 a.m. Teachers will be free to leave at the conclusion of the conferences on Friday.
- B. Extracurricular Work. The Board and the Union charge the school administration with the responsibility of equalizing the load for teachers doing extracurricular work so that no teacher shall have an unduly heavy program. Teachers doing extracurricular work shall be granted compensation based on the attached index, Exhibit B.
- C. Head Coaches. The right to establish the salaries of the Head Coaches and the salaries of High School Band Director, Chorus Director, Speech and Drama Coaches shall be held by the Board of Trustees. The salaries shall be set according to the salary schedule and any addition to that sum shall be designated as a bonus.
- D. Mileage for Transportation - High School Athletics. All travel, meals, lodging, and use of private auto will be reimbursed according to District travel policy.
- E. There will be no coaching duties in football or basketball for the Sports Coordinator at the Middle School.
- F. Deans of girls and boys will receive payment for additional duties as set forth in the collective bargaining agreement in the amount of \$3000.00 to be paid each year. Department Heads at Butte High School will receive a stipend above their position according to the extracurricular salary scale (Exhibit B) or one extra preparation period each school day to be determined by the Administrator.
- G. Any teacher, certified school psychologist, specialist, and nurse in the District who is involved in extracurricular work must be notified by 10 working days following the last day of school of the current year that the teacher's services in the extracurricular duty will not be required for the coming school year.
- H. The recognition and compensation of any new extracurricular activity required by the District

will be considered a negotiable item between the Board of Trustees and the Butte Teachers' Union. The Board will set the initial salary, which then becomes negotiable.

I. Listed below are some of the allowable payroll deductions including but not limited to:

B.T.U. Dues	Life Insurance
United Way	Federal Tax
U.S. Savings Bonds	State Tax
Social Security	Teachers Retirement
Health Insurance Premiums	Tax-sheltered Annuities
BTU Assessments	Horizon Credit Union
Horizon Credit Union HSA for HDHP	Montana Shares

J. Teachers/Specialists will attend their annual convention or may substitute recently completed Continuing Education credits within the past year and approved by the immediate supervisor in place of the convention. Teachers/Specialists will abide by Administrative Rules of Montana 10.55.714 on professional development. The BTU president will assign the teachers to participate on the advisory committee as set forth in the Administrative Rules of Montana.

K. Certified teachers who attain National Board Certification (NBC) will receive a \$500 yearly stipend. The yearly stipend will continue as long as the certificate is current.

L. Certified Nurses and Certified Specialists in the District who attain voluntary National Board Certification or Specialty Certification in their professional discipline with oversight by their national organization will receive a \$500 one-time bonus upon completion. If a nurse or specialist in the District has already received this Certification they would be eligible for this onetime payment in the following school year.

ARTICLE XI – CONTRACT

SCHOOL DISTRICT NUMBER ONE, SILVER BOW COUNTY, MONTANA, AND _____, teacher. This agreement made and entered into this ____ day of _____, 20____, between _____, party of the first part, and the BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. ONE, Silver Bow County, Montana, party of the second part, WITNESSETH; That the said party of the first part who holds a legal Montana Teacher's Certificate hereby agrees for the consideration hereinafter named to teach school as assigned by the Superintendent in said District, and further agrees to comply with and carry out all the rules and regulations prescribed by the Superintendent and said Board of Trustees and the laws of the State of Montana, with reference to the conduct of the public schools, and the parties mutually agree to comply with the terms and conditions of the master agreement between this Board and the Butte Teachers' Union, as currently revised and amended, and the party of the second part hereby agrees to pay the party of the first part the sum of _____ FOR THE SCHOOL TERM OF 180 TEACHING DAYS PLUS 7 P.I.R. DAYS. Payment of the salary will be made monthly for time actually taught. It is further mutually agreed that if, for unforeseen reasons, the schools shall be closed by order of the Board of Trustees, this contract shall continue in force until the completion of the above described term, provided that the completion of such contract does not extend the school term in any school year beyond June 30.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals to duplicate on the date herein before mentioned.

BOARD OF TRUSTEES, SCHOOL DISTRICT NO. 1
Silver Bow County, Montana

By _____
Chairman

By _____
Clerk

By _____

Teacher

Receipt of this contract is notice of appointment and the signed original must be returned to the Clerk of the District within 20 days.

The parties agree that when a newly hired teacher has signed but does not fulfill an individual teaching contract, the School District has costs that cannot be determined. Newly hired teachers wishing to be released may have to provide minimum notice of two weeks. Teachers would forfeit all leave accrued in the current contract year on a prorated basis. Newly hired teachers wishing to be released from this contract from September 1 through September 30 will pay 5% of the yearly contract salary amount as liquidated damage. Newly hired teachers wishing to be released from this contract October 1 through October 31 will pay 2% of the yearly contract salary amount as liquidated damages. Newly hired teachers wishing to be released after November 1 and/or during the school year will pay 1% of the yearly contract salary amount as liquidated damages. The date of postmark or hand delivery of resignation request will determine date under this provision. The parties further agree the School District incurs costs that are impractical or are extremely difficult to fix when a newly hired teacher breaches contract. Liquidated damages are to cover the impractical or extremely difficult to fix costs.

ARTICLE XII - PAYROLL PERIODS

The amount stipulated on the face of the contract for 187 days, which includes P.I.R. days, shall be divided into 10 or 12 equal payments due on the 20th of each month.

- A. Direct Deposit: Beginning with the 2019/2020 school year, all new hires will be placed on direct deposit. The election of direct deposit is irrevocable. Individuals will have their checks automatically deposited into their bank. For those teachers that elect to receive 12 paychecks, two checks will be deposited directly on the last day of school. The third check will be direct deposited 48 hours following the last day of school. For those teachers that elect to receive 10 paychecks, they will receive the 10th direct deposit payment 48 hours after the last day of school.
- B. Paper Paychecks: If the 20th falls on a weekend or school holiday, employees will be paid on the workday prior to the 20th. Paychecks will no longer be available prior to the October PIR days. If October 20th falls on a weekend, those individuals who do not receive direct deposit, may pick up their checks at the administration building by noon on Friday of Teachers Convention, or it will be mailed to their home address. At the conclusion of the school year, employees choosing the 10 month option will receive their final check at conclusion of last contract day. Employees choosing the 12 month option will receive their final three checks at conclusion of last contract day.

ARTICLE XIII - CHECK-OFF

The Board will deduct from the salary of each teacher, certified school psychologist, specialist, and nurse, who authorized the same in writing upon the form below, agreed upon by the Board and the Union, the current Union dues, to-wit: 1/10th of the current Union dues for a 10-month period, or 1/12th of the current Union dues for a 12-month period, and will deliver all monies so deducted to the Treasurer of the Union by the 10th of the following month.

ASSIGNMENT

BOARD OF TRUSTEES

DISTRICT NO. 1, SILVER BOW COUNTY

BUTTE, MONTANA 59701

Gentlemen:

I, the undersigned, a teacher, certified school psychologist, specialist, or nurse employed by the Board of Trustees, District No. 1, Silver Bow County, Montana, assign to the Butte Teachers' Union Local 332, MFPE, from compensation payable to me, the current Union dues to-wit: 1/10th of the current Union dues for a 10-month period, or 1/12th of the current Union dues for a 12-month period, and authorize and direct said Board to deduct said sum from compensation thereafter earned by me, all in accordance with the Master Agreement between the Board and the Union in force at the time of the deduction.

Dated this ____ day of _____, 20____

(Signature of teacher, certified school psychologist, specialist, or nurse)

Address

WITNESS:

Signature of Witness

Address

ARTICLE XIV - TEACHER INCLUDES COUNSELORS AND DEANS

Unless otherwise provided in these rules, the word teacher includes counselors and deans.

ARTICLE XV - GROUP MEDICAL, SURGICAL, HOSPITAL PLAN

- A. The Butte Teachers' Union shall annually select a medical-surgical plan, and contract for the same for the benefit of its membership.
- B. For school year 2019-2020, the District shall pay on behalf of each member of the teacher's bargaining unit who elects to enroll in the group medical, surgical and hospital plan and life insurance plans as a contribution toward the total cost of said plans, the sum of \$9,744 per year, payable at the rate of \$812 monthly for a 12 month period, commencing 1 September 2019. For school year 2020-2021, the District shall pay on behalf of each member of the teacher's bargaining unit who elects to enroll in the group medical, surgical and hospital plan and life insurance plans as a contribution toward the total cost of said plans, the sum of \$10,044 per year, payable at the rate of \$837 monthly for a 12 month period, commencing 1 September 2020. During any year of this agreement, the amounts identified for that year shall continue for up to 7 months after sick leave is exhausted or until the end of the individual teaching contract, whichever occurs first. The months of June, July, and August shall be considered part of the school year for this purpose, so for each teacher fulfilling his or her contract for the school year, the District is obligated to pay the above amount for each of these 3 months. The District may provide pro-rated insurance benefits to newly hired part-time bargaining unit members.
- C. Said Board of Trustees does hereby authorize and direct that payroll deductions shall be made each month by the District for that portion of the yearly cost of such plan divided by 12 to be paid by the certified personnel by payroll deduction and remitted to said plan, together with the amount payable by the District on behalf of each member of the bargaining unit.

- D. Members of the bargaining unit who retire and are bona fide retirees shall receive one of the options below 12 months after a letter of intention to retire has been received by the District. Retirements will be submitted to the Board for action prior to the retirement date. The teacher must be receiving a retirement benefit from the Montana Teacher's Retirement System and have been enrolled in the group medical, surgical and hospital plan for a period of eight (8) consecutive years immediately prior to retirement in order to receive the benefit. Should a member receiving this benefit expire, the member's spouse shall continue receiving the benefit for 12 months following the member's death. For teachers hired after 9/1/97, the teacher's last 15 years of service must be with Butte School District No. 1. The Board shall waive the 12-month notification if the teacher becomes aware of a health condition, as diagnosed by a medical doctor that prohibits further employment as a teacher. For the purposes of this section the 12-month notification of intent to retire must be given 12 months prior to the actual date of retirement to qualify as a bona fide retiree under this section.

For anyone hired prior to September 1, 2004 and who retires, the District provides the following retirement incentives:

1. For school year 2008-2009, and any subsequent years governed by this agreement, for a retiring teacher with 25 years of creditable service in TRS, or with the Butte School District No. 1, the District will contribute toward an insurance premium an amount equal to the District's monthly contribution paid during the first school year after which the retiring teacher taught fulltime, not to be less than the contribution paid during their last year of employment. The contribution will continue for 5 years, or until he/she attain Medicare eligibility, or the death of the employee, whichever occurs first.
The above process will be followed for retiring teachers with 26, 27, 28 and 29 years of creditable service in TRS or Butte School District #1 with the number of years of contribution increasing by one year with each successive year. The benefit will continue for the specific number of years listed below, or attainment of Medicare eligibility, or the death of the employee, whichever occurs first.
 - With 26 years of creditable service, the contribution will be made for 6 years;
 - With 27 years of creditable service, the contribution will be made for 7 years;
 - With 28 years of creditable service, the contribution will be made for 8 years;
 - With 29 years of creditable service, the contribution will be made for 9 years.
2. For school year 2007-2008, and any subsequent years governed by this agreement, for a retiring teacher with 30 or more years of creditable service in TRS, or with the Butte School District No. 1, the District will contribute toward an insurance premium an amount equal to the District's monthly contribution paid during the first school year after which the retiring teacher taught fulltime, not to be less than the contribution paid during their last year of employment. The contribution will continue until he/she attains Medicare eligibility or the death of the employee, whichever occurs first.
3. Employees will have the option to receive a monthly cash allowance in lieu of insurance payment equal to the contribution as described above.

4. The election made at retirement to receive the incentive provided for in either paragraphs 1 and 2, or in paragraph 3 above, is irrevocable with the District contribution.
 5. The total number of retirees to qualify for the retirement incentives described in paragraphs 1, 2 or 3 above, will be limited to twelve in the elementary and twelve in the high school. If the number of requests to retire under paragraphs 1 or 2 above exceed the maxima, the decision as to who will be allowed to retire and receive these benefits shall be determined by seniority with earliest date of application to determine ties. Any teacher whose benefits have been denied under this rule, and who applies again in the following year shall have their date of application for this incentive deemed to be the date they first applied for benefits.
- E. It is understood that the District's only responsibility under the terms of this Agreement is to deduct and transmit the correct sums to the correct company, agent, or agency, and the Union shall hold the District, the Board, and each individual Board member and Administrator harmless from any suit brought resultant from the proper administration of the terms of this Agreement.
- F. On an annual basis, the Union will provide a Summary of Benefits and Coverage (SBC) for each health plan available to their membership that year. The Union will also provide a statement from the health insurance provider ensuring that at least one of the plan options meets the Affordable Access and Qualifying Coverage tests. The Union will provide to the employer a list of those employees participating on the insurance plan and a waiver form for each employee not participating on the plan.

ARTICLE XVI - SEVERANCE PAY

Severance compensation shall be paid to each teacher upon retirement or death accordingly:

- A. For any employees hired prior to July 1, 1989, the District shall pay $\frac{1}{2}$ of unused sick leave to a maximum of 150 days. In addition, sick leave accumulated beyond 150 days after July 1, 1989, shall be severed at the rate of $\frac{1}{4}$ of their total.
- B. For any employees hired between July 1, 1989 and August 31, 2004, the District shall pay $\frac{1}{3}$ of unused accumulated sick leave to a maximum of 150 days. In addition, sick leave accumulated beyond 150 days after July 1, 1989 shall be severed at the rate of $\frac{1}{4}$ total.
- C. For new employees hired after September 1, 2004, the District shall pay to each teacher upon retirement or death $\frac{1}{4}$ of any unused portion of accumulated sick leave.
- D. The total number of retirees to qualify for the retirement incentives described above in A, B and C, will be limited to twelve in the elementary and twelve in the high school. If the number of requests to retire exceed the maxima, then seniority with the earliest date of application will be used to determine ties. Any teacher whose benefits have been denied under this rule, and who applies again in the following year shall have their date of application for this incentive deemed to be the date they first applied for benefits.

ARTICLE XVII - TRAVELING TEACHERS

All members of the bargaining unit who are required to travel between two or more buildings in a single day shall receive travel allowance for the distance between the buildings at the current District rate.

ARTICLE XVIII - LEAVE OF ABSENCE

- A. Leaves of absence will be classified as follows:
1. Teachers involved in military service are granted leaves according to Montana Code Annotated 10-1-1009.
 2. Teachers on detached duty employed in federal programs for the District will be granted leaves of absence for the duration of such employment.
 3. Teachers who are employed as directors in the District receive automatic leave of absence for the duration of such employment.
 4. Tenured teachers shall be eligible for a leave of absence, provided suitable replacements are available. The Board of Trustees may refuse a leave of absence to a teacher when, in its judgment, the granting of such a leave of absence would not be in the best interest of the District.
 5. Leaves of absence shall be granted to allow teachers to accept elected or appointed public office. Such leave shall be for the term of the office.
 6. Teachers elected to the State Legislature will receive their regular contracted daily rate of pay minus the legislative daily reimbursement.
 7. MFPE President's Leave:
 1. Upon written notification that a member of the bargaining unit has assumed the Presidency of the MFPE, the School District shall grant the MFPE President an unpaid leave of absence for the term of office.
 2. The period of time spent on this leave shall not be considered for seniority.
 3. Time spent on leave shall not count toward step advancement on the Salary Schedule.
 4. The initial leave period may be up to two years. Application for extension of the leave beyond the initial two (2) years must be received by the Superintendent by April 15th. The teacher may apply for leave for a maximum leave of ten years.
- B. Leaves of absence may be granted to teachers, paragraph A4 above, by the Board on recommendation of the Superintendent to extend over a period of time not to exceed one scholastic year. Applications for an extension of the leave beyond one year must be received by the Superintendent before 1 March. An application for a leave of absence for any reason other than medical, maternity or hardship must be received by the Human Resource Office by May 1. Any leave greater than 10 consecutive days without pay must be approved by the Board.

ARTICLE XIX - MATERNITY LEAVE

Maternity leave shall be granted as needed:

- A. Notification. In all cases of pregnancy, an employee shall notify the Superintendent (or designated representative) by the end of the fourth month of pregnancy, or when pregnancy has been definitely established, whichever is earlier.
- B. Commencement. A pregnant employee shall be permitted to work as long as she and her physician deem her physically qualified.
- C. Leave Period. Maternity leave shall be granted for a period of time, which shall allow a maximum of 1 year following birth or adoption. However, the employee may resume her job as

soon as she and her doctor agree she is physically qualified. On request, renewal of leave may be granted for up to 2 additional years.

- D. Seniority and Reinstatement. An employee absent on maternity leave shall be entitled to return to the same job she held at the time she went on leave, or, if her position has been abolished, to a comparable position.
- E. Benefits. All accumulated sick leave may be applied to each maternity leave and any prenatal complications there from. Teachers on maternity leave shall be permitted to perform substitute teaching service as long as she and her physician deem her physically qualified.

ARTICLE XX - SABBATICAL LEAVE

- A. Teachers, counselors, deans of boys, and deans of girls who have completed 7 years of service in the District shall be entitled to a sabbatical leave of 1 year, the compensation for which shall be 60 percent of the teacher's annual contracted wage. It must be verified and a transcript must be furnished upon completion of the formal education. The number of persons on sabbatical leave in any 1 year shall be limited to 5. Sabbatical leave shall not be granted to any person for longer than 1 school year.
- B. Sabbatical leave shall be granted only for the purpose of improving the professional ability of the staff member and improving the standard of instruction in the District. Satisfactory programs or projects for sabbatical leave periods include study, research, or related work in other institutions or private or business organizations, for any reason which will contribute to the cultural and technical qualifications of the staff member for his/her work in the District.
- C. The salary amount to be paid while on leave shall be paid on the usual monthly basis. A teacher, counselor, dean of boys, and dean of girls, absent on sabbatical leave, shall receive any regularly scheduled salary increases negotiated and agreed to between the Board of Trustees and the Butte Teachers' Union.
- D. Applications must be filed on or before April 1 or November 1 immediately preceding the semester when it is proposed that the sabbatical leave shall become effective. Leaves may be granted for periods of 1 semester or 1 year.
- E. Applications for sabbatical leave shall be made upon a form furnished by the Human Resource Director. The application shall contain information as follows: Applicant's name, educational purpose of sabbatical leave, whether work remuneration will be received while on leave, and the amount of such remuneration, if any.
- F. Applicants for sabbatical leave, after having been determined to qualify otherwise under this rule, shall be recommended to an eligibility list of the Board in order of their seniority of service in the District. Such applicant may maintain his/her position on this eligibility list by renewing his/her application annually.
- G. Social Security and Teachers' Retirement benefits shall be computed and paid as provided by law.
- H. The District shall pay its contribution for the hospitalization plan for teachers while the teacher is on sabbatical leave.
- I. The applicant for sabbatical leave shall execute an agreement with the District as follows:

"I, the undersigned applicant for sabbatical leave, agree to return to the employment of School District No.1, Silver Bow County, State of Montana, at the expiration of the sabbatical leave, and to serve in my present teaching capacity at the salary scale provided by agreement between the School District No. 1 and the Butte Teachers' Union, for at least 1 year after the expiration of the sabbatical leave in exchange for the compensation received during the sabbatical leave. I, the undersigned applicant for sabbatical leave, agree that if I fail to return to serve School District No. 1 for 1 year after the expiration of the sabbatical leave or unconditionally offer my services to School District No. 1 for 1 year after the expiration of the sabbatical leave, I must repay School District No. 1 all wages, insurance, social security and teacher's retirement received by me and/or for my benefit during the sabbatical leave."

Signature of Applicant

Chairman, Board of Trustees, School District No. 1

ARTICLE XXI - SICKNESS AND DEATH IN FAMILY LEAVE

- A. A teacher shall be accrue 15 days sick leave annually, with no cumulative limit, with full salary; an additional 5 days shall be allowed in which the teacher receives the difference between his or her rate of pay and \$94 per day, accumulated up to 35 days. Although front-end loaded, accrued leave earned for that year will be pro-rated for teachers who resign during the term of the contract. Excluding maternity leave, a teacher must exhaust all sick, personal and partial leave before being allowed to take leave without pay. Any teacher in the District who has signed a contract to teach in the District for the ensuing school year does not have to teach during the contract year to receive the sick benefits of the negotiated agreement. Accruals will be prorated for teachers under a new contract that commence the school year later than the first day of teaching. Extenuating Circumstance: Once 35 partial days have been accumulated and during extreme medical hardship, a teacher may petition a committee made of two District and two Union representatives and be allowed to replace 35 partial days with 7 additional sick days. A teacher can only combine partial days when all sick/personal days accrued are exhausted.
- B. Sick leave is the necessary absence from duty caused by and used for personal illness, quarantine, communicable disease, injury, disability, pregnancy, miscarriage, childbirth and recovery, adoption, personal medical appointments. Sick leave may also be used for caring for immediate family. Immediate family for the purposes of this rule shall mean second degree by marriage and fourth degree by blood. In the event of serious illness or death in the immediate family, or close friend, each teacher may use sick leave.
- C. Claims for all sick leave shall be submitted with the principal's monthly payroll. A teacher shall be entitled to the accumulative sick leave to his/her credit whether or not he/she returns to school the current year up to a period of 5 years. Sick leave shall be computed on the then current rate of pay established by agreement between the District and the Union.
- D. Any teacher who violates this rule shall forfeit completely his/her rights under this rule for a period of 1 year. Charges of violations shall be investigated by a committee of the Union and the Board of Trustees.
- E. Sick Leave Bank: Beginning with the 2008-2009 school year, a Sick Leave Bank shall be established to provide additional sick leave days to members of the bank for extended absence due to serious illness, accident, hospitalization or disability. The Sick Leave Bank is not intended as a protection for long-term disability benefits provided under an insurance program. A Sick Leave Bank Committee shall be established and will be the governing body for the

bank. The Committee shall be comprised of members from the B.T.U.

- F. **SICK LEAVE BANK:** A Sick Leave Bank is established for employees to draw upon in case of absence for serious illness, accidents, hospitalization or disability extended beyond accumulated sick leave for themselves or their immediate family. The Sick Leave Bank is not intended as a protection for long-term catastrophic illness or hospitalization. In the event of a member's catastrophic illness or accident, said member may come back to the Sick Leave Bank Committee and request additional days. The sick bank will be maintained by the Payroll Department and can be reviewed, at any time, with adequate prior notification, by the members of the Sick Bank Committee. The Sick Leave Bank Committee will communicate changes to the sick leave bank to the payroll department.

G. **GUIDELINES FOR THE SICK LEAVE BANK**

1. An employee who wishes to participate in the sick leave bank will apply, in writing, to have one (1) sick day deducted from his/her accumulated sick leave.
2. When the number of sick days fall below 50 days the Union will ask members of the bank to donate one (1) day. If the number is not below 50, the members will donate no days for the year.
3. Current employees may join or withdraw from the Sick Leave Bank only during open enrollment, which is September 1 through September 30 of each year. Newly hired employees may join the bank within 120 days of initial hire.
4. Newly hired employees shall not be granted sick leave bank days until they have been continuously employed for six (6) months.

ARTICLE XXII - PERSONAL LEAVE

A teacher may elect to take 10 days leave per year for personal business reasons, but if any such leave is taken, it shall be deducted from the sick leave; this per year, not accumulative. Please refer to **ARTICLE XVI – SEVERANCE PAY, C** for payment of unused portion of accumulated sick leave.

ARTICLE XXIII - THE SCHOOL YEAR AND THE SCHOOL DAY

- A. Teachers will be employed for a period of not more than 187 days with a minimum of 7 PIR days. This is exclusive of legal holidays and other non-scheduled days as noted on the approved annual school calendar. The number of PIR days on the calendar will only be increased by a majority vote of the BTU membership.
- B. New teachers will be required to attend Orientation Day, which will be held within a week prior to the first contract day. Teachers may be excused by the Superintendent for extenuating circumstances.
- C. A PIR recordkeeping day will be scheduled the last day of the school year. The day will be free from pupils. No teacher training or meetings will be scheduled during the day. Teachers shall remain until released by Building Administrator.
- D. The District at its sole discretion, may add up to three (3) days to a non-tenured teacher's contract outside the regularly scheduled school year for the purpose of professional development as determined by the District. These additional days will be paid at the teacher's

extended salary rate. If training is to take place during the summer the teachers must be notified at least 20 business days in advance of said training.

- E. The time the student day commences and ends may vary according to the needs of the educational programs of the Butte School District. The scheduling of school hours shall be designated by the Board of Trustees. Regardless of the time the student day begins or ends the workday for teachers shall not exceed seven and one half (7.5) hours, inclusive of lunch. The school day shall not be lengthened without negotiations with the Union.
- F. All teachers shall be free from duty during the lunch period and prep time. The administrator may assign duties during the remainder of the work day. Traveling teachers required to be in more than one building a day cannot be given duties at both buildings on the same day. Attempts will be made to distribute the before and after student contact duties equally.
- G. The school calendar will be set by mutual consent by a committee comprised of six members: three from the Union consisting of an Elementary, Middle and High School teacher and three from management. The committee will meet by February 15th with the calendar presented to the District by April 1st.
- H. If 2 or more teachers happen to receive recess at the same time, without disrupting the principal's scheduling of full day preparation times, they can rotate recess duty.
- I. Early dismissal is allowed on Friday at 3 p.m. If an individual has Friday 3 p.m. duty or an emergency meeting he/she will be allowed another 3 p.m. dismissal day during the week.
- J. For the purpose of early outs, formal classroom instruction will end as follows: Grades 3-12 will be 1:00 p.m. and K-2 will be at 12:15 p.m. on early dismissal days. The calendar committee will decide the dates for the four early outs.
- K. The High School calendar may be separate and distinct from the Elementary/Middle School calendar, dependent on availability of student transportation, recommendation from the calendar committee, and Board approval.

ARTICLE XXIV - ATTENDANCE AT MEETINGS/TIME OF DAY

- A. Attendance of teachers at meetings outside of the established workday hours shall be voluntary. In addition to their teaching responsibilities, teachers are obligated to attend faculty and department meetings, and participate in training, in-service meetings, and parent/teacher conferences during the established work day hours.
- B. When an appointment is made with a teacher 24 hours in advance, teachers will be available during the normal workday for special help or conferences with students or parents provided it does not take place during the scheduled prep time.
- C. Release time may be allowed for all teachers for in-service, staff meetings or special meetings within each school. The Superintendent or building principal may allow the teachers to meet or attend other meetings outside their own school.
- D. When mutually agreed upon by the District and the employee the workday may begin at 7 a.m. and end at 2:30 p.m. or begin at 9 a.m. and end at 4:30 p.m. For the purpose of meetings, training and communication the basic workday shall begin at 8:00 a.m. and end at 3:30 p.m.

ARTICLE XXV - PREPARATION TIME

- A. Teachers will not be scheduled any duties during their preparation time. The Union will not interfere with nor discourage unit members from electing to perform other duties during their preparation time when mutually agreed to by the employee and supervisor. If a teacher volunteers to fill in for a substitute position that is not filled, that teacher will be compensated at 17 dollars per hour for their lost preparation time. For positions in which there is no substitute teacher required or an absence was not requested, teachers will not be compensated.
- B. All full time teachers shall have 300 minutes of preparation time per week. These preparation periods are to be included in the normal school day. Attempts will be made to distribute the prep time during the week equally.
- C. All teachers will remain in the school building during preparation periods unless special arrangements are made with the school principal.
- D. Half-time teachers will not receive preparation time.
- E. Counselors, audiologists, occupational therapists, nurses, psychologists, speech therapists, physical therapists, social workers, deans, BHS librarians, and BHS attendance officer will not receive scheduled preparation time, but the District recognizes they need adequate duty-free, meeting-free, non-student contact time to accomplish tasks associated with the position. Attempts will be made, in collaboration between these employees and their supervisors, to permit 60 minutes per day of duty-free time.

ARTICLE XXVI - PERSONNEL RECORDS

- A. A permanent personnel file for each teacher shall be maintained in the office of the Human Resource Director.
- B. Documentation that has not been properly placed in this file may not be used to discipline or terminate any teacher.
- C. Teachers shall have the right, upon written request, to review the contents of their permanent personnel file, except for the confidential items received by the Board prior to the teacher's employment. The teacher may be accompanied by a representative if desired. One copy of any material placed in the teacher's file will be made available to the teacher without cost upon written request.
- D. The teacher shall be notified of all additions to his/her personnel file with the exception of:
 - 1. Items received from or requested by the teacher or items where the teacher has been given a copy.
 - 2. Items bearing the teacher's signature.
 - 3. Items pertaining to certification, course work, or summaries of earned credits.
- E. All items in the teacher's file shall be identified as to source.
- F. The teacher will have the right to respond in writing to any material filed; the response shall be reviewed by the Human Resource Director and attached to the file copy.
- G. If any administrator or supervisor other than the Superintendent or the Human Resource Director or their staff or the teacher's attorney-in-fact requests the right to see a teacher's personnel records, the name of the person(s) making the request and the date the request was granted will be recorded and placed in the teacher's personnel file.

- H. Any corrective action, e.g., counseling or warning, taken by a supervisor, if not documented to the permanent personnel file or included in the next evaluation, must be discarded.
- I. If a teacher desires to have any material permanently removed from the personnel file, the teacher may request that the Superintendent do so. If the Superintendent does not feel that the material should be removed, the teacher may appeal in writing to the Board of Trustees for a hearing. The teacher may be represented at the hearing.

ARTICLE XXVII - POSTING OF EDUCATIONAL MATERIALS/OPPORTUNITIES

All materials concerning fellowships, grants, Federal Education Acts, travel, research, or related education opportunities for teachers will be properly posted by the administration to all teaching personnel in the District.

ARTICLE XXVIII - SUMMER EMPLOYMENT/AFTER SCHOOL PROGRAMS

- A. Date. When possible, all personnel hired for summer employment in the District shall be notified on or before May 15.
- B. Salary. Any teacher employed by the District to work during the summer months following the end of the school year and prior to the start of the next school year shall be paid an extended salary based on the contract rate in effect for the preceding school year. If the teacher is not employed for a seven (7) hour day, the salary shall be pro-rated on said basis. This shall apply to all projects regardless of the nature of the funding, including tuition programs whenever possible. Effective July 1, 2019, teachers newly hired to the District will be paid at an extended salary based on the contract rate in effect for the preceding school year up to the maximum of MA, Step 5 Salary base level.
- C. Teachers of Summer Drivers' Education shall receive \$30.00 per hour for 2019/2020 and \$31.00 per hour for 2020/2021 provided sufficient Driver's Education funds are available to operate the program. If sufficient Driver's Education funds are not available to operate the program, the above hourly wage will decrease to fit the funds available. The School District has no obligation to add general funds to the Driver's Education funds. No student who wishes Driver's Education shall be denied participation in the Driver's Education program to make sufficient funds available.
- D. Teachers employed to work on curriculum review committees during the summer and/or after school will be paid at the MA, Step 5 hourly rate.

ARTICLE XXIX - SCHOOL PSYCHOLOGIST

A School Psychologist will work the time necessary after the regular school year dependent upon the Director's recommendation and Board approval. When possible, work will be distributed equally among staff.

ARTICLE XXX - TRANSFERS AND VACANCIES

A. Definitions.

1. Vacancy. The Superintendent shall declare when a vacancy or new position exists. A vacancy shall not be declared while a recall is still in progress since a position from which a teacher has been RIF'd is not considered vacant. A vacancy is a position authorized by the Board that is open as a result of a retirement, a resignation, termination, death, non-renewal of a non-tenured teacher, a temporary assignment – or a newly created position. Those positions will be offered at the first job fair for transfer by District seniority. In Federal Programs, a transferring teacher must be certified and have taught in the area within the last 5 years. If all non-tenured teachers are non-renewed for budgetary reasons after the first job fair, the jobs left open will go to the second job fair unless the non-tenured teachers are recalled by June 20th of the current contract year.
2. Voluntary transfer. The movement of an employee to a different assignment, grade level, area, or building for which the employee has applied.
3. Involuntary transfer. The movement of an employee to a different assignment, grade level, area, or building for which the employee has not applied.
4. A. Excess teacher. A teacher who, because of enrollment changes or fluctuations in class sizes that affect a teacher's present teaching assignment within a department or building, is no longer required for that teaching assignment. Among teachers who have the same teaching assignment within the department or building, the teacher with the least District seniority shall be determined as the excess teacher. In K-6, the excess teacher will be determined by grade level and District seniority. In K-6 specialist areas (e.g. Art, Library Tech, Music, PE, Special Ed, etc.), the excess teacher will be determined by department and District seniority. In grades 7-8 and in grades 9-12, the excess teacher will be determined by department and District seniority.
- B. Census Teacher Position. When the District determines that an additional classroom is needed to accommodate an unusually high enrollment at a specific grade level at a specific school, the Butte Teacher's Union will be notified that a "Census Position" is needed. In the case a "Census position" is determined the following provisions will apply:
 1. Census Position: A census position is a position created for one year only to accommodate a grade level at a specific school that has an unusually high enrollment.
 2. The "Census position" will be available for transfer at the Job Fair, to tenured teachers with appropriate certification.
 3. Any tenured teacher who successfully bids into a census position will be excessed at the end of the school year but will not be considered an excessed teacher as identified in Article XXX Section B 4i. The tenured teacher in a Census position will not have a position to take to the Job Fair, but can attend and bid according to seniority.
 4. The District will declare no more than two "Census Positions", within a school year.

5. Tenured teachers bidding into a “Census Position” will note that the language in Article XXX Section A Part 4, will not apply when the District has notified the Union and declared the position as “Census position”.

B. Procedures for placement of excess teachers and transfers.

1. The Human Resource Office will maintain a list of all vacancies throughout this process.
2. Excessed teachers will apply for and be offered positions from the vacancy-transfer list according to their District seniority and certification; however, if the excessed teacher's position is reinstated on or before the third Monday of September, the excessed teacher may return to his/her former position. The resulting vacancy will be filled by a current District employee or a long-term substitute, if necessary.
3. Excessed teachers may:
 - a. Apply for and fill a posted position based upon his/her seniority days.
 - (1) Excess Teacher Preference Rule: When an excessed teacher's days equal those days of a voluntary transfer applicant, the excessed teacher shall be assigned the position first.
 - (2) Involuntary transfers will be invoked if an excessed teacher is not placed pursuant to the foregoing. An excessed teacher who does not participate in the transfer process will be placed.
 - b. Providing a RIF situation is not in progress, an excessed tenured teacher may displace a non-tenured teacher from a position for which the excessed tenured teacher is certified. Teachers completing their 3rd consecutive year of teaching with the District are considered to be non-tenured prior to June 1st. If the excessing occurs prior to June 1, the positions held by the 3rd year non-tenured teachers will be included on the list of positions for the excessed teacher to consider. Displacement of a non-tenured teacher shall be disallowed when no position exists for which the displaced non-tenured teacher may be assigned, based upon present openings.
 - c. Non-tenured teachers displaced by excessed tenured teachers may be assigned to vacant positions according to their certification and days of service in the District.
 - d. If a RIF is in progress, refer to Article V, Section E.
4. All vacancies will be posted for transfer opportunity. A vacancy occurring during the year shall be filled on a temporary basis. Should the position be available for the following year, it shall be posted and filled according to other provisions of this Article.
 - a. Prior to the end of the school year the District will provide notice, via electronic means to all teachers of all anticipated teacher vacancies for the coming year.
 - b. No sooner than five days after electronic delivery of the notices the District will hold a Job Fair. The purpose of the Job Fair is to accept bids for transfer based upon District-wide seniority.
 - c. All vacancies that have been identified will be filled at the Job Fair by present tenured staff, in order of District-wide seniority, or if unfilled will be identified as open to non-tenured placement by the Superintendent. All transfers will be final. Vacancies that occur as a result of the transfer process will also be filled at that time and are also final.

- d. All tenured staff interested in transferring to any position in the District should attend the Job Fair. Any tenured teacher transferring on an improvement plan will be expected to fulfill the requirements of the plan. Any teacher attempting to transfer positions at the Job Fair must have OPI credentials on the state website prior to the Job Fair. The positions that have been identified in the hand delivered letters will only identify those positions open for transfer in the first round. Subsequent openings created by teachers successfully bidding on openings will not be advertised at a later point in time, but will be filled at the Job Fair. A tenured teacher who accepts a temporary position after the 2nd job fair, will return to their former position before the next job fair.
 - e. Any non-tenured teacher without a position and determined by the District to be eligible for placement will be assigned by the Superintendent in the appropriate area of certification after the internal vacancies are determined. Any vacancies after non-tenured placement may be open to advertising to the public.
 - f. After June 1st, tenured teachers who are currently completing or have completed their 3rd consecutive year, shall be eligible to transfer within their initial area of hire. Tenured teachers who are completing or who have completed their 5th consecutive year of service will be eligible to transfer within their area(s) of certification. Staff may apply for a transfer on the standard Transfer Form. However, they may bid only on vacancies identified on the initial transfer notice. They cannot fill out a transfer form for any positions not identified on the initial Vacancy Announcement. If the vacancy is the result of a successful bid by a teacher for a position the Transfer Form will not be valid.
 - g. Teachers who have submitted their intent to retire may not transfer between Elementary and High School budgets.
 - h. Teachers taking a one year leave of absence from their position for reasons other than educational advancement or those referenced in Article XVIII may not bid into a new position at the Job Fair for the following year.
 - i. Excessed tenured teachers can displace a non-tenured teacher to have a position to bring to the Job Fair. Excessed teachers cannot select a new or open position until other Union members have an opportunity to bid on such positions at the Job Fair.
 - j. If an excessed tenured teacher displaces a non-tenured teacher, and then the excessed tenured teacher exits the displaced non-tenured teacher's position, that position will be available for only the next round. If that position is not chosen during that round, the position is then returned to the displaced non-tenured teacher. If their position does not become available, the excessed non-tenured teacher may be placed in any open position for which they are certified by the Superintendent.
 - k. If a tenured teacher is excessed and their position is reinstated the following year, said teacher will be given first opportunity to be placed into their previous position.
5. Proxy Form
- a. Teachers may file a Proxy Form with the District. The proxy must be identified and must be a member of the bargaining unit.

- b. Failure to properly fill out the Proxy Form will result in it being declared invalid. It must be filled out in its entirety.
- 6. If necessary the District may hold a second Job Fair before July 10. The purpose of the second Job Fair is to fill any additional vacancies as determined by the District or in the case of the death or retirement of a teacher after the initial Job Fair.
 - a. The District will announce those vacancies to the present staff. Vacancy Announcements shall be posted in the Administration Building, 111 N. Montana Street, with copies to the Union Office, and shall be recorded on the answering machine at the number used for requesting substitute teachers.
 - b. Posting will be for five days prior to the Job Fair.
 - c. New teachers hired after the first Job Fair will not be allowed to transfer at the second Job Fair.
 - d. Any additional vacancies that are a result of teachers successfully bidding for vacancies at the second Job Fair will be bid at the second Job Fair.
 - e. Staff may apply for a transfer on the standard Transfer Form. However, they may bid only on vacancies identified on the initial transfer notice. They cannot fill out a transfer form for any positions not identified on the initial Vacancy Announcement. If the vacancy is the result of a successful bid by a teacher for a position the Transfer Form will not be valid.
 - f. All vacancies that have been identified will be filled at the Job Fair by present tenured staff, in order of District-wide seniority, and certification, or if unfilled will be identified for non-tenured staff placement by the Superintendent. All transfers will be final. Vacancies that occur as a result of the transfer process will also be filled at that time and are also final.
- 7. Failure to abide by the deadlines as identified for either Job Fair or failure to attend the Job Fairs constitutes a waiver of rights to transfer to any of the available positions that were open for staff at that time.
- 8. The Job Fair will admit only members of the Butte Teacher's Union, School District Human Resource Director and staff, and, by mutual consent, others who may be necessary.
- 9. Involuntary transfers. If transfers become necessary to meet ESSA/IDEA requirements, as a result of school census findings or other similar needs of the District, consenting teachers to such transfers shall be given first priority. If an involuntary transfer becomes necessary under these circumstances, the teacher with the least seniority in grade category or in subject areas shall be placed in a comparable position prior to filling the vacancies with a non-tenured teacher. A request by an involuntarily displaced teacher shall have priority over voluntary requests for available positions for which he/she is qualified. If ESSA/IDEA requirements change, either party may give notice to the other within ninety (90) calendar days after such enactment of its intention to renegotiate the impact of such changes of Article XXX.
- 10. When tenured teachers with precisely equal seniority apply for the same job at the job fair or otherwise appointed, the placement shall be determined in the following order: (a)

first, any tie in seniority shall be broken by reference to the educational level of the teachers with the same seniority date; that is, the teacher with the most extensive education, using the following educational levels MA+1, MA, Prof., BA/BA+3, BA/BS+2, BA/BS+1, and BA/BS, shall be given the position; (b) if a tie still exists after applying (a), the teacher with the greatest number of credits in an OPI certified area shall be given the position; (c) if a tie still exists after applying (b), the teacher with the greatest number of credits in the subject matter area of the vacant position (i.e., physics credits for a physics position) shall be given the position; (d) if a tie still exists after applying (a), the teacher with the greatest number of years in TRS will be given the position. If a tie still exists after applying (a) through (d) above, the Superintendent shall make the decision as to who will be given the position. All information related to the criteria for selection must be on record with the personnel director before the job fair.

11. All remaining vacancies will be filled in accordance with the Board policy.

ARTICLE XXXI - GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by an employee that (1) he/she has been treated unfairly or inequitably, (2) there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement or of established policy or practice.
- B. As used in this Article, the term "employee" shall mean (1) an individual teacher, (2) a group of employees having the same grievance, (3) the Butte Teachers' Union.
- C. Time Limits. If the employee or the Butte Teacher's Union fails to timely file or submit the grievance to the next step, the grievance is forever waived and/or the grievance is deemed settled. If the District fails to timely respond to a grievance, the grievance is deemed denied and the employee may file the grievance at the next step. The parties may, by written agreement, change any time limit or steps in the procedure. If a grievance should arise from the action of authority higher than that of principal of a school, the employee may present such grievance at the appropriate step of the grievance procedure.
- D. Election of Remedies and Waiver. An employee instituting any alternative action or legal recourse waives any and all rights to pursue a grievance under this Article.
- E. Procedure: An effort shall first be made to informally adjust an alleged grievance between the parties or their designee.

Step 1. An employee must file a written grievance with the building administrator within 30 calendar days of the first occurrence of the grievance or within 30 calendar days of the first knowledge of the grievance. The written grievance must set forth the violated section(s) and remedy. An employee and the Union grievance committee chairman (if the employee so desires) shall first discuss the problem with the building administrator. The administrator shall arrange and hold a meeting within 5 calendar days after the grievance was submitted with the employee to discuss the grievance. The administrator shall have 5 calendar days after the meeting to render a written decision to the grievant.

Step 2. If the employee is not satisfied with the disposition of the grievance at Step 1, the employee has 7 calendar days after receiving a written decision from Step 1 to submit the grievance to the Superintendent. The Superintendent may arrange for a meeting within 7

calendar days after the receipt of the appeal with the employee and the grievance committee chairman. The Superintendent shall have 14 calendar days from the date the grievance was submitted to the Superintendent to render a written decision to the employee.

Step 3. In the event a grievance shall not have been settled under the procedure above, the aggrieved may proceed directly to arbitration, which shall be binding on both parties. Notice of intention to request arbitration must be sent in writing to the School Board by the Butte Teachers Union within 14 days after receiving the decision of the Superintendent. If no written decision has been rendered by the Superintendent within 14 calendar days after the grievance was submitted in Step 2, the Butte Teachers Union has 14 calendar days to submit the grievance to arbitration as provided in this Step. Upon submission of a grievance to arbitration under the terms of this step, the parties shall, within 7 calendar days after the request to arbitrate, attempt to agree upon an arbitrator. If no agreement on an arbitrator is reached after 7 calendar days, either party may request the Federal Mediation and Conciliation Service to submit a list of 5 names. Within 7 calendar days of receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, and the name so remaining shall be the arbitrator. The employee and/or District shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not shared with the other party. The arbitrator shall be empowered to make compensatory awards but shall not be empowered to add to, subtract from, or otherwise modify the terms and conditions of this Agreement. The expense of the arbitration shall be borne equally by the parties. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose. No teacher at any stage of the grievance procedure shall be required to meet with any administrator without Union representation.

ARTICLE XXXII - PLACEMENT ON SALARY SCALE

- A. In order for any teacher to advance horizontally on the salary scale, the following apply:
 - 1. Credits earned towards a higher degree must be in an accepted graduate degree program earned from an *(NCATE) National Council for Accreditation of Teacher Education from an accredited college or university* with prior written approval of the Superintendent. For credits earned toward a higher degree, teaching personnel must first present their advisor's written approval that these courses will apply toward the degree being sought. Effective August 20, 2019, credits older than 7 years will not be eligible for advancement on the salary scale.
 - 2. A Staff Development Program must be approved by the Superintendent, and the Superintendent's decision is final.
 - 3. Administration credits required for administrative certificate.
 - 4. Graduate Credits necessary for advancing horizontally on the salary scale must be earned from an NCATE accredited college or university and pre-approved by the Superintendent.
 - 5. Any teacher hired by the District prior to July 1, 2012 with a Class I Professional Teacher License as issued by OPI will be grandfathered as to placement on the Salary Schedule at the Professional Level.
- B. For initial placement on the salary scale, only credits in Education or credits applicable to the

specific endorsement for which the teacher was appointed, will be applied to their placement on the salary scale.

- C. The Superintendent's decision on placement on the salary schedule is final, with the exception of A1. Decisions on graduate degree programs may be appealed to a committee comprised of the following members:
- Associate Superintendent or Superintendent's designee
 - BTU President
 - A neutral committee member selected by mutual agreement between the other two members
- D. All adjusted or new contracts will be sent to the teachers involved; the teachers will have 20 days to either sign the contract or notify the Superintendent that they are not in agreement with the contract.

ARTICLE XXXIII – EMPLOYEE RIGHTS

- A. Complaints Against a Teacher. Before action is taken on any complaint against a teacher, of any nature, such complaint must be duly signed and submitted to the Superintendent in writing. When a written complaint has been made against a teacher, he/she shall be entitled to a hearing at a regular or special meeting of the Board (complainant must appear at this hearing). Both teacher and Union must be notified at least 15 days prior to the hearing.
- B. Just Cause. Teachers may only be disciplined or dismissed (firing during the term of a contract) for just cause. Tenured teachers may only be non-renewed/terminated for just cause. A non-tenured teacher may be non-renewed/terminated in accordance with the provisions of 20-4-206, MCA.

Nothing in this Article is intended to limit the District's rights as listed in law to terminate teachers if the financial condition of the District requires a reduction in the number of teachers employed.

ARTICLE XXXIV - REPORT OF ABSENCE

- A. All teachers absent from duty shall report promptly to the Call-Out Clerk and the principal of the school the cause of such absence. Any teacher, who shall without good reason, fail to make this report promptly, shall forfeit his/her salary for the period of absence preceding the receipt of the report of the principal. A teacher who has been absent from duty shall report to the Call-Out Clerk and the principal when returning to work. Teachers who do not properly report to the Call-Out Clerk will be deducted 1/2-day's pay.
- B. In case of absence from duty in response to a court subpoena or an administrative hearing in which faculty personnel are not a party, there shall be deducted from the salary of same faculty personnel the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate signed by the faculty personnel stating the amount and purpose of such compensation must be submitted. Full salary for the period of absence shall be deducted unless a certificate is presented. In case of absence from duty for any court proceedings or administrative hearing in which the faculty person is the plaintiff or initiating party, no salary

shall be paid for the period of absence. In case of absence from duty in response to a jury summons, the faculty person shall have deducted from his/her salary the compensation received while on the jury.

ARTICLE XXXV - SCHOOL BUDGETS

School budgets will be made available to teachers to assist them in instructional planning.

ARTICLE XXXVI - COMMITTEES

In order to encourage greater teacher participation in curriculum planning, lists of proposed curriculum committees shall be published within schools so that teachers may have an opportunity to apply for membership.

ARTICLE XXXVII - UNION PROFESSIONAL LEAVE

Ten days professional leave per year will be granted to the Butte Teachers' Union for attendance at conferences, etc. These days will be at the discretion of the Union and following District policy. The District will pay the substitute for the first 5 days, and the Union will pay the last 5 days.

ARTICLE XXXVIII - LOBBYING

The District will allow Butte Teachers' Union up to 10 days for lobbying purposes during non-legislative years. The District will pay the substitute salary for the first 5 days. The District will allow up to 30 days for lobbying purposes during legislative years with substitute salary paid for the first 15 days by the District and the Union paying the remaining 15 days of substitute salary.

ARTICLE XXXIX- JOB SHARING

- A. Teachers may volunteer and the District may, in its sole discretion, agree that two or more teachers may share a position.
- B. Teachers sharing a position shall be entitled to all benefits, seniority, and salaries on a pro rata basis. Accrual of time to earn tenure status shall also be on a pro-rata basis. The total benefits and salaries paid to job-sharing teachers may be less than, but shall not be greater than, the benefits and salaries that would have been paid if the position was held by the most senior teacher only.
- C. Salaries for teachers sharing positions shall be pro-rated to reflect the fraction of the position shared.
- D. The teachers involved shall make application to job share to the Human Resource Office. The application shall set forth information about the educational program involved, the teachers involved, and other requested facts.
- E. The Board of Trustees may approve the job share plan and enter into an agreement covering such - Exhibit C. The job-sharing teachers, the Butte Teachers' Union, and the Board of Trustees must enter into a written agreement for the proposed job sharing to become effective.
- F. Scheduling of teachers sharing a position shall not be limited by other provisions of this Agreement but will be by mutual consent of the affected teachers and the Board.

ARTICLE XL- STAFF DEVELOPMENT PROGRAM

As part of the District's staff development program, teachers may receive credit for salary advancement upon completion of continuing education courses, workshops, and/or in-service programs which are initiated and administered by the District. The District will determine which courses will carry such credit as well as the amount of credit, if any, to be assigned to each course, workshop, or in-service program. Evidence of satisfactory completion of such courses, workshops, or in-service program must be compensated by the participants.

ARTICLE XLI - TEACHERS ON SPECIAL ASSIGNMENT

Teachers may be recommended for special assignment when approved by the Superintendent or his/her designee.

- A. Appointment of teachers to special assignment for specific, established programs or departments shall be made from teachers employed in these areas. Expertise and specific skills shall be the basic criteria.
- B. Teachers who have developed programs or skills, which are of value to the District, may be appointed on an individual basis.
- C. Teachers appointed to a special assignment for programs of a general nature, shall be selected from a list of applicants compiled after the position has been posted within the District for five working days. Compensation for teachers on special assignment may be wages or release time and the compensation must be agreed to by the teacher, the Union, and the Board or its designated representative. To encourage participation and enhance the curriculum, projects requiring teachers on special assignment shall be reviewed at least every two years and, if continued, may be made available to other teachers who have expressed an interest in and have the necessary skills and training to perform the work.
- D. Unless waived by the teacher, any teachers appointed to a special assignment shall be entitled to return to their previous position provided they do so within one (1) year of acceptance of the special assignment. If the assignment started mid-year, the teacher must notify the District within one year of the assignment effective date whether or not the teacher plans to return to their previous position at the beginning of the next school year. If the teacher remains in the special assignment for more than one (1) year, they shall be reassigned through the process of the job fair when the special assignment is completed.

ARTICLE XLII - ARTICLES PRINTED

These articles shall at all times be made available by the Board of Trustees in printed form to teachers within sixty (60) days of submission of the final draft to the District by the Union.

IN WITNESS WHEREOF, the parties hereto set their hands:

BOARD OF TRUSTEES
SCHOOL DISTRICT NO. 1
BUTTE, MONTANA

BY: _____ DATE: _____
Ann Boston, Chairperson

BUTTE TEACHERS UNION
LOCAL 332 AFT, AFL-CIO
BUTTE, MONTANA

BY: _____ DATE: _____
Mike Kenison, President

ATTEST: _____ DATE: _____
Dennis Clague, District Clerk and
Director of Business Affairs

EXHIBIT A

2019-2020 Salary Matrix							
Step	BA	BA+1	BA+2	BA+3	Prof	MA	MA+1
1	\$35,796.16	\$36,941.74	\$38,049.25	\$39,043.62	\$39,816.06	\$41,072.62	\$42,400.97
2	\$37,610.82	\$38,762.94	\$39,879.15	\$40,889.84	\$41,838.51	\$43,371.40	\$44,722.62
3	\$39,424.40	\$40,580.87	\$41,717.76	\$42,739.32	\$43,862.07	\$45,676.73	\$47,033.38
4	\$41,239.06	\$42,400.97	\$43,548.74	\$44,588.80	\$45,889.96	\$47,974.44	\$49,347.40
5	\$43,058.08	\$44,219.99	\$45,383.00	\$46,437.19	\$47,914.60	\$50,272.14	\$51,663.60
6	\$44,869.49	\$46,042.28	\$47,213.98	\$48,286.68	\$49,938.15	\$52,576.38	\$53,978.72
7	\$46,684.15	\$47,864.56	\$49,048.22	\$50,133.98	\$51,962.79	\$54,870.82	\$56,291.66
8	\$48,500.99	\$49,679.22	\$50,880.30	\$51,984.55	\$53,985.25	\$57,172.88	\$58,610.04
9	\$50,313.48	\$51,505.86	\$52,716.73	\$53,837.29	\$56,007.71	\$59,472.76	\$60,924.07
10	\$52,125.98	\$53,323.79	\$54,550.97	\$55,593.21	\$58,032.35	\$61,771.56	\$63,237.01
11	\$53,942.83	\$55,146.07	\$56,379.79	\$57,534.08	\$60,058.07	\$64,074.71	\$65,549.94
12	\$55,758.58	\$56,966.18	\$58,214.03	\$59,381.39	\$62,082.71	\$66,373.50	\$67,868.33
13	\$57,573.24	\$58,786.28	\$60,048.28	\$61,231.95	\$64,107.35	\$68,673.40	\$70,188.88
14	\$59,268.24	\$60,482.37	\$61,747.63	\$62,925.86	\$65,801.25	\$70,371.65	\$71,882.78
15					\$65,801.25	\$70,371.65	\$71,882.78
16					\$65,801.25	\$70,371.65	\$71,882.78
17					\$65,801.25	\$70,371.65	\$71,882.78
18					\$65,801.25	\$70,371.65	\$71,882.78
19					\$65,801.25	\$70,371.65	\$71,882.78
20					\$68,201.23	\$72,814.05	\$74,336.06

EXHIBIT A

2020-2021 Salary Matrix							
Step	BA	BA+1	BA+2	BA+3	Prof	MA	MA+1
1	\$36,512.08	\$37,680.58	\$38,810.24	\$39,824.49	\$40,612.38	\$41,894.07	\$43,248.99
2	\$38,363.03	\$39,538.20	\$40,676.73	\$41,707.63	\$42,675.28	\$44,238.83	\$45,617.07
3	\$40,212.89	\$41,392.49	\$42,552.11	\$43,594.11	\$44,739.31	\$46,590.26	\$47,974.05
4	\$42,063.85	\$43,248.99	\$44,419.71	\$45,480.58	\$46,807.76	\$48,933.93	\$50,334.35
5	\$43,919.25	\$45,104.39	\$46,290.66	\$47,365.94	\$48,872.89	\$51,277.59	\$52,696.88
6	\$45,766.88	\$46,963.12	\$48,158.26	\$49,252.41	\$50,936.92	\$53,627.91	\$55,058.30
7	\$47,617.84	\$48,821.85	\$50,029.19	\$51,136.66	\$53,002.05	\$55,968.24	\$57,417.49
8	\$49,471.01	\$50,672.81	\$51,897.91	\$53,024.24	\$55,064.96	\$58,316.34	\$59,782.24
9	\$51,319.75	\$52,535.97	\$53,771.06	\$54,914.04	\$57,127.86	\$60,662.22	\$62,142.55
10	\$53,168.49	\$54,390.27	\$55,641.99	\$56,705.07	\$59,193.00	\$63,006.99	\$64,501.75
11	\$55,021.68	\$56,249.00	\$57,507.38	\$58,684.76	\$61,259.23	\$65,356.20	\$66,860.94
12	\$56,873.75	\$58,105.50	\$59,378.31	\$60,569.01	\$63,324.37	\$67,700.97	\$69,225.69
13	\$58,724.71	\$59,962.01	\$61,249.25	\$62,456.59	\$65,389.50	\$70,046.86	\$71,592.66
14	\$60,453.61	\$61,692.01	\$62,982.58	\$64,184.37	\$67,117.28	\$71,779.08	\$73,320.44
15					\$67,117.28	\$71,779.08	\$73,320.44
16					\$67,117.28	\$71,779.08	\$73,320.44
17					\$67,117.28	\$71,779.08	\$73,320.44
18					\$67,117.28	\$71,779.08	\$73,320.44
19					\$67,117.28	\$71,779.08	\$73,320.44
20					\$69,565.26	\$74,270.33	\$75,822.79

SALARY

Teachers hired after 2004 will have the following amounts added to their salary annually.

MA and MA + 1 Level

Upon completion of the 6th year in the Butte School District and up to 20 years \$1,500.00.

Upon completion of 20 years in the Butte School District to retirement \$2,000.00.

The payment is not included in the salary matrix as outlined in Exhibit A.

EXHIBIT B
EXTRACURRICULAR PAY
Assistant Coaches

Will receive the same percent increase as negotiated for Exhibit A salary matrix.

<u>POSITION</u>	<u>EXPERIENCE</u>	<u>2019-2020</u>	<u>2020-2021</u>
BUTTE HIGH SCHOOL - MAJOR SPORTS:	Up to 5 years	\$2,503	\$2,558
Basketball, Football, Softball, Track,	6-10 years	\$2,744	\$2,804
Trainer, Volleyball, Wrestling, Speech	11 or more years	\$3,011	\$3,077
BUTTE HIGH SCHOOL - MINOR SPORTS:	Up to 5 years	\$1,634	\$1,670
Chorus, Cross Country, Golf,	6-10 years	\$1,940	\$1,983
Soccer, Swimming, Tennis	11 or more years	\$2,033	\$2,078
BUTTE HIGH SCHOOL - INTRAMURALS: (Boys and Girls)		\$3,320	\$3,393
BUTTE HIGH SCHOOL - MISCELLANEOUS:			
Associate Band Director		\$1,130	\$1,155
Science Fair Director		\$1,107	\$1,132
Class Advisors (All + SNHS, NHS, Student Council)		\$1,085	\$1,109
Journalism Advisor, Yearbook Advisor, Drama		\$1,039	\$1,109
BHS Department Heads		\$953	\$974
EAST MIDDLE SCHOOL: Sports Coordinator		\$6,964	\$7,118
EAST MIDDLE SCHOOL COACHES:			
1 year		\$633	\$647
2 years		\$839	\$857
3 years		\$989	\$1,010
4 years		\$1,134	\$1,159
5 or more years		\$1,363	\$1,393
EAST MIDDLE SCHOOL - INTRAMURALS:		\$1,363	\$1,393
EAST MIDDLE SCHOOL:			
Band Director		\$1,318	\$1,347
Choral Director		\$633	\$647
Science Fair Assistant Director		\$1,107	\$1,132
Student Council Advisor		\$953	\$974
Yearbook Coordinator		\$953	\$974
Team Leaders		\$953	\$974

EXHIBIT C

SCHOOL DISTRICT NO.1
BUTTE, MONTANA 59701

JOB-SHARING AGREEMENT

have entered into a job sharing assignment at _____ School for the
_____ school year. This agreement is entered into on _____ and will
be kept in effect for the _____. Renewal of the job-sharing commitment is
necessary at the end of the above period.

* * * * *

We agree to the terms and condition of the job-sharing policies of Butte School District No. 1 and
the job-sharing agreement.

Teacher's Signature Date Teacher's Signature Date

Teacher's Signature Date

Business Agent or Date Superintendent or Date
Union Representative Chairman of the Board

Approval: Yes _____ No _____

MEMORANDUM OF UNDERSTANDING (PLEASE INITIAL)

1. In the case of the absence of one of the above-mentioned teachers, the other will be asked to substitute before a third party is hired.
2. When a job-sharing teacher substitutes, he/she will be paid on the pay schedule for substitute teachers, **not** according to the teacher's current rate of pay.
3. Teachers' responsibilities for faculty meetings, P.I.R. days, parent-teacher conferences, etc. are pro-rated.