

*Livingston Education  
Association  
Professional  
Agreement*



*Professional Agreement Between the  
Board of Trustees of School District  
No. 4 & 1 and the Livingston  
Education Association, Livingston,  
Montana.*

**2020-2022**

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## AGREEMENT

This Agreement entered into this 23 of June, 2020 , by and between the Board of Trustees, School District Nos. 1 & 4, Livingston, Montana, hereinafter called the “Board” and the Livingston Education Association, hereinafter called the “Association”. The Livingston Education Association is a unit of the Montana Federation of Public Employees (MFPE).

### ***ARTICLE I—RECOGNITION***

- 1.1 RECOGNITION - The Board hereby recognizes the Association as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all staff members in the appropriate unit.
- 1.2 DEFINITION - Unless otherwise indicated, the term “teacher”, when used in this Agreement, shall refer to professional employee licensed or certificated in Class 1, 2, 4, or 5 as provided in Section 20-4-106 M.C.A., 1983, when such person is under contract to the Livingston School District No. 1 and 4 hereinafter called the “District”, in a position requiring such certification or licensing. Unless otherwise indicated, the term “staff member”, when used in this Agreement, shall refer to teachers as defined above and only the School Nurse, and Specialists (School Psychologists and Speech Therapists only) employed by the District.

### ***ARTICLE II—ASSOCIATION AND STAFF MEMBERS RIGHTS***

- 2.1 RIGHT TO ORGANIZE - The Board agrees that the individual staff members shall have full freedom of association, self-organization, and the designation of representatives of his/her own choosing, to negotiate the terms and conditions of his/her employment, and that he/she shall be free from interference, restraint, or coercion by the Board, or its agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- 2.2 MEET AND CONFER - Upon request, the Board and Association shall meet and confer within ten (10) calendar days after receipt of a request, to discuss educational policies and those matters which are not included under terms and conditions of employment.
- 2.3 INFORMATION - The Board agrees to furnish the Association upon request non-confidential informational materials. The Association agrees to pay costs of duplicating materials.
- 2.4 ASSOCIATION BUSINESS - Representatives of the Association and its affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.

- 2.5 ASSOCIATION LEAVE - The Board shall grant leave with pay to Association representatives for Association business during the school year. The Association shall provide for the substitute(s). The aggregate number of days allowed under this section shall not exceed forty (40) days per year, nor shall any individual be granted more than ten (10) days per year Association Leave.
- 2.6 STAFF MEMBER RIGHTS - The rights granted to staff members hereunder shall be deemed to be in addition to those provided elsewhere.
- 2.7 JUST CAUSE - No staff member shall be reduced in rank or compensation, discharged, or deprived of any professional advantage without just cause. Nothing in this article shall apply to retention or non-retention in co-curricular duties and other nonteaching assignments, except for the school nurse assignment, nor the renewal or non-renewal of non-tenured teacher contracts.
- 2.8 STAFF MEMBER PROTECTION - The Board shall provide professional liability coverage for every staff member under the District's blanket liability insurance program.
- 2.9 REDUCTION IN TEACHING FORCE - In the event of change in the student population or other conditions necessitating a reduction in the number of teachers employed by the Board those with the least amount of service will be dismissed first.
- A. The length of service will be from the date the contract was signed by the teacher.
  - B. The contract date which controls length of service shall be the earliest contract beginning a period of continuous employment.
  - C. A teacher with sufficient seniority to remain in the school system but whose teaching position is no longer available, shall be transferred to an available position for which he/she is certified, provided such a position exists at the time.
  - D. When there is an increase in teaching positions due to reinstatement of discontinued positions or through natural attrition within two (2) years of the effect of such lay-off, the terminated persons with the greatest seniority shall be offered reemployment. Such recalled teacher must be certified with required endorsements to hold such positions.
  - E. The reinstated teacher shall not lose credit of any kind for previous years of service and future seniority shall be calculated from the date of initial employment in the District, but shall not include seniority for years not employed by the District by reason of reduction in force.
  - F. Non-Tenured (probationary) teachers do not gain seniority. Accordingly, amount of service is not a factor in offers of re-employment to non-tenured teachers.

When a teacher becomes tenured, seniority is established and dates back to the signing date of the teacher's first contract with the district.

G. The seniority status of tenured teachers remains unchanged by the addition of language in E and F above.

2.10 PUBLIC OFFICE - The Board shall guarantee that teachers who serve in public office can do so without curtailment of tenure or retirement or seniority rights, but such service shall not increase seniority or salary schedule placement (including annual increments) for the time of such service if such service constitutes more than half of the contract year.

### ***ARTICLE III—RIGHTS OF THE BOARD***

3.1 The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law.

### ***ARTICLE IV - DUTY OF FAIR REPRESENTATION AND REPRESENTATION FEE:***

Subd. 1. The Association as exclusive representative of all employees described in Section 2 of Article I will represent all such persons fairly, whether members or not.

Subd. 2. No employee shall be required to join the Association, but membership shall be made available to all who apply, consistent with the Association Constitution and policies.

The fee shall cover the services of the Association in discharging its obligation to represent members of the bargaining unit in the process of negotiating and administering the collective bargaining agreement.

- (a) The amount of such fee shall be determined by the Association.
- (b) The Association will certify the amount of the fee and a list of non-Association members to the School District. The School District shall collect the fee from the non-Association members and transmit the monies to the Association in the same manner specified above for the collection of dues. Each individual contract of employment offered by the Board will contain an authorization for payroll deduction of the representation fee by non-association members.
- (c) Any dispute concerning the amount, propriety, or the method of collection of the representation fee shall be solely between the

affected bargaining unit member and the Association. The Association will provide an internal review procedure wherein non-members may challenge the determination of the fee for the Association services in representing members of the bargaining unit in the process of negotiating and administering the collective bargaining agreement. Disputes concerning the representation fee assessed to such non-members may not be processed through the grievance procedure contained in Article V.

***ARTICLE V—CHANNELS OF COMMUNICATION AND GRIEVANCE PROCEDURE***

5.1 DEFINITION - A grievance shall mean an allegation by a staff member(s) resulting in a dispute or disagreement between the staff member(s) and the school district as to the interpretation or application of terms and conditions contained in this agreement or other conditions of employment.

5.2 STAFF MEMBER COMMUNICATION COMMITTEE - A staff member communication committee shall be elected by the Association in each building and shall be used to discuss mutual school problems with the principal in an advisory capacity. The committee and principal shall meet and confer upon request by either party.

5.3 PROCEDURE –

A. Level I - Within fifteen (15) calendar days, excluding holidays scheduled during the school year, of learning of the occurrence of an event, a staff member(s) may resolve a grievance by:

1. Going to the principal with the problem, or
2. Asking the Staff Member Communication Committee to discuss the problem with the principal, or
3. Going with the Staff Member Communication Committee to discuss the problem with the principal. The principal shall respond to a request for communication within ten (10) calendar days of such request. If the problem is not concluded to the satisfaction of the staff member(s) the principal shall provide the staff member(s) with a written answer within ten (10) calendar days.
4. Each of the options (1, 2, 3 above) shall include submitting the grievance in writing using the form in Appendix A.

B. Level II - If the problem is not concluded to the satisfaction of the staff member(s) after he/she has followed Level I above, he/she must within ten (10) calendar days

file the problem with the Chairman of the Professional Rights and Responsibilities Committee (PR&R) of the Association. Within ten (10) calendar days of such filing, the PR&R Committee shall notify the Superintendent of the intention to pursue the grievance at Level II. Within ten (10) calendar days of receiving written notice of the grievance, the Superintendent shall provide the aggrieved person(s) with a hearing. The PR&R Committee shall, together with the staff member who has filed the problem, meet with the Superintendent to resolve the differences. Within ten (10) calendar days of the hearing the Superintendent shall provide a written reply.

- C. Level III - If the grievance is not resolved at Level II, within ten (10) calendar days the staff member(s), PR&R Committee and the Board or its representative(s) shall discuss the problem and arrive at a solution. The Superintendent shall provide a written reply of the Board's response within five (5) calendar days.
  - D. Level IV - If an aggrieved person(s) is not satisfied with the decision at Level III, the grievance shall be submitted to the Board of Personnel Appeals for arbitration within thirty (30) calendar days of the Superintendent's response provided this action is approved by both the aggrieved person(s) and the PR&R Committee of the Association.
- 5.4 REPRISALS - No reprisals of any kind shall be taken by the Board or the school administration against any staff member because of his/her participation in this grievance procedure.
- 5.5 GRIEVANCE FILES - All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

#### ***ARTICLE VI—STAFF EVALUATION***

- 6.1 EVALUATION PURPOSE - The purpose of staff member evaluation is to improve professional performance of staff members.
- 6.2 PRIOR NOTICE OF EVALUATION - All staff members upon being employed shall be thoroughly advised as to the evaluation procedures and instruments which are provided for by this agreement.
- 6.3 AREAS OF EVALUATION - Teachers shall not be evaluated in teaching areas for which they do not possess certificate endorsement.
- 6.4 CONDITIONS OF EVALUATION - In evaluating a teacher, due consideration shall be given to class size, ability level of students and physical distractions as they would affect teaching performance. All evaluation of the staff member's activities

shall be conducted openly and with the staff member's full knowledge and awareness.

- 6.5 EVALUATION PROCEDURE FOR TENURED TEACHERS - All tenured teachers will be provided the opportunity to set two to four goals for the improvement of their professional performance during the following school year. These goals will be set in consultation with the immediate supervisor (principal, director of special education, etc.) prior to the end of the school year in order that work toward the goals may commence with the opening of the next school year. The immediate supervisor may, if necessary, suggest additional goals if there is concern on his/her part that particular skills or techniques need improvement. Each goal must include proper techniques for measuring the degree of accomplishment. During the school year for which the goals have been set, the supervisor and the teacher will confer periodically on the progress made in achieving the goals. Tenured teachers not wishing to participate in such goal setting and self-evaluation may request evaluation by techniques outlined in 6.6 of this article with the exception that a minimum of one (1) evaluation shall be required for tenured teachers.
- 6.6 EVALUATION PROCEDURE FOR NON-TENURED TEACHERS - The immediate supervisor of a non-tenured teacher (or a tenured teacher selecting this option) will at appropriate intervals, but not less than two times per year, write a narrative evaluation of the teacher's professional abilities.
- 6.7 POST-EVALUATION CONFERENCES - The evaluator shall hold a conference with the teacher/specialist within ten (10) working days following the observation. At this time a copy of the report will be provided to the teacher/specialist. Each teacher/specialist will be provided definite, positive assistance to correct professional difficulties and time to incorporate the recommended changes.
- 6.8 OPEN PERSONNEL FILES - Evaluation reports to be placed in the staff member's permanent file shall be discussed between the staff member and the evaluator and shall be signed by the staff member to signify his/her notification that the item will be placed in the file. The staff member shall be provided the opportunity to write a rebuttal to the evaluator's conclusion to be attached to the evaluation report. Each staff member shall have the right, upon request, to review the contents of his/her personnel file. All items relating to an individual staff member shall be kept in a single official file except as otherwise provided in this Agreement. A representative of the Association, at the staff member's request, may accompany the staff member in the review.
- 6.9 REBUTTAL TO COMPLAINTS IN STAFF MEMBER FILES - Any complaints regarding a staff member made to any member of the administration by any parent, student or other person which may be used in any manner in evaluating a staff member shall be promptly investigated and called to the attention of the staff member within ten (10) school days. The staff member shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be

represented by the Association at any meetings or conferences regarding such a complaint. No material derogatory to a staff member's conduct, service, character, or personality shall be placed in the file unless the staff member has had an opportunity to read the material and respond accordingly. All such derogatory material will be kept in a separate file whose contents may be transferred to the staff member's personnel file along with the staff member's responses and record of any action taken after the staff member has had ten (10) calendar days to respond. The ten day period shall commence upon the staff member's receipt of written notice from the Superintendent.

6.10 DURATION - The evaluation procedure outlined in this article will be continued until the adoption of a permanent evaluation process which will be mutually agreeable to the Board and the Association.

### ***ARTICLE VII—EMPLOYMENT STATUS OF NON-TENURE TEACHERS***

7.1 NON-TENURED TEACHER SUCCESSSS AND NON-RENEWAL The district, in partnership with the LEA, will work toward the success of all non-tenure teachers. The following support shall be given:

- A. The teacher will receive formal and informal observations from administration. Following at least two of the formal observations, administration will give formal evaluations with timely written and verbal feedback to the teacher. At least one of these evaluations will take place during the first semester of the school year. These formal evaluations will be made part of the teacher's permanent file.
- B. The non-tenure teachers will receive support from a mentor, grade/subject team members, and offered appropriate professional development opportunities.
- C. Non-tenure teachers may request additional support which targets any growth needs.
- D. The district will follow the steps of Montana State Law for non-renewal.

### ***ARTICLE VIII—SCHOOL CALENDAR***

8.1 CALENDAR - The school calendar, as set forth in Appendix B, shall be established by the Board after reviewing prospective calendars submitted to the Board by a joint committee made up of representatives from the administration and the Association.

8.2 CALENDAR CHANGE - There shall be no deviation or change in the school calendar except by mutual agreement of the Board and the Association.

**ARTICLE IX—PROMOTIONS, VACANCIES, REASSIGNMENTS, AND TRANSFERS**



9.1 VACANCIES - The Board desires that the best qualified persons available be employed to fill vacancies. Prior teaching experience is highly desirable but not mandatory. A vacancy is defined as a position resulting from retirements, a resignation, death, non-renewal of a non-tenured teacher, a temporary assignment- or a newly created position.

9.2 INFORMATION - Information regarding vacancy shall be publicized internally and externally simultaneously to the staff by notifying the LEA President for dissemination.

9.3 APPLICATION - - Once a job vacancy has been posted on the District website and notice given to the LEA President, Internal candidates have 5 working days to submit a letter of interest and completed application (appendix H) to the District office and appropriate building administrator. Internal candidates will be interviewed by the committee stipulated by 9.3C prior to that committee considering external candidates.

A. Information - Information on vacancies shall be made available to all teachers in a timely fashion with sufficient details on job description to allow qualified persons to apply for these changes (9.2).

B. Voluntary transfers shall be granted on the basis of experience, qualifications, and seniority of the applicant. Voluntary transfers shall be based on the process described in 9.3C. Reverse seniority shall be the criterion for involuntary transfer among persons with the same certification endorsement or license when unilateral decisions on transfers are made. When there is more than one internal candidate applying for the position, appendix I should be used. If there is only one internal

candidate, it may be determined by the interview team to extend their search externally to outside candidates.

C. Process – Persons interested in a voluntary transfer into a position which becomes open due to filling a vacancy (9.1) or to the Superintendent initiating a transfer process (9.4) will be asked to submit a transfer application (appendix H) along with a letter of interest to the School District Office and building principal where the opening occurs. The interview team shall consist of four members unless otherwise agreed to by both parties. The principal shall convene (within 5 working days of the closing for internal applications) and lead an interview team comprised of the administrator, two teachers selected by LEA , and an additional participant designated by the administrator. A standard process shall be used for all transfer applications. When an interview team has not been put into place prior to the end of five (5) working days after the closing of applications to internal candidates, the applicant with the most seniority in the district shall be transferred into the open position for which the applicant has applied.

1. Interview team will follow the process defined in appendix J.
2. Appendix I will be used when there is more than one internal candidate applying.
3. The team will make a recommendation to the superintendent based on the applicant's total rubric score. The total rubric score will be determined by averaging each interview team member's scores after review of transfer applicants and interviews for transfer placement has occurred.
4. In the event the committee fails to reach at least a majority decision (3 – 1) or if it is determined by the committee that they would like to extend their search externally, the interviews will be opened to outside candidates. If external interviews are conducted, internal candidates will be given the opportunity to be re-interviewed through the standard interviewing procedures along with external applicants. While the members of the interview committee may be different individuals from the first interview team, the composition balance is the same (9.3C). All internal and external candidates will be scored equitably by the same interview team.

D. Appeal – The interviewee may petition an ad hoc committee within two working days following notice if they believe the process in C above has not been

followed. An ad hoc committee comprised of the superintendent, the LEA president or designee, and a trustee shall be convened to hear an appeal. All transfer applications, interview questions, and scoring rubrics shall be made available to the ad hoc committee upon request. The teacher shall request a meeting with the superintendent to clarify the process before the ad hoc committee is convened. The ad hoc committee will determine the legitimacy of the transfer decision, and will either affirm the decision of the transfer interview team or remand it back for reconsideration. The majority vote of the ad hoc committee regarding transfer decisions shall be final.

9.4 INVOLUNTARY TRANSFERS - When transfers between buildings and changes in teaching discipline are necessitated by sound educational practice for the welfare of students, the Superintendent shall make such assignments and reassignments as are, in his professional judgment, necessary to secure the highest efficiency of the entire staff. Reverse seniority shall be the criterion for involuntary transfer among persons with the same certification endorsement or license when unilateral decisions on transfers are made.

- A. Reassignment Within Schools - in settings where individual class sections are offered, principals may make reassignments as deemed necessary to meet schedule demands and population shifts. In these situations, certification/endorsements and seniority should be considered in creating an equitable workload.
- B. In schools where grade levels are the primary assignment, principals may make recommendations to the superintendent for reassignments. These decisions should be made based on sound educational practice and for the welfare of students. Prior to final decisions, the superintendent will give opportunity to those who may be affected to give input.
- C. Should a teacher have issue with a proposed reassignment he/she may follow the Uniform Complaint Procedure (policy #1700).
- D. Any teacher currently on a documented plan of improvement does not have voluntary transfer rights.
- E. When the students, teacher and the district can benefit from the involuntary transfer of a teacher currently on a documented plan of improvement, the Superintendent may make such transfer. The plan of improvement will be facilitated by the building principal and will be in place for one semester before an involuntary transfer may be considered. When the building principal determines adequate progress has not occurred, involuntary transfer may be considered.

9.5 ASSIGNMENTS— In the event that there is a compelling reason to consider a reassignment placement prior to a declaration of a vacancy, the superintendent will meet with the principal of the receiving building, the LEA president (or appointed representative) and the LEA building representative (or appointed representative) and present the reasons for the consideration. If three of the four agree with the reasons and advantages of the move, the placement/ reassignment will be made. If a change of assignment is contemplated for the following school year, staff members affected will be notified of their future assignment by June 1<sup>st</sup>. Exceptions to this practice may be made in case of unforeseen contingencies.

***ARTICLE X—PROCEDURE FOR RECOMMENDING CURRICULUM AND INSTRUCTION REVISIONS***

10.1 CURRICULUM COMMITTEE - A continuing curriculum study committee shall be responsible for research, study and planning in regard to anticipated changes in curriculum. The committee shall make recommendations to the Association membership and to the Superintendent on revisions in curriculum and instruction.

10.2 COMPLAINTS RE: CURRICULUM AND MATERIALS - Any specific written and signed complaint from any source about curriculum, any book or teaching materials shall be directed to this curriculum committee for evaluation. The report of the committee, including any recommendations, shall be submitted to the Superintendent for his consideration.

10.3 COMMITTEE STRUCTURE - The structure of the continuing curriculum study committee shall be subject to the mutual approval of the Board and the Association. This committee shall not be limited to Association members.

***ARTICLE XI—WORK LOAD AND PREPARATION PERIODS***

11.1 PREPARATION PERIOD – All K-5 teachers in the system shall have, during the time in which students are attending school, minimum preparation time equivalent to an average of fifty (50) minutes daily. For teachers that work in multiple buildings, travel time will not count as prep time. When temporary schedule changes occur, teachers shall have a minimum of forty (40) minutes preparation time on any given pupil instruction day. The average of fifty (50) minutes daily is based on five (5) consecutive pupil instruction days. Teachers serving in positions who serve in more than one school where preparation time is different, the preparation time will be reflected proportionate to assignment. Compensation will be given proportionately if a teaching assignment extends into preparation time. Teachers currently employed as of 5-6-2016 will be grandfathered as to the building they were originally hired in regards to preparation time.

- 11.2 HIGH SCHOOL - The normal work load for a teacher in the high school shall be five (5) classes daily in classroom instruction or supervision of groups of pupils. Exceptions may be in those areas which are presently exceeding this limitation.
- 11.3 DUTIES - Consistent with this agreement:
- A. The instructional duties and/or the responsibilities of any position in the District held by a person(s) covered by this agreement during the work day, shall be assigned by the school district.
  - B. The instructional duties and/or responsibilities of any teacher shall not be increased without prior agreement.
  - C. Any additional non-instructional duties and/or responsibilities during the work day with students will be assigned to the teachers normally assigned to instruct the students on a reasonable distribution.
- 11.4 SCHOOL DAY - The usual work day for persons covered by this agreement shall be seven and one half (7 ½) consecutive hours, including at least thirty (30) minutes duty free lunch. The District shall determine the time staff members report for work.
- A. The school nurse shall work an eight (8) hour day with a one (1) hour unpaid lunch period.
- 11.5 DUTY-FREE LUNCH - A duty-free uninterrupted lunch period equal to the student lunch period shall be provided for all staff members. The duty-free period is tied to the student lunch period for teachers in grades 6-12. However, K-5 teachers are granted a 60 minute duty-free lunch even if the k-5 student lunch periods are reduced to a time period less than 60 minutes.
- A. K-5 TEACHERS –
    - 1) If it is determined by the building principal that additional supervision is needed in the school building during the student lunch time, K-5 teachers in that building, who agree, will be placed on a rotational supervision schedule. The time for supervision shall not be more than 30 minutes of their duty-free lunch. Any teacher agreeing to such supervision duties will be compensated for their time for supervision at the Type I curriculum wage.
    - 2) If a particular building in need of supervision during the student lunch time is unable to fill a voluntary rotational supervision schedule, all K-5 teachers in that building, will be placed on a rotational supervision schedule. The time for supervision shall not be more than 30 minutes of their duty-free lunch. All teachers performing such supervision duties shall be compensated at the rate described in 11.5 A. 1. A teacher may not be required to perform supervision duties if another teacher agrees to perform said duties for that teacher.
    - 3) This provision of having K-5 Teachers potentially performing supervision duties during 30 minutes of their duty-free lunch shall be in place until the end of the 2021-2022 school year.

- 11.6 REPORT WORK - Every attempt shall be made by the principal to keep detail and report work of teachers to a minimum so that their maximum effort may be spent on improvement of instruction.
- 11.7 CLASS SCHEDULING - The principal shall seek the input of the teacher(s) before preparing class schedule and assignments. The starting, ending and length of the student day, the length, number and scheduling of class periods shall be determined by the school district. The school district will make the final decision.
- 11.8 CLASS SIZE AND WORKLOAD – The Montana School Accreditation Standards are published in the Administrative Rules of Montana (ARM), Title 10, Chapters 54 and 55.  
Class Size and work load are defined in 10.55.712 and 10.55.713. Language in those administrative rules shall be used as the minimum standards for class size and work load.  
Workload is defined as: 1) the number of clock hours per week of assigned student responsibility (in 1993-94 - no more than 28 hours per week) 2) the number of students ( in 1993-94 - no more than 150 assigned students per day) assigned per day for middle and high school teachers excluding study halls, music, physical education, library, and guidance. If the Livingston School District(s) are granted class size or workload deferrals, the standard to be used will be the alternative allowed by the Board of Public Education.
- A. Overloads- Teacher aides shall be used to relieve classroom overloads until the time in which classroom student overloads exceed 10% of the State accreditation class size standard for the grade level/class. Overloads shall first be equalized throughout the building. Additional class overloads, in excess of 10% in a building, shall then be equalized throughout the district. When the overload percentage (10%) for any grade level/class is exceeded, a new class will be formed to reduce overloaded class sizes.  
Should the state reduce the allowable number of students per classroom from what was allowable in May, 1991,
- 1) No more than 20 students in kindergarten;
  - 2) No more than 20 students in grade 1;
  - 3) No more than 20 students in grade 2;
  - 4) No more than 28 students in grades 3 & 4;
  - 5) No more than 30 students in grades 5 through 12;
  - 6) The class size limitations listed above shall exclude study halls, music, physical education, library, guidance;
  - 7) No more than 150 students assigned a teacher per day in the middle school and the high school excluding study halls, music, physical education, library, and guidance,
- Teacher aides shall be used to relieve classroom overloads until time in which classroom student overloads exceed 15% of state accreditation class size standard

for the grade level/class. Overloads shall first be equalized throughout the building. Additional class overloads, in excess of 15% in a building, shall then be equalized throughout the district. When the overload percentage (15%) for any grade level/class is exceeded, a new class will be formed to reduce overloaded class sizes.

When a one-student overload exists in a class in which the state accreditation standard is 28 students or greater, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to a maximum of .5 aide per teacher per day. When a student overload exists, in excess of one student, in a class in which the state accreditation standard is 28 students or greater, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to a maximum of 1 aide per teacher per day.

When a one-student overload exists in a class in which the state accreditation standard is less than 28 students, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to 1 and ½ hours per teacher per day. When a student overload exists, in excess of one student, in a class in which the state accreditation standard is less than 28 students, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to a maximum of .5 aide per teacher per day.

Any major fraction (.5 or greater) of an allowable (i.e. 10% or 15%) student overload shall be rounded to the next highest whole number.

The use of an aide may be waived by the teacher.

- B. Teacher aides - Aides shall be used to supervise playground, cafeteria, school bus, and school bus loading, and to assist in libraries.
  - C. High School Study Hall Aides - Aides may be used to supervise high school study hall(s). If high school certificated staff members are placed on “reduction in force”, study hall aides will be replaced by teachers. Elimination of high school positions by attrition alone does not restrict the use of study hall aides.
- 11.9 STUDENT TEACHER LIMITATIONS - Every effort shall be made to avoid the assignment of more than one student teacher to the same supervising teacher during a single school year.
- 11.10 STUDENT TEACHER ACCEPTANCE - No teacher shall be required to accept a student teacher.
- 11.11 ADDITIONAL RESPONSIBILITIES - Additional responsibilities beyond the usual workday will include: one (1) open house per year; parent conferences; and child study team meetings. Faculty meetings shall not exceed twelve and one half (12 ½) hours per year and will be prorated for part time staff. Sponsorship of student activities will be on a volunteer basis according to a reasonable distribution. The administration and the Association will jointly solicit volunteers for sponsorship of student activities.

**ARTICLE XII—ABOVE-SCHEDULE ALLOWANCES FOR CO-CURRICULAR DUTIES**

12.1 CONTRACT - Prior to the end of the current school year co-curricular contracts will be issued. Co-curricular personnel will be rehired unless notified otherwise by the end of the current school year.

12.2 SCHEDULE - The following schedule states above-schedule pay allowances for performing co-curricular duties. The schedule is based on an index of the BA column of the teacher’s salary schedule. Individuals who fill these co-curricular positions will be placed in this column with credit for in-district experience in the same activity and at the same or higher level (e.g., high school experience for high school credit, high school or middle school for middle school credit, etc.). Maximum allowable experience will be seven years in-district only. The Board reserves the right to place new head coaches as they deem appropriate on the experience column. Actual pay is determined by multiplying the appropriate BA column salary figure by the index. These stipends reflect compensation for time spent in addition to regularly contracted teaching hours. Athletic head coaches and activity advisors will have 20% of their activities stipend withheld pending completion of proper storage and inventory of associated school owned materials. The activities director or appropriate administrator will review and sign off to complete this check out procedure.

Activity	Additional Notes
All Club supervision	0.015
Band Middle School	0.020
Choral Middle School	0.020
Coaches 7 <sup>th</sup> & 8 <sup>th</sup> Grade	0.065 Grandfather staff who filled positions in 1998-99.
Drama Middle School	0.020
Elementary Extracurricular/activity	0.020
Annual High School	0.057
Band Director High School	0.133
Assistant Band Director High School	0.079
BPA	0.040
Cheerleaders High School	0.087
Choral High School	0.079
Competitive Drama	0.079

Cross Country, Golf, Softball and Tennis Varsity Head Coaches	0.100
DECA	0.040
FFA	0.065
FCCLA	0.040
Football, Basketball, Wrestling, Volleyball, Soccer and Track Varsity Head Coaches,	0.130
MUN	.015
Newspaper High School	0.057
Play Productions/play (2)	0.050
Peer Tutoring Coordinators (2 positions)	0.12 (.03 per quarter – each position)
Speech & Debate High School	0.079
Student Council	0.040
TNT	.040
TNT Assistant	.015
Varsity Assistant Coaches	0.087
Skills USA/Technology Student Association	0.040

**ARTICLE XIII—LEAVES**

13.0 Leave days shall be non-cumulative from year to year except as specifically provided otherwise in this Article.

13.1 Sick and Personal Leave

A. Availability - Teachers/specialists (hereafter referred to as staff members) will have available beginning on the first day of school, ten (10) sick leave days and three (3) personal leave days. The days may be taken in half day increments and in no case may the two parts exceed the number of periods of the number of hours in the normal work day.

B. Use – Sick Leave

- a) Sick Leave will be used in the normal manner up to the 10<sup>th</sup> day. After the 10<sup>th</sup> day, accumulated sick leave days are used for the current year. Any unused sick leave days will automatically be applied toward the staff member’s accumulated sick leave up to a total accumulation of 149 days.
- b) Using an exchange rate of four (4) sick leave days for one (1) personal leave day, any staff member who has accumulated 149 sick leave days may exchange for a maximum of two (2) personal

leave days in a given year. Any staff member who has accumulated 60 sick leave days may exchange for a maximum of one (1) personal leave day in any given year.

- c) At the beginning of the school year staff members will receive \$60.00 for each whole sick leave day over the allowed accumulated number added to their last paycheck. This bonus money shall not be considered as part of the staff member's last year teaching salary under the early retirement bonus. Note: this last sentence only applies to unused sick leave days over the allowed accumulated number earned after September, 1989.
- d) Donated Sick Leave – Individual teachers may choose to donate sick leave to fellow teachers within the following guidelines:
- Donations will occur in response to a specific employee need.
  - The maximum donation by any individual teacher is five (5) sick days per year.
  - The donating teacher must retain a minimum of ten (10) sick days
  - The donation will be made, in writing, through the LEA president and the superintendent, or their designees. Donations will be recorded in the order received.
  - Unused donations will be returned to the donor in the reverse order of receipt.
  - Donors will remain anonymous.
  - Requests for donations will be made in writing and coordinated through the LEA president and the superintendent, or their designees. Those individuals will decide whether or not to support the request.
  - The employee in need shall have exhausted all other leave options.
  - Recipients of donated leave shall be limited to no more than twenty (20) days of donated leave per individual year.
  - While utilizing donated sick leave, employees may not receive any additional compensation from the district except for health and life insurance benefits.

- The total number of donated sick leave days that can be used per year (for the entire bargaining unit) is limited to sixty (60) sick days.
- Reconciliation of donated, returned, and remaining sick days for all employees will occur, at the latest, by the date of the June issuance of paychecks.

C. Use – Personal Leave

- a) The purpose for the use of personal leave days is the choice of the staff member.
- b) Unused personal leave days can be applied to the staff member's accumulated sick leave to the maximum of 149 days, or to the staff member's personal leave bank which at no time can exceed eight (8) days, including the three (3) days provided to the staff member at the beginning of the year.
- c) For those who have accumulated days in the personal leave bank, or who choose to exchange sick days for personal days, no more than five personal days can be taken in any given year. A request to take more than three (3) consecutive personal days must be provided to the appropriate school principal a minimum of 45 working days in advance.
- d) Requests for personal leave before or after vacations, including MFPE days and the first and last days of the year, will be reviewed by a panel comprised of the school principals. Such requests must be provided to the appropriate school principal a minimum of 10 working days in advance.
- e) In general, notification for personal leave shall be made as far in advance as possible to the building principal. Denial of leave shall be made when an adequate substitute is not available or when there is an unusual number of teacher/specialist absences.

D. Resignation from the Livingston School District shall result in forfeiture of all accumulated sick leave for teachers with 9 or less years of experience in the district. Teachers with 10 to 50 years of experience in the district shall have a buyback option of their accumulated sick leave, up to 149 days, at 1/187<sup>th</sup> of their current salary upon termination from the Livingston School District, based on the

following schedule. Any teacher going from full time employment to less than full time employment shall maintain his/her highest salaried level attained during full time employment for determining sick leave buyback compensation; for a period not to exceed five (5) consecutive years.

For Example: A teacher with 22 years of experience and a current salary of \$54,000 and 149 accumulated sick leave days would receive \$10,757;calculated as follows:  
 $\$54,000 / 187 = \$288.77$  and  $(\$288.77 * .25 * 149) = \$10,757$

<i>Tier 1</i>	<i>10 to 24 Years</i>	<i>25%</i>
<i>Tier 2</i>	<i>25 to 35 Years</i>	<i>35%</i>
<i>Tier 3</i>	<i>36 to 50 Years</i>	<i>45%</i>

This sick leave buyback will only occur with an individual employee’s forfeiture of the early retirement bonus described in Article 14.2. Formal notification, in writing, to the Superintendent must be provided no later than the last business day on or before February 1<sup>st</sup> of the year of retirement.

- E. PREGNANCY – A pregnancy or related disability shall be treated as a temporary disability with all accumulated sick leave privileges available to the teacher/specialist until such time as the female employees is certified by her physician as capable of performing her teaching/specialist duties.
- F. SALARY DEDUCTION - Salary deduction resulting from more than the allowable discretionary leave shall be made at the rate of 1/187 of the teacher’s/specialist’s salary for each day of absence.
- G. ACCUMULATION - Teachers/specialists shall be given a written accounting of accumulated sick leave days by September 15 of each school year.
- H. INJURY - When accumulated sick leave has been depleted due to injury incurred in the course of employment, the Board may be petitioned to grant additional days during the term of such injury. Pay received from Workman’s Compensation shall be turned over to the District.
- I. LIMITATIONS – Leaves shall be granted only for critical need the day before and the day after any vacation including the first and last day of school and the day before or the day after the MFPE Convention.

13.2 EMERGENCY LEAVE - Teachers/specialists employed in Livingston Schools shall be granted the following emergency leave benefits and privileges:

- A. CRITICAL ILLNESS - When the absence of a teacher/specialist is caused by critical illness in his/her or his/her spouse’s family, five (5) days absence shall be allowed per year without loss of salary or utilization of personal sick leave. This

leave shall be allowed at the discretion of the Superintendent. Any time over five (5) days allowed shall be counted as sick leave.

- B. FAMILY DEATH - When the absence of a teacher/specialist is caused by death in his/her or his/her spouse's immediate family, leave of absence without loss of salary or utilization of sick leave shall be granted not to exceed five (5) total school days. School day absence beyond this leave shall be counted as sick leave with permission of the Superintendent.
  - C. DEFINITION OF FAMILY - Immediate family (individual's or spouse's) shall include grandparents, parents, foster parents, spouses, children, siblings, brothers-and sisters-in-law, mothers-and fathers-in-law, sons-and daughters-in-law, and grandchildren.
  - D. FUNERALS - Teachers/specialists, shall be granted one-half (1/2) day in town or one (1) day out of town with pay for funerals (pallbearers, etc.) at the discretion of the Superintendent.
  - E. WEATHER EMERGENCY LEAVE - Each teacher/specialist shall be eligible for weather emergency leave in cases when weather conditions make it impossible for the teacher/specialist to report for duty. The teacher/specialist will be responsible for paying the substitute. This leave is subject to verification at the discretion of the Superintendent.
- 13.3 JUDICIAL DUTY - A teacher/specialist subpoenaed for legal proceedings before any judicial, quasi-judicial or administrative tribunal or called for jury duty shall not lose compensation for the performance of such obligation. Pay received for such appearances shall be turned over to the District. This section shall not preclude teachers/specialists from appearing before any local administrative or fact-finding panel because of action resulting from terms of this Agreement.
- 13.4 SABBATICAL LEAVE - Teachers/specialists employed in Livingston Schools shall be accorded the following sabbatical leave benefits and privileges:
- A. Purpose - Sabbatical leave shall be granted for the purpose of full-time professional study, travel, research, work experience or other professional activity with Board approval.
  - B. Service - Sabbatical leave shall be granted only after seven (7) years of service in the system.
  - C. Stipend - The stipend for Sabbatical Leave shall be fifty percent (50%) of Step 8, with seven (7) years experience on the salary schedule according to the successful applicant's credit column. The stipend shall be paid upon return of the teacher/specialist to the school system.

- D. Number Granted - Leave shall be limited to one (1) teacher/specialist per year.
- E. Tenure - The teacher taking Sabbatical Leave shall retain all tenure rights.
- F. Experience - Time spent on Sabbatical shall be counted in lieu of teaching/specialist experience, and upon return the teacher/specialist shall benefit from all salary increases regardless of the number of horizontal movements on the salary schedule.
- G. Benefits - Social Security and retirement benefits shall continue to be in effect during the period of the leave on the amount of the stipend only.
- H. Insurance - After consultation with the insurance company the teacher/specialist shall have the option of retaining the Health Insurance Plan for himself and his family by assuming monthly payments of the entire premium.
- I. Sick Leave - Accumulated sick leave accrued by the staff member shall be retained.
- J. Position - A teacher/specialist returning from Sabbatical Leave shall be restored to his/her teacher/specialist position.
- K. Applications - Applications for sabbatical leave shall be in letter form, addressed to the Superintendent, setting forth the purpose of the leave and detailing the techniques or programs for fulfilling the stated goals.
- L. Deadline - Deadline for application shall be February 1 of each year.
- M. Selection Committee - All applications for Sabbatical Leave shall be screened by a committee consisting of three (3) teachers/specialists appointed by the LEA and three (3) administrators appointed by the Superintendent. This committee shall be responsible for reviewing all applications and interviewing each applicant individually. The committee will make written evaluations to the Superintendent as to the relative merit of each applicant's proposal. The Superintendent will utilize these evaluations in developing recommendations to the Board relative to the granting of a Sabbatical Leave.

### 13.5 PROFESSIONAL MEETINGS, CONFERENCES AND CONVENTIONS

- A. BOARD INTENT - It is the intent of the Board to encourage training and activities which will increase the efficiency of school personnel. This includes attendance at various professional conventions, committee meetings, institutes and workshops, and visitation to other schools upon Board approval.

- B. SUBSTITUTES - Substitutes will be employed for teachers/specialists who attend state, regional or national professional organization meetings. Attendance at such meetings must be authorized in advance by the Administration and the Board.
- C. VOUCHERS - Claims must be itemized and vouchers attached for accounting purposes when expenses are to be paid by the Board.
- D. STATE REPRESENTATIVE ASSEMBLY - Substitutes for representatives to the State Representative Assembly of specialist organizations shall be provided for by the Association.

### 13.6 EXTENDED LEAVE OF ABSENCE

- A. APPLICATION - Tenured teachers may make application to the Board for up to one year extended leave of absence without pay.
- B. TENURE RIGHTS - Status of teachers on extended leave in regard to placement on the salary schedule, seniority rights, and other factors related to the length of service is not to be reduced because of absence, nor will extended leave time be counted toward increased seniority. A teacher who teaches in an accredited school district as part of an exchange program during extended leave will be granted credit for that service on the salary schedule only up to Salary Step 8 (7 years of service) if such leave constitutes at least 135 days of a contract year. College credits which are completed during said leave will be credited for advancement on the salary schedule consistent with the limitations as set forth in Article XVI, Section 16.3A and other provisions of the written agreement.
- C. RETURN - A teacher on approved leave is entitled to return to a position in the district—if available, to his or her former position, or if unavailable, to a substantially equivalent position.
- D. INSURANCE - A teacher on approved leave may continue his or her insurance under the District’s insurance policies by paying the full premium.
- E. SICK LEAVE - Any unused sick leave accrued by the teacher prior to extended leave shall be retained by the teacher.

13.7 Forms to be used in the administration of leaves will be provided by the administration. The Association will be granted input on any proposed changes in leave forms. All forms will be consistent with provisions of the Professional Agreement.

13.8 “The school nurse shall be granted leaves as provided for by Title 2, Chapter 18, Section 601-621”.

**ARTICLE XIV—FRINGE BENEFITS**

14.1 HEALTH INSURANCE

A. Payment –

1. The District shall pay \$773.35 per month in the 2020-2021 school year toward an employee’s health insurance premium, plus \$2 per month premium for an additional \$10,000 life insurance policy. If the plan(s) offered include a High Deductible Health Plan (HDHP) that qualifies for a Health Savings Account (HSA), and when the single person premium is less than \$773.35, the District will contribute such difference to the individual employee’s HSA. Incidental HSA administrative fees charged by the administering financial institution will be borne by the employee.
  
2. Following the 2020-2021 school year the District’s monthly contribution for each eligible employee shall increase above the prior school year’s monthly contribution by an amount equal to fifty percent (50%) of the average premium of the health insurance plan options offered by the District’s health insurance company. For example if the District’s monthly contribution for each eligible employee is \$670.00 and the monthly premiums for all plan options increase the following year to \$700.00, \$725.00 and \$750.00, the District’s monthly contribution for the following year will increase to \$697.50 based on the following calculation:  
$$(\$700 + \$725 + \$750) \div 3 = \$725$$
$$\$725 - \$670 = \$55$$
$$\$55 \div 2 = \$27.50$$
$$\$670 + \$27.50 = \$697.50$$
  
3. For staff members who are greater than half time and less than full time, the District shall pay the prorated (on the basis of full time) hospital and medical insurance premium. Staff members, who are less than half-time are not qualified to participate in the hospital and medical insurance program. In cases in which both husband and wife are covered by this contract, they may elect to have dependents covered in lieu of coverage for one staff member. In the event either husband and/or wife have prorated benefits, the cost of any combined coverage shall not exceed the sum of the individual benefits. Health insurance benefits are limited to the payment of hospital and medical insurance premiums to the mutually agreed upon company.

B. COMPANY - The insurance company shall be mutually agreeable to the Board and the Association.

C. The group dental insurance plan will be made available.

D. DEFINITIONS

1. Full time staff

- a) Nurse - minimum of 187 contract days and eight hours per day.
- b) All other staff - minimum of 187 contract days and 7 ½ hours per day, including at least thirty (30) minute duty free lunch.

2. Half time staff

- a) Nurse - minimum of 187 contract days and four hours per day or minimum of 93 ½ contract days and eight hours per day.
- b) All other staff - minimum of 187 contract days and an average of 3 ¾ hours per day or minimum of 93 ½ contract days and 7 ½ hours per day, including at least thirty (30) minute duty free lunch.

E. GRANDFATHERING -As of January 30, 1995, those members of the staff who are receiving the benefit of the Board paying the full hospital and medical insurance premium will continue to receive the benefit according to their individual insurance eligibility. The Board shall continue to pay the full hospital and medical insurance premium as long as that staff member has continuous certificated or licensed employment with the district. A mutually agreed to list will be prepared no later than June 30, 1995.

14.2 RETIREMENT BONUS

A. STIPULATIONS-After twenty-five (25) years of teaching/specialist experience with an accredited elementary or secondary school with a minimum of ten (10) years experience in the district, a teacher/specialist shall be eligible for a Retirement Bonus. This payment shall be based on the following percentages of the contract salary for the highest compensated teaching year. Any teacher going from full time employment to less than full time employment shall maintain his/her highest salaried level attained during full time employment for determining the Retirement Bonus; for a period not to exceed five (5) consecutive years.

<u>YEARS OF EXPERIENCE</u>	<u>PERCENTAGE</u>
25 to 35	35%
36	30%
37	25%
38 to 50	20%

Members of the staff, who are under contract as of 1\30\95 and who wish to be grandfathered to protect benefits granted under the provisions of 13.2A as it exists in the 1993-94 contract will be identified on a mutually agreed to list prepared no later than 6/30/95. Those not choosing to be grandfathered will fall

under the provisions of the above language of 14.2A. In lieu of the Retirement Bonus termination pay, teachers may opt to receive the sick leave buyback termination pay, as defined in Article 13.1 D.

- B. RETIREMENT-In order to receive this retirement bonus pay, the teacher/specialist must meet the above requirements and be retiring from the teaching/specialist profession. Formal notification, in writing, to the Superintendent must be provided no later than the last business day on or before February 1<sup>st</sup> of the year of retirement.
- C. PAYMENT-The bonus will be paid in a lump sum on the first working day in July immediately following the teacher's/specialist's actual retirement or on the first working day in January of the following year at the option of the retiree.

14.3 ATHLETIC PASSES - Free athletic passes shall be issued to certificated personnel and their spouses.

14.4 FLEXIBLE BENEFIT PLAN - The Board has established a flexible benefit plan based on IRC Section 125 to pay eligible non-reimbursable health costs, dependent care costs, and premiums. The plan will be administered by a mutually agreeable disinterested third party, and the District shall pay the sum of \$5.25 a month for participating employees to administer their individual accounts. Participation will be voluntary.

#### ***ARTICLE XV—PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS***

15.1 PAYROLL DEDUCTION - The Board agrees to deduct in 9 or 10 equal installments from the salaries of all staff members such monies for annual unified membership in the National Education Association, MFPE and the Livingston Education Association as said staff members individually authorize the Board to deduct as provided by law. Deductions for staff members who submit their authorizations to the Board after October 1 shall be prorated so that the full amount authorized is deducted, in equal payments, by the end of the school year.

15.2 NOTIFICATION AND TRANSMITTAL OF MONIES -

- A. The Association will certify to the Board, in writing, the current rate of annual unified membership dues.
- B. By October 1 of each year, the Board will provide the Livingston Education Association with a list of those employees who have authorized the Board to deduct annual unified membership dues or professional representation fees. The Board will notify LEA promptly of any changes in the list.
- C. All schedules and fees, together with records of any corrections or changes, shall be transmitted to the appropriate office of the Livingston Education Association on a monthly basis and no later than ten (10) days following the actual deduction.

- D. All remaining unpaid dues or fees shall be deducted from the final paycheck of a person leaving the employment of the school district before the end of the school year.
- E. Said monies, together with records of any corrections, shall be transmitted to the Executive Secretary of the LEA on a monthly basis.

15.3 OTHER PAYROLL DEDUCTIONS - Upon appropriate written authorization from the staff member, the Board shall deduct from the salary of any staff member and make appropriate remittances for tax sheltered annuities and health insurance. The number of vendors authorized to receive deducted remittances for tax sheltered annuities under this provision shall be limited to the number presently in existence (9).

## ***ARTICLE XVI—PROFESSIONAL COMPENSATION***

### 16.1 SALARY SCHEDULE

- A. The basic salaries of teachers/specialists covered by this Agreement shall be set forth in Appendix E which is attached to this agreement. The salary schedule is based upon one hundred eighty-seven (187) days or equivalent hours for full time employment. The basic salaries of the school nurse(s) covered by the Agreement shall be set forth in Appendix G.
- B. A new teacher salary matrix will be in effect for the 2020-2021 school year with a base salary of \$38,000. The base salary of the 2021-2022 teacher's salary will increase by 1.5%. All rounding will be up and down to the nearest \$1. A new salary matrix will be in effect for the 2020-2021 school year for school nurse's. The initial 6 month salary has been revised. Each cell of the nurse's 2021-2022 salary schedule will increase by 1.5%.

### 16.2 EXPERIENCE CREDIT

All staff members shall be given credit on the salary schedule for their years of outside teaching/nursing experience in any school district in the State of Montana or other teaching/nursing experience in a school district accredited by a recognized accrediting agency up to a maximum of seven (7) years. No other types of experience will be granted except at the discretion of the Board.

### 16.3 SCHEDULE ADVANCEMENT

- A. SCHEDULE ADVANCEMENT - Movement on the salary schedule shall be limited to only one (1) column lateral movement and to only one (1) step advancement on the experience level of the salary schedule per year. Exception

shall be granted when credits are earned under sabbatical leave. Movement on the salary schedule laterally to Masters column shall be allowed upon completion of a verified Masters degree.

B. COLLEGE COURSE WORK CRITERIA - Credit on the salary schedule will be granted for classes taken in the teachers' area of certification, graduate classes taken in enrolled educational Masters or PhD programs, or a new endorsement when the district has hired the teacher into a new position and said teacher is working toward certification. In addition, continuing education credits that are certifiable through the Montana Office of Public instruction may be used in conjunction with college credits as defined in 16.3 B. 2. A new hire to the district will be placed on the salary schedule based on years of teaching experience and college credits only. Only continuing education credits earned after employment as a teacher with the Livingston School District will be considered for lane advancement. The start date for use of continuing education credits for all teachers shall begin during the 2018 -2019 school year. All Continuing education credits must be dated no earlier than 7-1-2018. This provision for use of continuing education credits shall continue for a period of two additional years (ending at the conclusion of the 2021-2022 school year) at which time the use of continuing credits shall end for advancement on the salary schedule.

1. Credits earned through course work required by the District or State (Office of Public Instruction) to complete an educational endorsement shall be eligible for advancement on the salary schedule.
2. Credits for advancement to the BA + 50 column from the BA + 40 column must be graduate level unless prior approval has been granted by the superintendent. Credits for column advancement up to the BA + 40 column may be a combination of approved continuing education credits not to exceed one half or 5 (five) of the 10 (ten) semester hours needed to move to the next column on the salary schedule. A total of 15 (fifteen) hours of continuing education credits will equal 1 (one) semester hour of credit. A teacher seeking column advancement may use a combination of approved continuing education credits not to exceed one half or 5 (five) of the 10 (ten) semester hours needed to move to the next column on the salary schedule for a maximum of 2 (two) columns during their tenure in the Livingston School District.
3. All 100 and 200 level courses taken to enhance the current teaching position must have prior approval by the superintendent to qualify for movement on the salary schedule.

4. If there is a question of the superintendent's decision concerning the granting of credit on the salary schedule, a committee of four (4) composed of two (2) teachers and two (2) administrators will review the credits to determine whether they will be acceptable. In case the committee ties in its decision, the matter will be referred to the Board.

#### 16.4 COLLEGE CREDITS

- A. CREDITS EARNED DEADLINE - Credits for advancement on the salary schedule may be earned until the end of summer school preceding the beginning of the school year. Teachers/specialists must notify, through submission of the lane change form to the superintendent's office in writing of their intention to advance by April 1. The form is posted on the school district website.
- B. ADDITIONAL CREDITS - Documentation of additional professional preparation, if sufficient to advance the teacher's/specialist's preparation status, shall be submitted to the Superintendent. This documentation, in the form of an official transcript, sent directly from the college or university, must be filed with the superintendent's office not later than sixty (60) days after the beginning of the school year.
- C. Failure to comply with provisions 16.4 A and 16.4 B will result in no salary increase until the following contract year.

#### 16.5 MASTER'S DEGREE

- A. Teachers/specialists who earn a bona fide Master's Degree, or had been granted a Master's equivalence prior to July 1, 1976, shall receive seven hundred dollars (\$700.00) in addition to the amount of compensation paid on the salary schedule. The Master's Degree stipend will be prorated for teachers/specialists with part time contracts unless a Master's Degree is required for the position by the Office of Public Instruction. All those currently receiving the Master's Stipend will be grandfathered.
- B. MA+10. Definition: Personnel moving to the MA+10 column must present evidence of 10 semester credits of graduate work earned after the awarding of the MA. However, if the individual has already earned sufficient acceptable credits for placement in the BA+50 category then placement in that column will be made without requiring added hours beyond the MA.

- 16.6 DOCTORATE-Teachers/Specialists who earn a bona fide Doctorate, shall receive one thousand dollars (\$1,000.00) in addition to the amount of compensation paid on the salary schedule. The maximum stipend to a teacher/specialist who has earned a bona fide master's degree and a bona fide doctorate degree is one thousand dollars (\$1,000). The doctorate stipend is an additional three hundred

dollars (\$300) to the master's stipend. A teacher/specialist is not required to have earned a master's degree in order to qualify for the doctorate stipend. The Doctorate stipend will be prorated for teachers/specialists with part-time contracts.

16.7 National Board Certification

The District shall pay a teacher/specialist an annual stipend of 5% of the base teacher salary per year for a District approved National Board Certification. The stipend shall be paid the month following documentation stating receipt of certification. The following District criteria must be met for a teacher/specialist to be eligible for the annual stipend:

- a) The field of certification must be approved by the District.
- b) Expiration of certification shall result in the cancelation of the stipend.

16.8 PAY PERIOD - Pay day shall be the first working day of each month. The last pay check at the conclusion of the school year shall not be rendered until authorized by the principal.

16.9 NUMBER OF PAYMENTS - Each certificated employee shall notify the District Clerk in writing on a form provided by the clerk at the beginning of the school year as to whether his/her salary shall be paid in ten (10) or twelve (12) equal payments. The end-of-year lump sum payment for teachers who opt for salary being paid in twelve (12) equal payments will be issued to the teacher within one (1) week from the last day of school.

16.10 MILEAGE ALLOWANCE - Staff Members required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car allowance as set by Board policy.

16.11 OTHER WAGES AND COMPENSATION

The district shall pay a teacher/specialist the following rate for hourly work beyond that delineated in the professional agreement:

Type I: Curriculum Wages: such as curriculum work, special meetings or work requested by the building principal or district. Type I wages shall be paid when such work or time regularly exceeds the normal work day as defined in 11.4 or additional responsibilities defined in 11.11. Type I pay will be \$21 (twenty one dollars) per hour.

Type II: Instructional Wages: such as mentoring or instructional practices. Type II Pay will be \$27 (twenty seven dollars) per hour. Curriculum and Instructional wages shall be fixed at the above listed amounts through the 2024 school year. This may be negotiated for the year(s) following 2023-2024

## 16.12 INCENTING INNOVATION OF IMPROVING RETENTION OF HIGH QUALITY EDUCATORS

Stipends will be made available ranging from \$500 to \$2500 to teachers (members of LEA) who innovate and create conditions that impact the lives of students socially and academically. The total amount available/budgeted for each school year will be determined by September 1<sup>st</sup>. The School board/administration will notify LEA after September 1<sup>st</sup> regarding the total amount available/budgeted for the stipends. Monies could be used for salary, supplies, student/staff travel etc. that best align with the intent to incent innovation and retain high quality educators. A team of two LEA members and two administrators will review all applications and inform candidates with regard to the success of their proposal. The deadlines to submit proposals each school year are September 30<sup>th</sup> and January 31<sup>st</sup>.

### ***ARTICLE XVII - REQUIREMENTS PRIOR TO CONTRACTING SERVICES***

The Employer shall make every effort to retain the employees covered by this Agreement and shall not make arrangements to contract with any outside entity for any services ordinarily rendered by said employees which would jeopardize their continued employment with the Livingston Public Schools, without disclosure to the LEA sufficiently in advance to accommodate discussion between the parties of the contemplated action.

The District shall not enter into any such contract for services unless it can be proven that said contract would result in increased efficiency of operations. Such proof shall include but not be limited to obtaining the same services for less cost or additional services for the same cost.

Full financial disclosure of the costs and services of the district program as well as the costs, services, and savings to the District for the contracting of services shall be provided to the LEA no less than six months prior to the starting date of the contract or the date of the termination of District employees due to said contract, whichever shall occur first.

### ***ARTICLE XVIII—INDIVIDUAL CONTRACT OF EMPLOYMENT***

18.1 INDIVIDUAL CONTRACT - The adopted teacher's contract (Appendix C) shall be used in the employment of teachers in the Livingston School System. The adopted nurse's contract (Appendix F) shall be used in the employment of nurses in the Livingston School system. The adopted school psychologist's/speech therapist's contract (Appendix D) shall be used in the employment of school psychologists and for speech therapists.

- 18.2 RELEASE FROM CONTRACT - An application for release from contract at the end of the year shall be in writing, stating the reason for the request. It shall be submitted to the Principal who shall forward it to the Superintendent and the Board. The effective date and condition of release shall be at the discretion of the Board.
- 18.3 RESIGNATION - Resignations to take effect other than the end of the school term will be out of order except by mutual agreement. When a contract has been terminated by mutual agreement, the Board shall be obligated to pay that portion of the salary provided in this contract that has been earned up to and including that last day of service. (Earned teacher/specialist salary shall mean the total days of service under this contract as related to one hundred eighty-seven (187) days.)
- 18.4 BREACH OF CONTRACT - When a contract is terminated by unilateral action of the staff member, the annual salary will be prorated on a per diem basis for the actual time of his or her service.
- 18.5 EXTENDED CONTRACT - Teachers/specialists employed for a period longer than the regular school year shall be paid one/one hundred eighty-seventh (1/187) of their regular salary (exclusive of co-curricular pay) for each additional day worked. Extended contracts shall be limited to the house building instructor, the Vo-Ag instructor and such other teachers/specialists as the Board may ask to extend their contract year. At the discretion of the Board, the nurse may be asked to work extended contractual hours which will be paid as set forth in Appendices F & G.

#### ***ARTICLE XIX—EFFECT OF AGREEMENT***

- 19.1 CHANGES - During its term this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- 19.2 SAVINGS CLAUSE - If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 19.3 EXPENSE OF DISTRIBUTION - Copies of the Agreement entitled Professional Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. Copies shall be presented by the building principal to all staff members now employed, hereafter employed, or offered employment by the Board.
- 19.4 VOTED LEVY - Negotiated money items are dependent upon passage of the voted levy.

19.5 POWER OF AGREEMENT - Any individual contract between the Board and an individual staff member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

19.6 NONDISCRIMINATION CLAUSE - It is the policy of this school district to insure that all staff members and applicants for employment are treated equally without regard to their race, color, religion, national origin, age, marital status, ancestry, receipt of public assistance, political beliefs, physical or mental handicaps, ex-offender status, or sex; unless age, sex, ex-offender status and/or physical or mental handicap relates to a bona fide occupational requirement.

**ARTICLE XX—DURATION OF AGREEMENT**

20.1 TERM - This Agreement shall be effective from July 1, 2020, until June 30, 2022, and shall continue in full force and effect until a new agreement is negotiated. Said agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless the Association or the Board give notice to the other party, not later than December 1, of its desire to reopen certain provisions of this Agreement and/or additions to the Agreement and to negotiate the terms of these provisions. Detailed provisions shall be exchanged by both parties by January 15.

20.2 DATE OF SIGNING - This Agreement signed this October 28th, 2020

IN WITNESS THEREOF:

For the Livingston Education Association:	
_____	Susan Martenson, President Julie Bartz, President
_____	Caitlin Chiller, Secretary
For the Board of Trustees School District #4&1:	
_____	Ted Madden, Chairman
_____	D. Ellen Conley , Clerk

GRIEVANCE REPORT FORM

Aggrieved Person \_\_\_\_\_ Date Filed \_\_\_\_\_

School \_\_\_\_\_ Teaching Assignment \_\_\_\_\_

1. Date Cause of Grievance Occurred \_\_\_\_\_

2. \_\_\_\_\_

3. Action Requested or Relief Sought \_\_\_\_\_

(Attach additional sheets if needed)

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

---

LEVEL I

1. Decision of Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Supervisor

\_\_\_\_\_  
Date

2. Aggrieved Person's Response \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

---

LEVEL II or III

1. Date Received by Superintendent (Board) \_\_\_\_\_

2. Decision of Superintendent (Board) \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent (Board)

\_\_\_\_\_  
Date

3. Aggrieved Person's Response \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

APPENDIX B

**2020-2021 Grade K-8 School Calendar**

July '20						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August '20						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September '20						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October '20						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November '20						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December '20						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January '21						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February '21						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March '21						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April '21						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May '21						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June '21						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- No School for Students**
- 9/7 Labor Day
  - 9/25 PD for Teachers
  - 10/9,11/6 No School Students/Teachers
  - 10/15-10/16 MEA for Teachers
  - 11/25-11/27 PD/Thanksgiving
  - 12/23-1/1 Winter Break
  - 1/15,2/26, 4/23 PIR for Teachers
  - 2/5, 5/28 PD for Teachers
  - 3/29-4/5 Spring Break
  - 5/31 Memorial Day

- ★ **First/Last Days of School**
- 8/24 First day for A group
  - 8/25 First day for B group
  - 6/3 Last half day for all students not using Covid days

Possible change to last day of school if Covid days are used.

Calendar Template © cafendarlabs.com

APPENDIX B

**2020-2021 - Grade 9-12 School Calendar**  
**Park High School (Revised as of 8/3/2020)**

July 2020						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	PIR	PIR	BL	BL	BL	22
23	FD	25	26	27	28	29
30	31					

September 2020						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	H	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	PD	26
27	28	29	30			

6 PI

20 PI

October 2020						
Su	M	Tu	W	Th	F	S
					PD/A	3
4	5	6	7	8	NS	10
11	12	13	14	MEA	MEA	17
18	19	20	21	22	23	24
25	Q1	27	28	29	30	31

November 2020						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	NS	7
8	9	10	11	PC	PD	14
15	16	17	18	19	PD/A	21
22	23	24	V/PIR	H	H	28
29	30					

December 2020						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	PD/A	12
13	14	15	16	17	18	19
20	21	22	V	H	H	24
27	V	V	V	V		

18 PI

15 PI

15 PI

January 2021						
Su	M	Tu	W	Th	F	S
					H	2
3	4	5	6	7	8	9
10	11	12	13	G2	PIR	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
Su	M	Tu	W	Th	F	S
	1	2	3	4	PIR	6
7	8	9	10	11	12	13
14	15	16	17	18	PD/A	20
21	22	23	24	25	NS	27
28						

March 2021						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	PC	PD/A	13
14	15	16	17	18	19	20
21	22	23	G3	25	26	27
28	V	V	V			

19 PI

17 PI

19 PI

April 2021						
Su	M	Tu	W	Th	F	S
				V	H	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	PD	24
25	26	27	28	29	PD/A	

May 2021						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	PD/A	22
23	24	25	26	27	NS	29
30	H					

June 2021						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
GRD	7	LD-NF	9	LD-F	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

17 PI

18 PI

6 PI

H/V	Holiday/ Vacation
PIR/PD	PIR/PD - No School for Students
FLEX	Potential Offsite Instruction Flex (2 days)
BL	Teacher planning for Blended Learning
G&D	Graduation Day for Seniors
LD	Last Day for students (9-11) No Flex or Flex

PD/A	9 - 12 Professional Development/Academic Help (Gold Ranger Friday)
Q	End of Quarter
NS	No School for Teachers or Students (Purple Friday)
PD	First Day for all students
PC	Parent/Student/Teacher Fall & Spring Conferences
V/PIR	PIR Exchange Days: 6.5 hours will be required for 11/25

Grades 9-12 Total Pupil Instruction days: Quarter 1: 40 PI Quarter 2: 43 PI Quarter 3: 44 PI Quarter 4: 43 PI  
 Student School Day: 8:10 - 3:33 (Grade 9-12) Teacher Work Day: 8:00 - 3:45 (Grade 9-12)



Appendix D

**SPECIALIST CONTRACT**

THIS AGREEMENT, made and entered into this XX day of XXX 20XX, by and between the TRUSTEES of School District #4 and #1, Park County, Montana, hereinafter designated as the School District, and «FirstName», legally certified or otherwise qualified under the laws of the State of Montana, as a specialist, hereinafter designated as the Employee.

WITNESSETH:

- 1) That the said School District agrees to employ the said Employee, and said Employee agrees to serve as «JobTitle», a non-teaching position, for the school year beginning July 1, 2020 and continuing thereafter until June 30, 2021
- 2) That said Employee shall perform services for the School District in the position for which contracted for no less than «PostalCode» days, except as otherwise agreed to by the Superintendent of Schools. Dates and hours of duty are to be determined by the School District.
- 3) That the School District shall pay to the Employee the sum of «City», payable in ten equal installments: except upon written request of the Employee, as indicated below, the contract sum may be divided into twelve equal amounts, one of which shall be paid to the Employee at the end of each calendar month. The last three of the twelve equal amounts will be available to the Employee at the completion of this contract period.
- 4) It is agreed that, should this contract be terminated prior to completion, as specified herein, the final salary payment shall be in such an amount, when added to the total previously received, as will be equal to that part of the total salary (recorded in this contract) determined by multiplying said total salary by a fraction, the numerator of which is the number of days served and the denominator of which is the actual days of contracted service. It is further provided that, if the Employee resigns from the position without giving at least two weeks notice, then it shall be within the discretion of the School District to withhold five days of annual salary as recorded in this contract, herein named as liquidated damages caused by resignation, unless for the cause of ill health or for other imperative reasons the Board of Trustees of the School District finds such resignation necessary and accepts it to take effect without loss of pay.
- 5) That the rights and obligations of the parties to this contract shall be governed by the laws of the State of Montana and the applicable personnel policies which have been approved and adopted by the Board of Trustees of said District which are made part hereof by reference.
- 6) Pursuant to the applicable provision of the Professional Agreement between the Board of Trustees of School Districts No. 4 and 1, of Park County and the Livingston Education Association in effect for the term of this Agreement, the Teacher (Employee), if not a member of the Livingston Education Association, MFPE/NEA, authorizes and directs the District to deduct from his/her salary a representation fee in an amount certified by the Association to the District and further authorizes and directs the District to turn over such fee to the Association.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly signed in duplicate originals, each of which shall be entitled to full faith and credit.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

## APPENDIX E

FY 20-21 With New Matrix									
	FY20-21	BA	BA+10	BA+20	BA+30	BA+40	BA+50	MA	MA+10
	BASE					(or MA)	(or MA +10)		
Yrs Exp									
0	Step 1	38,000	39,330	40,707	42,131	43,817	45,569	44,517	46,269
1	Step 2	38,760	40,117	41,521	42,974	44,693	46,481	45,393	47,181
2	Step 3	39,535	40,919	42,351	43,833	45,587	47,410	46,287	48,110
3	Step 4	40,425	41,840	43,304	44,820	46,612	48,477	47,312	49,177
4	Step 5	41,334	42,781	44,278	45,828	47,661	49,568	48,361	50,268
5	Step 6	42,264	43,744	45,275	46,859	48,734	50,683	49,434	51,383
6	Step 7	43,215	44,728	46,293	47,914	49,830	51,823	50,530	52,523
7	Step 8	44,188	45,734	47,335	48,992	50,951	52,989	51,651	53,689
8	Step 9	45,182	46,763	48,400	50,094	52,098	54,182	52,798	54,882
9	Step 10	46,198	47,815	49,489	51,221	53,270	55,401	53,970	56,101
10	Step 11	47,238	48,891	50,602	52,373	54,468	56,647	55,168	57,347
11	Step 12	48,301	49,991	51,741	53,552	55,694	57,922	56,394	58,622
12	Step 13	49,388	51,116	52,905	54,757	56,947	59,225	57,647	59,925
13	Step 14		52,266	54,095	55,989	58,228	60,558	58,928	61,258
14	Step 15			55,313	57,249	59,539	61,920	60,239	62,620
15	Step 16	-	-	56,557	58,537	60,878	63,313	61,578	64,013
16	Step 17	-	-		59,854	62,248	64,738	62,948	65,438
17	Step 18	-	-			63,648	66,194	64,348	66,894
18	Step 19	NEW STEP				65,081	67,684	65,781	68,384

**\*For FY 20-21 ONLY the salary for a BA+10 at Step 14 or higher will be \$52,398.  
 The matrix for FY 21-22 (and beyond) will be based on the FY20-21 value of  
 \$52,266.**

This salary schedule is based on the 187 day teaching year  
 \$700 will be added for a bona fide Masters  
 \$1000 will be added for a bona fide Doctorate

## APPENDIX E

FY 21-22 Salary Schedule		BA	BA+10	BA+20	BA+30	BA+40 or MA	BA+50 or MA+10	MA	MA+10
YRS EXP									
0	Step 1	38,570	39,920	41,317	42,763	44,474	46,253	45,174	46,953
1	Step 2	39,341	40,718	42,143	43,619	45,363	47,178	46,063	47,878
2	Step 3	40,128	41,533	42,986	44,491	46,271	48,121	46,971	48,821
3	Step 4	40,931	42,363	43,846	45,381	47,196	49,084	47,896	49,784
4	Step 5	41,852	43,317	44,833	46,402	48,258	50,188	48,958	50,888
5	Step 6	42,793	44,291	45,841	47,446	49,344	51,317	50,044	52,017
6	Step 7	43,756	45,288	46,873	48,513	50,454	52,472	51,154	53,172
7	Step 8	44,741	46,307	47,927	49,605	51,589	53,653	52,289	54,353
8	Step 9	45,747	47,349	49,006	50,721	52,750	54,860	53,450	55,560
9	Step 10	46,777	48,414	50,108	51,862	53,937	56,094	54,637	56,794
10	Step 11	47,829	49,503	51,236	53,029	55,150	57,356	55,850	58,056
11	Step 12	48,905	50,617	52,389	54,222	56,391	58,647	57,091	59,347
12	Step 13	50,006	51,756	53,567	55,442	57,660	59,966	58,360	60,666
13	Step 14	50,006	52,920	54,773	56,690	58,957	61,316	59,657	62,016
14	Step 15	50,006	52,920	56,005	57,965	60,284	62,695	60,984	63,395
15	Step 16	50,006	52,920	57,265	59,269	61,640	64,106	62,340	64,806
16	Step 17	50,006	52,920	57,265	60,603	63,027	65,548	63,727	66,248
17	Step 18	50,006	52,920	57,265	60,603	64,445	67,023	65,145	67,723
18	Step 19	50,006	52,920	57,265	60,603	65,895	68,531	66,595	69,231
19	Step 20	50,006	52,920	57,265	60,603	65,895	70,073	68,078	70,773

The percentage increase for Step 4 is reduced to 2% going forward in order to accommodate the additional step for a BA +50

This salary schedule is based on the 187 day teaching year  
 \$700 will be added for a bona Masters  
 \$1000 will be added for a bona fide Doctorate

Appendix F

NURSE CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the TRUSTEES of Livingston School District, Park County, Montana, hereinafter designated as the School District, and \_\_\_\_\_ legally certified or otherwise qualified under the laws of the State of Montana, as a specialist, hereinafter designated as the Employee.

WITNESSETH:

- 1) That the said School District agrees to employ the said Employee, and said Employee agrees to serve as \_\_\_\_\_, a non-teaching position, for the school year 20\_\_ - \_\_.
- 2) That said Employee shall perform services for the School District in the position for which contracted for no less than 189 days, including pupil instruction related days, except as otherwise agreed to by the Superintendent of Schools. Dates and hours of duty are to be determined by the School District.
- 3) That the School District shall pay to the Employee the sum of \_\_\_\_\_ per hour, payable in ten equal installments; except upon written request of the Employee, as indicated below, the contract sum may be divided into twelve equal amounts, one of which shall be paid to the Employee at the conclusion of each calendar month, according to the pay day prescribed in the contract. The last three of the twelve equal amounts will be available to the Employee at the completion of this contract period.
- 4) It is agreed that, should this contract be terminated prior to completion, as specified herein, the final salary payment shall be in such an amount commensurate with the total hours worked and vacation and sick leave benefits prescribed in Title 2, chapter 18, sections 601-621.
- 5) That the rights and obligations of the parties to this contract shall be governed by the laws of the State of Montana and the applicable personnel policies which have been approved and adopted by the Board of Trustees of said District which are made part hereof by reference.
- 6) The individual contract is subject to the terms and conditions of the Professional Agreement between the Association and the Board of Trustees, and to the extent that the provisions of this contract and said Agreement may be inconsistent, the provisions of said Agreement shall be controlling.
- (7) Pursuant to the applicable provision of the Professional Agreement between the Board of Trustees of School Districts No. 4 and 1, of Park County and the Livingston Education Association in effect for the term of this Agreement, the Teacher (Employee), if not a member of the Livingston Education Association, MFPE/NEA, authorizes and directs the District to deduct from his/her salary a representation fee in an amount certified by the Association to the District and further authorizes and directs the District to turn over such fee to the Association.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly signed in duplicate originals, each of which shall be entitled to full faith and credit.

DATE: \_\_\_\_\_ EMPLOYEE: \_\_\_\_\_

## APPENDIX G

<b>Nurse's 20-21 Salary Schedule</b>			
	<u>Licensed Practical Nurse</u>	<u>Registered Nurse, No BA</u>	<u>Registered Nurse, W/ BA</u>
6 Months	15.10	19.93	22.20
7 months to 1 year	15.40	20.32	22.64
Year:			
2	15.71	20.73	23.10
3	16.02	21.15	23.56
4	16.38	21.62	24.09
5	16.75	22.11	24.63
6	17.13	22.61	25.18
7	17.51	23.11	25.75
8	17.91	23.63	26.33
9	18.31	24.17	26.92
10	18.72	24.71	27.53

<b>Nurse's 21-22 Salary Schedule</b>			
	<u>Licensed Practical Nurse</u>	<u>Registered Nurse, No BA</u>	<u>Registered Nurse, W/ BA</u>
6 Months	15.33	20.23	22.53
7 months to 1 year	15.63	20.63	22.98
Year:			
2	15.94	21.04	23.44
3	16.26	21.46	23.91
4	16.63	21.95	24.45
5	17.00	22.44	25.00
6	17.39	22.94	25.56
7	17.78	23.46	26.14
8	18.18	23.99	26.72
9	18.59	24.53	27.33
10	19.00	25.08	27.94

Appendix H

**Livingston School District Transfer Application**

Name \_\_\_\_\_

Current Position \_\_\_\_\_

Position applying for transfer \_\_\_\_\_

For each section please provide the necessary information and supporting material.

**Experience**

1. Provide the 3 most current evaluations.
2. Years of teaching in related area. Describe the teaching position(s) and years in each position. This can be in District or out of District.
3. Work related experience. Describe any work related experience other than teaching which may relate to the requested transfer. Provide years/summers work was done.

**Qualifications**

1. Certification Endorsement. List your endorsement. \_\_\_\_\_
2. Additional Endorsements: List any which may be related to requested transfer.
3. Undergraduate/Graduate courses taken beyond bachelors related to requested transfer. Also, please provide transcript copy.
4. Continuing Education credits related to requested transfer. Include course title and hours for each course. Provide verification of continuing education credits taken.
5. Seminars, training or conferences taken related to requested transfer. Include title, date taken and number of hours for each seminar, conference or training obtained.

**Seniority**

1. List number of years' experience in the Livingston School District: \_\_\_\_\_

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

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

Appendix I-Summation Scoring Rubric

**Rubric for Transfer Language-Based on a 115 point scale**

**Experience = 35 Points**

- 1. Evaluation Rating \_\_\_\_\_ 20 points
- 2. Years of Teaching in Related Area \_\_\_\_\_ 10 points
- 3. Work Related Experience \_\_\_\_\_ 5 points

**Qualification = 28 Points**

- 1. Certification Endorsement \_\_\_\_\_ 10 points
- 2. Additional Endorsements \_\_\_\_\_ 7 points
- 3. Undergraduate/Graduate Classes \_\_\_\_\_ 5 points
- 4. Continuing Education Classes \_\_\_\_\_ 3 points
- 5. Seminars or Training \_\_\_\_\_ 3 points

**Seniority = 22 Points**

- 1. Years of Service In-district \_\_\_\_\_ 22 points

**Interview = 30 Points**

- 1. Interview \_\_\_\_\_ 30 points

Appendix I Continued

<b>Experience = 35 points possible</b>			
<b>Evaluation Rating Based on the 3 most recent years' experience</b>	Current evaluation tool and rubric based on a maximum of 20 points		
<b>Years of teaching in related area. Each year equals 1 point up to 10 years (includes in-district/out of district)</b>	10 years = 10 points	1 year/summer = 1 point	0 years = 0 points
<b>Work related experience other than teaching. Example: research lab, public library, construction worker, artist etc.</b>	5 years/summers = 5 points	1 year/summer = 1 point	0 years = 0 points
<b>Qualifications 28 points possible</b>			
<b>Certification Endorsement</b>	Appropriate Endorsement = 10 points		
<b>Additional Endorsements</b>	Endorsements related to requested transfer = 7 points		
<b>Undergraduate/Graduate courses taken beyond Bachelors related to requested transfer</b>	15 or more semester credits (20 or more quarter credits) = 5 points	4.5 - 14 semester credits (10-19 quarter credits) = 3 points	1- 4 semester credits (1-9 quarter credits) = 1 point
<b>Continuing Education credits related to requested transfer</b>	20 or more hours = 3 points	10-19 hours = 2 points	1-9 hours = 1 point
<b>Seminars, training, or conferences taken related to requested transfer</b>	20 or more hours = 3 points	11-19 hours = 2 points	1-10 hours = 1 point
<b>Seniority = 22 points possible</b>			
<b>Each year of experience in district represents 1 point, up to 22 years</b>	22 years = 22 points		1 year = 1 point
<b>Interview = 30 points</b>			
<b>Interview – Using interview rubric</b>	Calculated based on the percentage of total points earned		

## Appendix J

### **Interview Questions and Rubric for Voluntary Transfer**

The interview team will develop a minimum of 5 questions to be used during the interview of internal candidates that are appropriate for the position. Each applicant will have the same interview questions used for the transfer position being sought. The scoring rubric shown below will be used to score each of the questions based on a scale of 0 to 4.

#### **Scoring Rubric**

4 = Exceptional and complete answer to question being asked.

3 = Good and moderately satisfactory answer to question being asked.

2 = Adequate but lacking a complete answer to question being asked.

1 = Somewhat adequate but severely limited response to question being asked.

0 = Insufficient answer. Did not address question being asked.

Appendix K

Incenting Innovation Application

The Board’s intent, through the negotiations process, is/was to further create the conditions to both retain high quality educators as well as further incent innovation in the Livingston School District.

Purpose of the Document

To serve as a guide for staff interested in applying for an Incenting Innovation Mini Grant.

District Strategic Direction the proposal aligns with (Encouraged, not required)

Trauma Informed Practice		Live Well 49	
Suicide Prevention		Community to Classroom	
Early Childhood Coalition		Community School Collaborative	
Livingston Education Foundation		Education for Economic Development	
Finance and Facilities Planning			

Brief description of the proposal:

How will students specifically benefit from this work?

Are you working independently or collaborating with others?

Detail out specifically how the funds will be used i.e. salary, travel, supplies, equipment, etc....

How do you intend to assess the impact of your proposal/work so that evidence of impact is clear i.e. Student Engagement, Student Safety, Relationships, Communication, Enrichment etc.?

Name: \_\_\_\_\_

Grade/Department: \_\_\_\_\_

School: \_\_\_\_\_

Deadlines for proposals are:

September 30<sup>th</sup> and January 31<sup>st</sup>

Please submit your proposal to the District Office

A team of two LEA members and two administrators will review all applications and inform candidates with regard to the success of their proposal.