

Collective Bargaining Agreement

between

***Board of Trustees
Plains, School District No. 1***

and

Plains Teachers Organization

School Year 2021-2022

School Year 2022-2023

TABLE OF CONTENTS

ARTICLE 1--RECOGNITION & DEFINITION.....	1
A. RECOGNITION:	1
B. DEFINITION:.....	1
ARTICLE 2--RIGHTS OF THE PARTIES.....	1
A. EMPLOYEES:.....	1
1. Files:.....	1
2. Complaints:	2
3. Appearances Before Employer:	2
4. Vacancies:	2
B. ORGANIZATION:.....	2
1. Organization Business:	2
2. Information:	3
3. Dues Deductions Authorized:	3
4. Fees:.....	3
5. Organization Leave:.....	3
C. DISTRICT:.....	3
ARTICLE 3--WORKING HOURS AND DAYS	4
A. CALENDAR DAY:	4
B. WORK DAY:.....	4
C. WORK YEAR:	4
ARTICLE 4—COMPENSATION	5
A. SALARY SCHEDULE:	5
1. Recognition for Experience and Movement:	5
2. Teacher Base Pay:	5
3. Pay Periods:.....	6
4. P.I.R. Days:	6
5. P.I.R. Days for Part Time Teachers:.....	6
B. EXTRACURRICULAR SCHEDULE:	6
C. INSURANCE:	7
1. Contribution:.....	7
2. Indemnification:	7
D. MILEAGE:	7
E. RETIREMENT BENEFIT:	8
1. District contribution:.....	8
2. Working Retirees.....	8
F. LONGEVITY BENEFIT CASH-OUT:.....	8
G. RESIGNATION CASH-OUT:	9

ARTICLE 5—LEAVES	9
A. MEDICAL LEAVE:	9
1. Use:	9
2. Cash-out:	9
3. Bank:	9
B. BEREAVEMENT AND EMERGENCY LEAVE:	10
C. PERSONAL LEAVE:	10
D. SABBATICAL LEAVE:	10
E. DUTY LEAVE	11
F. PROFESSIONAL LEAVE:	11
G. LEAVES IN GENERAL:	11
ARTICLE 6—EVALUATIONS	12
A. PURPOSE:	12
B. PROCEDURE:	12
1. Frequency:	12
2. Observations:	12
3. Conference:	12
C. DISAGREEMENTS:	13
D. DEFICIENCY:	13
E. CHANGES:	13
ARTICLE 7--DISCIPLINE AND DISCHARGE	13
ARTICLE 8--SENIORITY, REDUCTION IN FORCE, AND RECALL	13
A. SENIORITY:	13
1. Credits:	13
2. Posting:	14
3. Disagreements:	14
4. Ties:	14
B. REDUCTION IN FORCE:	14
C. RECALL:	14
ARTICLE 9--GRIEVANCE PROCEDURE	15
A. DEFINITION:	15
B. RIGHTS TO REPRESENTATION:	15
C. INFORMAL PROCESS:	15
D. FORMAL PROCEDURE:	15
E. ARBITRATION:	16
F. FORM:	16
G. TIME LIMITATIONS AND WAIVER:	16
H. NO STRIKE CLAUSE:	17
ARTICLE 10--SAVINGS AND DURATION	17
APPENDIX A—SALARY SCHEDULES	18

EXTRA DUTY MATRIX.....	20
APPENDIX B—SCHOOL CALENDAR	21
APPENDIX C—GRIEVANCE REPORT FORM.....	22

COLLECTIVE BARGAINING AGREEMENT

between
Board of Trustees
Plains, School District No. 1
and
Plains Teachers' Organization

This Agreement is entered into this 17th day of May, 2021, by and between the Board of Trustees, Plains Public School District No. 1, Plains, Montana, hereinafter called the "Board"; and the Plains Teachers' Organization, (MFPE/NEA), hereinafter called the PTO.

ARTICLE 1--RECOGNITION & DEFINITION

A. RECOGNITION:

The Board of Trustees recognizes the Plains Teachers' Organization, affiliated with the Montana Education Association, as the exclusive representative for the purposes of collective bargaining for those employed in positions covered by the bargaining unit, which includes all employees certified in Class 1,2,4,5, or 6 as specified in 20-4-106, MCA, as well as other who perform professional services in contact with students or other services of a professional nature, but shall exclude those positions which are primarily administrative (superintendent and principals), and aides.

B. DEFINITION:

When the term "employee" or "teacher" is used in this Agreement, the word refers only to those who are employed in positions contained in the bargaining unit.

ARTICLE 2--RIGHTS OF THE PARTIES

A. EMPLOYEES:

1. Files:

Teachers may inspect the contents of their individual personnel files at any reasonable time in the District's offices and may, in writing, authorize others to view such files. Employees may obtain one copy of such contents of their files, with all subsequent copies at the employee's expense. No derogatory material shall be placed in a teacher's personnel file unless it is signed by the author, and unless the teacher has had an opportunity to read the material and respond to it.

2. Complaints:

Any complaint regarding a teacher made by any person which is considered serious enough to be used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher in a timely fashion and the teacher shall be given an opportunity to respond to and/or rebut such complaint.

3. Appearances Before Employer:

A teacher shall be entitled to have present a representative of the PTO during any appearance before the Board or its agents concerning any matter which could adversely affect the teacher's position, employment, or salary.

4. Vacancies:

When a new bargaining unit position is opened, or when a vacancy occurs within the bargaining unit which the District intends to fill, the District will post notices of the opening on bulletin boards normally used for employee notices for 5 working days prior to selecting a candidate or advertising the position external of the bargaining unit. During the summer months such notices shall also be mailed to those who left sufficient self-addressed, stamped envelopes for that purpose 5 working days prior to selecting a candidate or advertising the position external of the bargaining unit.

While the District reserves the right to determine the best candidate for any position, it will guarantee an interview to any current bargaining unit member who applies for an open position as long as she/he is certified for the position.

B. Organization:

1. Organization Business:

Representatives of the PTO and its affiliates may transact business on school property as long as such does not disrupt employees in their assigned duties. The PTO may also use school rooms and facilities for meetings and communications, subject to administrative approval to avoid conflict with other scheduled uses. The PTO will be responsible for damage to any equipment resulting from its use of same, as well as for the replacement of any materials used. The PTO may post a reasonable amount of materials on bulletin boards normally used for employee notices. The PTO may place materials in employee mailboxes, but the District will not carry such material between buildings if it would violate postal regulations. The right to exercise the grants contained in this provision is contingent upon reasonable availability of facilities and may be withdrawn by the District if such use involves any activity regarding work stoppage or slow-down, or political activities other than Local Unit and MFPE/NEA elections. Restrictions on the use of the buildings and facilities for political purposes shall not be greater than those imposed on other groups.

2. Information:

The District agrees to furnish the PTO upon written request such nonconfidential information as it needs to perform its duties as the Exclusive Representative. The District may charge a reasonable fee for copying such materials.

3. Dues Deductions Authorized:

The Board agrees to deduct in equal installments from the salaries of all teachers such moneys for donations and annual unified membership in the National Education Association, Montana Education Association, and Plains Teachers' Organization as said teachers individually authorize the Board to deduct.

4. Fees:

The PTO, as the exclusive representative of all members of the appropriate unit, will represent all such persons fairly. No one shall be required to join the PTO, but membership in the PTO shall be made available to all who apply, consistent with the PTO's constitution and bylaws. No one shall be denied PTO membership because of race, creed, color, or sex. The Board agrees to deduct in equal installments from the salaries of each PTO member such monies for annual unified membership in the National Education Association, MFPE, and PTO as said teachers individually authorize the Board to deduct. The PTO membership form will serve as the recognized authorization. The PTO shall certify to the Board the amount of the annual dues and related monies to be deducted after being provided by the Business Manager with employee names, job titles, job locations, and annual salaries. Dues deduction authorizations received by the District during the school year will be prorated over the remaining payments of the employee's current salary. Teachers who have not completed the information on the authorization form shall not have dues deducted.

The District assumes and has no responsibility for the PTO, the MFPE, and/or the NEA's violation of the employee's rights through the execution of this Section, and such organizations shall defend and hold harmless the Board of Trustees, the District and its administrators from any suit resulting from the execution of any provision of this Section.

5. Organization Leave:

At the beginning of every school year, the PTO shall be credited with four days without loss of pay to be used by teachers who are officers or agents of the PTO when such request is made to the Superintendent by the Unit President. The Superintendent may deny such leave if the request is received less than 24 hours in advance, or if such leave would create an undue burden on the District.

C. District:

The District reserves all rights to manage the affairs of the District in accordance with the

provisions of statute and regulation limited only by the terms of this Agreement. Such rights include but are not limited to the right to hire, promote, transfer, assign, and retain employees; relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive; maintain the efficiency of government operations; determine the methods, means, job classifications, and personnel by which District operations are to be conducted; take whatever actions may be necessary to carry out the mission of the District in situations of emergency; and establish methods and processes by which work is performed.

ARTICLE 3--WORKING HOURS AND DAYS

A. Calendar Day:

A calendar day is defined as any P.I. or P.I.R. day as approved by the current negotiated calendar.

B. Work Day:

Teachers will be at the school by 7:55 a.m. and they may normally leave the building at 4:20 p.m. on Mondays through Thursdays. On Fridays they normally leave at 3:50 p.m. There will be times when faculty meetings and meetings with parents take place after 4:20 p.m. Teachers are not to leave the premises at any time during the workday unless they have checked out through the principal. Lunch period is the only exception. The day prior to holidays and recesses, teachers will be dismissed when the last bus leaves.

A teacher work day can be modified to reflect different start, end, or break times as long as it is unanimously agreed upon by the affected teacher, PTO representative, and administration. A modified work day must be in the best interest of student learning and not be disruptive to the school process, be solely proposed by the administration, and not establish precedent.

C. Work Year:

The School Calendar is set forth in Appendix C. It reflects a teacher work year of 174 days (or 1446 hours), of which 167 are pupil instruction days (or 1404 hours) and seven are pupil instruction related days (or 42 hours). The school year for pupils will begin the Monday prior to Labor Day. The seniors will graduate on Memorial Day weekend. The board and representatives of the PTO and the PCEA will negotiate the remainder of the calendar in February with the official opening of formal negotiations.

ARTICLE 4—COMPENSATION

A. Salary Schedule:

Each Bargaining Unit member will be paid according to the salary schedule attached hereto as Appendix A which lists the basic salary for 174 duty days (or 1446 hours). Compensation for an extended school year will include the basic salary plus 1/174 (or 1/1446 hours) of the basic amount for each additional day.

1. Recognition for Experience and Movement:

All teachers shall be given full credit on the salary schedule for teaching experience in this school district, and up to five years credit for teaching experience outside of this school district in an accredited school. In order to count as a year of experience, the teacher must have been in a pay status for at least 140 days. All credits toward Montana teachers' certification or renewal of teaching certificates, as well as any other credits approved by the Board, will be accepted as additional status on the salary schedule. Teachers who wish to change their education rating on the salary schedule for the next school year must make application by May 15 of the current school year.

2. Teacher Base Pay:

The district shall conduct an annual review and reconciliation of teacher base pay and teacher average pay for all staff whose salaries are covered under the terms of this agreement. In the last paycheck provided during the fiscal year, the district shall provide a reconciliation increase in pay in a lump sum to any teacher in the district whose salary, not including bonuses, stipends, or extended duty contracts, is:

1. less than either 10 times the quality educator payment amount identified in 20-9-306(16), MCA, for the fiscal year in question; or
2. whose salary is less than 70% of the teacher average pay in such fiscal year.

The increase in salary for each teacher whose pay is less than either of the amounts referenced in (1) or (2) immediately above shall be an amount necessary to ensure the teacher's salary for the fiscal year in question is at least 10X the quality educator payment and at least 70% of the teacher average pay, as computed with the increased salary of such teacher included in the average.

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

the teacher average pay.

For purposes of this section, the following definitions apply:

1. "Teacher base pay" means the lowest salary for a beginning teacher incorporated in this agreement, not including bonuses, stipends, or extended duty contracts.
2. "Teacher average pay" means the total salaries paid to all of its teachers covered under the terms of this agreement, not including bonuses, stipends, or extended duty contracts, divided by the total full-time equivalent teachers (187 days = 1 FTE) employed in the district, with full-time equivalence rounded to the nearest tenth.
3. Pay Periods:
The employee's annual salary will be divided into twelve (12) monthly payments. The payday will be the 5th working day of each month, except in case of an emergency when the payday will be no later than the 10th working day of the month. The usual deductions for taxes, social security, and teachers' retirement will be made. The final installment of the contract will be paid within 5 working days of check-out day.
4. P.I.R. Days:
Within the 7 mandatory P.I.R. work days (or 42 hours), teachers may, after obtaining prior approval from the superintendent, substitute professional training taken on weekends, nights, or vacation days for one or both of the autumn P.I.R. days (MEA days), or for the winter PIR day. Training which could result in movement on the pay schedule does not qualify.
5. P.I.R. Days for Part Time Teachers:
Part Time teachers will be paid at their regular rates of pay for all time they put in on P.I.R. days.

B. Extracurricular Schedule:

Teachers engaged in extra duties will be paid according to the appended Extracurricular Schedule. Positions and stipends may be shared if agreed upon by the board, administration, and employee(s). Coaches will be given full credit for past coaching experience on the Extracurricular Schedule. Prior experience in another school will count the same as experience in Plains. Experience will only count that is performed in the same activity. All experience in grades 7-12 will be equal when used to determine placement on the schedule.

C. Insurance:

1. Contribution:

The District will pay the insurance carrier(s) for the current medical/life insurance plan for teachers and dependents a sum equal to \$900 per month for the 2017-18 school year for each full-time (35 or more hours per week) participating teacher, and a prorated (versus 35 hours) amount for each teacher working an average of 20 or more hours a week, beginning when the employee starts work in the District and continuing until he/she is separated from the District. The monthly district contribution will increase by 5% each year thereafter. If the premium increase is less than 5%, the district will pay the actual dollar increase based on the traditional (RM) plan premium. When an employee resigns effective at the end of the school year, monthly contributions shall continue through the summer months. Any participating employee contributions toward the insurance benefit may be through payroll deduction under a Section 125 plan at the option of the employee. Participating employees who are married to another participating employee of the District are entitled to the option of separate plan coverage. It is understood by and between the parties that this group insurance plan and District contribution toward the cost of the plan are available as a group benefit to participating employees and their dependents. The employee entitlement is the insurance benefits offered by participation in the plan and not to any dollar amount.

2. Indemnification:

The District is not an insurance carrier and shall not be responsible for payment of any claim or for carrier's failure to pay any claim. The District's only obligation is to enter into a contract with a carrier and to make such payments to the carrier as called for in this Agreement. The Association hereby agrees to indemnify and shall save the District harmless against any and all claims, demands, suits or other forms of liability alleging marital status discrimination, including court costs, plaintiff's attorney fees, decision, judgments, orders, interest, and/or penalties that shall arise out of the District's compliance with this Article, provided that the defense of any such claims, suits, demands or other forms of liability shall be under the control of the Association and its attorneys, for whom the Association is responsible for all compensation. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings through representatives of its own choosing and at its own expense.

D. Mileage:

Teachers required in the course of their work to drive personal automobiles shall receive reimbursement at the rate allowed by State law.

E. Retirement Benefit:

1. District Contribution:

This District agrees to pay \$225 per month, for 48 months immediately succeeding a retirement agreement, directly to the District's health insurance carrier, in the name of a retiree in good standing. No other use of this money is offered or implied. (Total benefit: $\$2700 \times 4 = \$10,800$)

This benefit is offered to certified teachers who have served the District full time for a minimum of 10 years as a certified teacher and must be eligible for and retiring with the Montana Teachers' Retirement System.

If the teacher obtains any other full time teaching position, this benefit is automatically terminated.

This benefit is separate from, and in addition to, requirements of 2-18-704, MCA, which allows retired employees to remain part of the insurance group at the individual's own cost.

Married couples who are both employed as certified teachers by the District may each obtain the benefit at the appropriate time.

Application must be made in writing on or before March 1 of the year of retirement.

2.) Working Retirees:

In the event a retiree is rehired by the District at 1/3 time or less, retiree would receive a prorated contribution from District towards insurance premium as stated in Article 4, sect C.1.

This benefit is offered to certified teachers who have served the Plains District full time for minimum of 10 years as a certified teacher and must be eligible for and retiring with the Montana Teachers' Retirement System.

This benefit may be in combination with other retirement benefit stated in Article 4, sec. E,1.

In the event a retiree is rehired by the district, said retiree is considered a new hire for seniority and leave accumulation purposes. (Therefore a retiree would forfeit seniority and any accumulated leave).

F. Longevity Benefit Cash-out:

A teacher who has completed ten years of full-time employment in the Plains School District shall be entitled to a one time pay off of one-half the value of the unused medical leave (including previously accumulated and current-year medical leave calendar days), if the teacher applies in writing by April 1 of the year previous to leaving. An application can be rescinded for unforeseen circumstances if approved by

a review committee consisting of the Superintendent (or designee), PTO President (or designee), and Board Chair (or designee). When two or more PTO members are eligible for a pay off, the pay off may be paid on June 30 and/or July.

G. Resignation Cash-out:

When a teacher who has completed ten years of full-time employment in the Plains School District announces resignation within the same year as employment ends, the payoff shall be one-fourth the value of unused medical leave (including previously accumulated and current-year medical leave calendar days) unless there is an unforeseen extenuating circumstance which would require the employee to resign within the same year. A review committee consisting of the Superintendent (or designee), PTO President (or designee), and Board Chair (or designee) must review and approve all resignation requests claiming an unforeseen extenuating circumstance in order to receive the Longevity Benefit Cashout. When two or more PTO members are eligible for a pay off, the pay off may be paid on June 30 and/or July.

ARTICLE 5—LEAVES

A. Medical leave:

1. Use:

96 hours are earned per year for use by each employee for personal illness or the illness of the employee's immediate family. "Immediate family" is defined as the employee's spouse, parents and children through age 18 or through age 25 if full time students. (If further definition is needed, reference is made to the Family and Medical Leave Act.)

Medical leave is accumulative to 400 hours. After accumulating 400 hours, the teacher shall be allowed to use the 96 hours of medical leave to be earned during that current year before medical leave hours are subtracted from the accumulated total.

Maternity leave includes only continuous absence immediately prior to delivery, absence for delivery, and absence for post-delivery recovery, or continuous absence immediately prior to and in the aftermath of miscarriage or other pregnancy related complications. Such leave shall not exceed six (6) weeks unless prescribed by a physician.

2. Cash-out:

See Article 4: COMPENSTION, Item F. Longevity Benefit Cash-out and Article 4: COMPENSATION, Item G. Resignation Cash-out

3. Bank:

Teachers and principals may contribute one calendar day of medical leave to a common bank each year. The medical leave bank acts as emergency insurance in

case an individual has an extended illness that has exhausted the accumulated leave allowance. The medical leave bank will be a voluntary commitment by the individual teacher. A staff member who wishes to join must sign an agreement during the first two days of employment each school year. If an employee is incapacitated and unable to personally sign the membership form, a proxy may enroll the employee. A donation of one calendar day per staff member per year will determine membership. A staff member must contribute each year in order to remain eligible for withdrawal purposes. After a calendar day has been donated or deposited, it remains in the Bank until it is depleted. Medical leave bank calendar days will carry over in the bank from year to year. The total number of calendar days in the bank may not exceed 115 calendar days. If the sick leave bank balance reaches zero in a contract year, PTO members may donate an additional sick leave calendar day for a total of two calendar days donated. A council composed of two teachers and the Superintendent will make decisions on applications for bank use. All requests should be accompanied with a physician's statement certifying the nature of the member's medical condition. If an employee is incapacitated and unable to apply for leave or a grant from the medical leave bank, another person may do so for the employee. In order for an application for bank use to be granted by the council, the member must have exhausted all accrued sick and personal leave. The maximum number of calendar days a member may use per contract year is 30 calendar days.

B. Bereavement and Emergency Leave:

Forty hours of paid leave per year may be used by an employee for emergencies and/or bereavement at the loss of an extended family member or in-law of the same degree of relationship. For loss of others not so defined, employees must use personal leave or leave without pay. Personal leave and/or leave without pay may also be used for emergency purposes before leave is denied, but the District retains the right to deny.

C. Personal Leave:

Each teacher shall be allowed 33 paid hours per year for personal or family business leave. Personal leave shall not be accumulative except as noted below. Personal leave hours are granted on the availability of substitutes and prioritized according to day of request. Unused Personal Leave in excess of 4 hours may be cashed out at the end of the fiscal year at the rate of \$75 per unused calendar day. One calendar day may be carried over to a succeeding year allowing for a maximum of 41.25 hours of personal leave. Employees must notify the business office by May 15th about disposition of their leave days.

D. Sabbatical Leave:

To be eligible for sabbatical leave a teacher must have a signed teaching contract with the District for the next year in which he/she takes the sabbatical, and must have completed

seven years of service with the District. Sabbatical leave may be granted to certified staff for the purpose of education. The Board of Trustees, on recommendation by the Superintendent, reserves the right to determine whether a leave will be granted based on approval of the educational program to be undertaken. If approved a teacher cannot reapply within the next ten (10) year period. No teacher will be granted leave until an acceptable, fully certified and endorsed replacement has been contracted with the Trustees. A maximum of one school year may be granted. During sabbatical leave the employee shall be considered to be the employee of the District and shall have a contract, shall be paid one-half (1/2) the salary they would earn if continuing teaching, and shall have all related benefits, but shall not accrue seniority and salary experience credit for that year. Should the teacher not return to the employ of the District, all salary and benefits shall be refunded to the District.

E. Duty Leave

Duty leave is defined as being absent from the regular place of work for the purposes of supervising students on any school-sponsored activity, trips or meetings necessary to carry out assigned duties; absences specifically assigned by the employee's supervisor. There are no limits on duty leave, nor will duty absences be held against employees when requesting other leaves.

F. Professional Leave:

Teachers can be granted professional leave for the purpose of representing the school at professional meetings and workshops. Professional leave will not be granted for attendance at meetings of organizations whose basic intent is to deal with questions of teacher negotiations. Professional leave cannot be taken during the time of statewide teacher organization meetings (commonly known as MEA days), as defined in MCA 20-4-304, except by special permission to attend statewide or regional meetings dealing with specific subject areas or teaching areas directly related to the teacher's assigned instructional area. Variations to this policy can only be made by the Superintendent. Approval of requests for professional leave must be directed to the Principal and require the additional concurrence of the Superintendent. For out-of-state professional leave added approval must be secured from the Board of Trustees. Decisions to allow for professional leave will be based on the overall importance of the meeting or workshop to the entire District, the number of requests during the same time frame, the prior number of professional leaves approved for the teacher, and the necessity for the teacher to be in the District. Payment for expenses for professional leave will be paid at the discretion of the Superintendent and/or Board of Trustees. Payment of expenses will be decided upon the same characteristics as the leave and the ability of the District to fund the leave. All additional cost of the workshop that comes as a result of the awarding of college credits to the participant must be paid by the participant.

G. Leaves in General:

Medical, personal, and emergency leave will be earned and used in hourly increments (rounded to the nearest quarter hour) based on an 8.25 hour day. 8.25 hours (8:00 a.m. – 4:15

p.m.) will be considered the equivalent of one calendar day. No consideration will be given for early-outs or extended work days. All requests for leaves must be directed to the Principal or Superintendent who shall have the authority to approve such leaves as specified in this Agreement. The Superintendent and/or the Board of Trustees reserves the right to review all leave requests and determine final approval as specified in this Agreement. The District reserves the right to add to the lengths of leaves established in this Agreement, and/or to the benefits provided herein, to establish other forms of leaves, to grant or deny requests for such additions or other leaves, all in the District's sole prerogative and without establishing precedent.

ARTICLE 6—EVALUATIONS

A. Purpose:

Teacher evaluation shall constitute a basis for determining re-employment and shall define areas for improvement if needed. Follow-up evaluations must address these areas of improvement.

B. Procedure:

1. Frequency:

The Principal may do evaluations in addition to the following:

a. Nontenured Teachers:

Evaluations of nontenured teachers must be preceded by a one-time classroom observation without written evaluation, but with follow-up discussion with the teacher.

1) First Year Teacher: Two evaluations per year - one during the first quarter and the second prior to April 1st.

2) Other Nontenured Teachers: Two evaluations per year – one per semester with the second prior to April 1st.

b. Tenured Teachers:

Once each year prior to April 1st.

2. Observations:

Prior to a formal evaluation the principal shall formally observe the teacher with the latter's full knowledge. Items noted outside the formal observation(s) may be the subject of a formal evaluation, provided such items are explained by the evaluator in the evaluation.

3. Conference:

Promptly after the last formal observation the Principal will execute the appropriate evaluation form and provide a copy of same to the teacher involved. Should either

the evaluator or the teacher desire, a follow-up conference will be held to discuss the evaluation.

C. Disagreements:

Should the employee disagree with the contents of his/her evaluation, he/she may author a rebuttal which shall be attached to and filed with the evaluation.

D. Deficiency:

Should the results of a formal evaluation indicate what the District believes to be a serious deficiency in meeting the District's standards, the district shall notify the employee of such deficiency by use of the Deficiency Notice form. If it is reasonable to assume that such deficiency can be corrected with independent action, the employee will be expected to eliminate the deficiency independently. However, if the deficiency requires additional assistance in order to be eliminated, the District shall offer a plan of improvement which shall state the deficiency, offer specific assistance, and indicate a date by which elimination of the deficiency must be accomplished.

E. Changes:

Modifications to evaluation forms and/or procedure shall be proposed after an agreement by the PTO and the Administration with the resulting change being then recommended to the Board of Trustees.

ARTICLE 7--DISCIPLINE AND DISCHARGE

No tenured teacher shall be disciplined, dismissed, nonrenewed, or terminated without just cause. This includes noncertificated bargaining unit members who have signed a fourth consecutive full year contract with the district.

Progressive discipline procedures are outlined in Board Policy 5027.

ARTICLE 8--SENIORITY, REDUCTION IN FORCE, AND RECALL

A. Seniority:

1. Credits:

An employee's seniority consists of all years worked in positions within the bargaining unit since the last date of hire. Those working at least 140 days in any

school year shall be credited with one year of seniority. Those working less than 140 days shall receive a prorated amount of credit. Seniority will be broken and lost in the event the employee resigns or is terminated.

2. Posting:

Each year during the month of January the District shall post a seniority roster on all bulletin boards used for employee notices and shall also send a copy to the PTO. The seniority roster shall list the following in descending order of seniority:

- a. Employee's name
- b. Current position
- c. Total years since last date of hire
- d. Endorsements
- e. Date of the posting

3. Disagreements:

Employees who disagree with any information given on the seniority roster shall have 30 calendar days from the date on the first posting containing such data to notify the District of his/her disagreement. The grievance procedure contained herein shall be used to resolve all such disputes. Any item not disputed in this manner shall be deemed to be correct from that time on.

4. Ties:

Should there be a tie in seniority, the employees shall draw lots to determine who shall be recognized as having more seniority.

B. Reduction in Force:

1. Should the Board decide to reduce the number of bargaining unit positions, and after the District has made reassignments appropriate to effectuate this procedure, the least senior nontenured teacher shall be laid off unless he/she is the only employee available with the necessary endorsements for a remaining position. Should reducing nontenured teachers not match the reduction in positions, tenured teachers shall be laid off in reverse order of seniority except that a junior tenured teacher may be skipped if he/she is the only employee available with the necessary endorsements for a remaining position.
2. Employees placed on layoff status shall retain such status for a period of two years from the date he/she was placed on such status. At the end of that time the employee shall be deemed terminated.

C. Recall:

1. Employees on layoff status shall be recalled to open positions for which they are endorsed in order of seniority.

2. Employees shall be given notice of recall by return receipt letter and shall have 20 calendar days to return to work. Employees failing to return to work within the deadline shall be deemed terminated. This deadline will be extended by the District if the employee is temporarily unable to report due to illness or if the employee is under contract with another district.

ARTICLE 9--GRIEVANCE PROCEDURE

A. Definition:

A "grievance" is defined as an alleged violation of any of the express provisions of this Agreement. Either an individual or the PTO may file a grievance. "Working days" is defined as Monday through Friday, excluding only school holidays and recesses during the school year.

B. Rights to Representation:

A PTO representative is entitled to be present at any formal step of this grievance procedure. The Board is entitled to be represented by anyone designated by the Board.

C. Informal Process:

Nothing contained herein shall prevent an employee from discussing a potential grievance with his/her supervisor and having the matter remedied in an informal procedure provided that the remedy is consistent with the terms of this Agreement.

D. Formal Procedure:

Step One: In order to be valid a grievance must be presented within 15 working days of the event which gave rise to the grievance. If a member of the bargaining unit is unable to work out the problem with his/her immediate supervisor, the employee will reduce the grievance to writing. The written grievance shall be presented to the employee's immediate supervisor for his/her consideration. After the grievance is presented, the immediate supervisor shall have five working days to respond in writing to the grievant.

Step Two: If within five working days of the receipt of the immediate supervisor's response at step one the grievant is not satisfied with the response, the grievant may petition the Superintendent in writing advising that the grievant is moving to step two. The Superintendent shall have another five working days after the date of such notice to set up a meeting with the grievant to discuss the matter. The Superintendent shall have five working days from the date of such meeting to respond in writing to the grievant.

Step Three: If the grievant is not satisfied with the response of the Superintendent at step

two, he/she shall have five working days from receipt of such written response to notify the Board in writing of a desire to move the grievance to step three. After such written notification is received by the Board, the Board shall establish a time within 30 days to hear the grievance. The response by the Board will be provided the grievant within ten days from the date of the hearing.

E. Arbitration:

If, within 10 working days after the receipt of the Board's decision at step three, the grievance response by the Board is not acceptable to the PTO, the matter may be referred by the PTO to final and binding arbitration in the following manner:

1. Within ten working days of receipt of the Board's response at step three, the PTO will notify the Board of its intent to submit the grievance to arbitration.
2. If such notice is given, the parties will submit a request to the Montana Board of Personnel Appeals for a list of seven qualified arbitrators, all of whom will be members of the American Arbitration Association and/or the Federal Mediation and Conciliation Service.
3. By mutual agreement a hearing may be avoided and the parties shall brief the matter to the arbitrator at his/her location. A briefing schedule shall be established in such cases by mutual agreement or by the arbitrator if the parties cannot agree. When a hearing is held, the arbitrator selected will issue a written decision within 30 days from the close of the hearing. The arbitrator may issue an immediate decision to the parties with his or her written decision to follow.
4. The parties shall equally pay the expenses and charges of the arbitrator. The parties shall each pay their own costs for presenting their respective cases. The parties may be represented during the arbitration process by representatives of their choice.
5. The arbitrator shall have no authority to modify, add to, or subtract from the terms of this Agreement. This arbitration provision is for grievance arbitration and there shall be no interest arbitration. If any question of arbitrability arises, such question shall be ruled upon by the arbitrator selected to hear the grievance.

F. Form:

All grievances must be submitted, answered, and appealed on the Grievance Report Form attached as Appendix D.

G. Time Limitations and Waiver:

Grievances must be filed and advanced in accordance with the time limitations contained herein. If the time limitations are not complied with by the Grievant, the right to pursue the

grievance further is immediately waived. If time limits are not complied with by the District, the grievance will be deemed automatically elevated to the next step. Time limitations may be waived or extended only by mutual written agreement by the parties.

H. No Strike Clause:

The Board and PTO agree that all differences between them over this Agreement shall be resolved by the orderly procedures provided herein and, therefore, during the term of this Agreement, the Board will not lock out employees and the PTO will not engage in a strike, slow down, or other concerted action designed to reduce work normally performed by employees.

ARTICLE 10--SAVINGS AND DURATION

- A. If any provision of this Agreement or any application thereof is finally held to be contrary to law, then such provision or application shall be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party negotiations shall immediately commence in order to alter said section(s) providing the benefits according to the intent of the parties.
- B. This Agreement shall be effective on July 1, 2021 and shall remain in full force and effect until June 30, 2023. This Agreement can be reopened for negotiation during its effective dates only by the mutual consent of the parties and/or to negotiate a successor agreement.

EXECUTED THIS 17th DAY OF MAY, 2021

FOR: BOARD OF TRUSTEES
PLAINS, SCHOOL DISTRICT NO. 1
AND HIGH SCHOOL DISTRICT NO. 1

FOR: PLAINS TEACHERS ORGANIZATION

BOARD CHAIR

UNIT PRESIDENT

DISTRICT CLERK

UNIT SECRETARY

EXTRA DUTY MATRIX

This extra duty matrix denotes fully funded positions and acts as a reference for planning purposes. Non-funded positions are identified annually, as necessary, and are determined by board action at the time of hiring or approval.

Positions and stipends may be shared if agreed upon by the board, administration, and employee(s).

ACTIVITY	PERCENT OF BASE	ACTIVITY	PERCENT OF BASE
Head Football	10.5%	Head Basketball	10.5% each
Assistant Football	8.5%	Assistant Basketball	8.5% each
7/8 Head Football	7.5%	7/8 Basketball	3.5% each
7/8 Assistant Football	5.5%	Head Volleyball	10.5%
Head Wrestling	10.5%	Assistant Volleyball	8.5%
Assistant Wrestling	8.5%	7/8 Volleyball	3.5% each
Head Track	10.5%	Athletic Director	12.5%
Assistant Track	8.5%	Head Drama	10.5%
7/8 Track	5.5% each	Assistant Drama	8.5%
Head Golf	10.5%	Head Junior Class	3.5%
Assistant Golf	8.5%	Cheerleading (per season)	5.5%
Head Cross Country	10.5%	Pep Band	10.5%
Head Softball	10.5%	J.H. Athletic Director	5.5%
Assistant Softball	8.5%	Honor Society	2.5% **
Yearbook Advisor	3.5% **	Student Council	2.5% **
		Prom Advisor	2.5% **

** Must stay at 0 years –
No exp. accumulation

Plains Public Schools ExtraCurricular Salary Schedule 2022-2023												
Base: \$ 32,569												
Years	12.5%	11.5%	10.5%	9.5%	8.5%	7.5%	6.5%	5.5%	4.5%	3.5%	2.5%	1.5%
0	4071	3745	3420	3094	2768	2443	2117	1791	1466	1140	814	489
1	4201	3876	3550	3224	2899	2573	2247	1922	1596	1270	945	619
2	4332	4006	3680	3355	3029	2703	2378	2052	1726	1400	1075	749
3	4462	4136	3811	3485	3159	2834	2508	2182	1856	1531	1205	879
4	4592	4267	3941	3615	3290	2964	2638	2312	1987	1661	1335	1010
5	4723	4397	4071	3745	3420	3094	2768	2443	2117	1791	1466	1140

APPENDIX B—SCHOOL CALENDAR

***PLAINS PUBLIC SCHOOLS #1
2022-2023 SCHOOL CALENDAR***

August 22 & 23, 2022 – Teacher In-service (2 PIR)
NO SCHOOL FOR STUDENTS

August 24, 2022 – First Day for Students

September 2 - September 5, 2022 – Labor Day Vacation
NO SCHOOL

October 20-21, 2022 – MEA Convention (2 PIR)
NO SCHOOL FOR STUDENTS

October 28, 2022 – End of 1st Quarter (44 PI, 4 PIR)

November 1, 2022 - Parent/Teacher Conference (1/2 PIR)

November 2, 2022 – Parent/Teacher Conference (1/2 PIR)

November 4, 2022 – NO SCHOOL (1 PIR)

November 23-25, 2022 – Thanksgiving Vacation
NO SCHOOL

December 23, 2022 – December 30, 2022 – Christmas Vacation
NO SCHOOL

January 13, 2023 – End of 2nd Quarter (45 PI, 1 PIR)

January 16, 2023 – Teacher In-service (1 PIR)
NO SCHOOL FOR STUDENTS

February 16-17, 2023 – Winter Break (District Tournament)
NO SCHOOL

February 24, 2023 – NO SCHOOL

March 3, 2023 – NO SCHOOL

March, 10 2023 – NO SCHOOL

March 16, 2022 – End of 3rd Quarter (38 PI, 1 PIR)

March 17, 2023 – NO SCHOOL

March 24, 2023 – NO SCHOOL

March 31, 2023 – NO SCHOOL

April 7, 2023 – NO SCHOOL

April 14, 2023 – NO SCHOOL

April 21, 2023 – NO SCHOOL

April 28, 2023 – NO SCHOOL

May 5, 2023 – NO SCHOOL

May 12, 2023 – NO SCHOOL

May 19, 2023 – NO SCHOOL

May 25, 2023 – Last Day for Students (40 PI)

May 26, 2023 – Last Day for Teachers (1 PIR)

APPENDIX C—GRIEVANCE REPORT FORM

Grievant: _____ Date of Grievance: _____

Statement of Grievance:

A. _____

Contract provision violated:

B. _____

Contract provision violated: _____

C. _____

Contract provision violated: _____
(Use additional sheets if necessary)

ACTION OR RELIEF REQUESTED: (A, B, & C correspond to same above)

A. _____

B. _____

C. _____

Grievant's Signature Date given to SUPERVISOR: _____

SUPERVISOR'S RESPONSE:

A. _____

B. _____

C. _____

Supervisor's Signature Date given to Grievant: _____

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

GRIEVANT's signature: _____ Date given to Superintendent: _____

SUPERINTENDENT'S RESPONSE:

A. _____

B. _____

C. _____

Superintendent's Signature _____ Date to Grievant _____

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant's Signature _____ Date given to District Clerk _____

BOARD'S RESPONSE:

A. _____

B. _____

C. _____

Board Chair's Signature _____ Date given to Grievant _____

DISPOSITION OF GRIEVANCE:

Settled: Principal Superintendent Board Arbitration

SETTLEMENT: _____
