

Master Contract

2024-2025

Browning Public Schools

and

Browning Federation of Teachers

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- This Agreement is entered into this _____ day of _____ between the Board of Trustees of School District No. 9 of Browning, Glacier County, State of Montana, acting in the name of said District, hereinafter referred to as the "Board", and the Browning Federation of Teachers unit, Glacier County, an affiliate of MFPE, NEA, AFT and AFL-CIO, State of Montana, hereinafter referred to as the "Federation."

I. DEFINITIONS:

A. Immediate family includes:

1. employee's spouse (or domestic partner)
2. any legal member of the employee's household
3. any parent, child, grandparent, grandchild, corresponding in-law or siblings
4. aunts and uncles, and nieces and nephews related through consanguinity.
5. Legally adopted, half, and stepfamily members are also included in immediate family.

B. Vacancy: A vacancy shall be defined as any bargaining unit opening or new position in the district that has not been filled by the reassignment of employees.

C. Layoff: Loss of employment due to a reduction in staff, or the loss of employment due to the elimination of a teacher's assignment.

II. PREAMBLE

The Browning Federation of Teachers, Local #2447, MFPE, National Education Association, American Federation of Teachers, AFL-CIO, represents teachers.

Therefore, this Agreement contains provisions for a system of communication and consultation whereby the representatives of the Federation and Superintendent shall meet to discuss matters relating to the implementation of this Agreement. It is hoped that a broad interchange of ideas will contribute in a significant measure to the advancement of public education in Browning.

If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to immediate negotiations with the Federation.

III. DURATION

All salary schedule provisions of this Agreement shall become retroactive from the 1st day of July 2024, following ratification by a simple majority of the voting members of the Federation, and approval by the Board, and shall continue in effect until the 30th day of June 2025. Retroactive pay for all teachers employed for a full school year will be paid prior to July 1, 2024.

IV. UNIT RECOGNITION

The Board recognizes the Federation as the exclusive representative for the members of the appropriate unit which shall consist of all Teachers of the school district who are certificated in Class 1, 2, 4, 5, 6 and 7 licenses issued by the Office of Public Instruction, or whose position calls for or requires such certification. Further, the term "teacher" shall include the appropriate unit of technology integration specialist, instructional coaches, speech/language pathologists, speech

clinicians, physical therapists, occupational therapists, school psychologists, licensed nurses, social workers, librarians, counselors, and data coordinators (which requires licensure by the State of Montana in order for them to perform their duties) employed by the Board on matters of salary, hours, other conditions of employment, or in regard to any grievance as mentioned in Section 39-31-306, MCA. In addition, the Board recognizes that the Federation also represents similarly licensed Registered Nurses for purposes of this Agreement.

The appropriate unit shall exclude the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Curriculum Coordinator, Human Resource, Assistant Directors, Administrative Directors, Home-School Coordinators, and Substitute Teachers.

Any expenses incurred by the Board in the performance of Federation business shall be reimbursed by the Federation (e.g., printing, telephone calls, postage, paper, etc.).

V. POWERS OF THE BOARD--POLICY AND OPERATION

The Board has, and shall retain without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law to establish school policy of operation.

- A. All existing policies and procedures which heretofore have been in force and effect as clearly established policy outlined in "Adopted Board Policies", School District No. 9, Glacier County, Browning, Montana, shall remain in full force and effect unless expressly modified or rescinded by the Board of Trustees.
- B. All teachers will have access to an official copy of the School Board Policies in their respective building in the main office. The district website maintains current school board policies.
- C. The Board will require that the Federation assume the responsibility for any interpretation of the Agreement which may be given by the Federation's building representatives to their faculties and for correcting any errors resulting from misinterpretations of the Agreement.
- D. Teachers recognize that their primary job is teaching, and if any outside employment is deemed to interfere or does interfere with the performance of their primary job in the discretion of the Board, they will not accept nor continue in any employment deemed to present a conflict of interest with their primary job.
- E. A Teacher contracted by the Board of Trustees for the first time or thereafter shall be allowed up to five (5) years previous teaching experience in their professional field of study including but not limited to at an accredited K-12 public or private institution as a licensed teacher. The Board shall have the right to allow more experience when necessary to fill a position. At least one-half of the school year, presently, ninety-four (94) days or more employment, in the District will be considered one (1) year for experience on the salary schedule, but less than ninety-four (94) days will not be credited. Experience for steps must be verifiable and for a minimum of 94 days in a contracted position during a school year to count as a full year for placement.
- F. Transfers: The movement of an employee to a different assignment, grade level, subject area or building shall be considered a transfer.

1. Voluntary Transfer. A teacher may apply for a transfer within the School District for the ensuing school year, provided a written request is filed with the Superintendent of Schools. Current qualified licensed staff shall be given consideration for any vacancies which may occur.
 - a. Receipt of the request will be acknowledged in writing by the Superintendent or his/her designee.
 - b. All applicants for any position shall be notified when that position has been filled.
 - c. Any newly created position or vacancy may be applied for at the time of advertising.
 2. Involuntary Transfers.
 - a. When reassigning involuntarily transferred teachers, the district will meet with the teacher to be transferred to discuss the teacher's wishes, giving due consideration to seniority in the District. Further, the District shall, upon request of the Teacher, furnish in writing the employee status change.
 - b. Teachers who receive notice and are transferred to another building shall be reasonably assisted by the school district in moving materials and supplies to the new site of their classroom.
- G. Notices of vacancies (see vacancy definition) shall be posted District webpage and districtwide email distribution for ten (10) working days before the closing date for applications, except during June, July and August. During those months, when school is not in session, such vacancies shall be advertised in the local newspaper, local resources, OPI and District website. During August, however, there need not be a ten (10) working day waiting period before the closing date for applications.
- H. Reduction Layoff and Recall of Tenured Teachers
1. In the event of a reduction layoff (see layoff definition), the following shall be applicable:
 - a. The Federation recognizes:
 - (1) the exclusive right of the Board to determine if and/or when personnel and operational cuts may be made; and
 - (2) the exclusive right to determine the area in which such cuts shall be made.
 - b. If for any reason the Board anticipates a reduction of staff, prior to taking formal action, consultation with the Federation to receive recommendations regarding priorities shall take place.
 2. After determining which areas are to be reduced in force, the Administration will publish a list of these areas. Any layoffs will be made in accordance with a teacher's seniority.

Seniority will be defined as the total number of continuous years employed by the district as a teacher (as defined in Article IV). In the case of equal seniority, a teacher with a more advanced degree or multiple endorsements will be considered over a lesser degree. In the event an advanced degree and multiple endorsements become conflicting

considerations, the Board of Trustees retains the right to retain whichever best meets the needs of the district.

a. Certification and Education

An advanced degree in the teaching area to be reduced shall be considered over a lesser degree (i.e., a Master's Degree in English over a Bachelor's Degree in English; a major in English over a minor in English).

b. Documented Performance within the District

For purposes of this criterion, only formal staff evaluations and disciplinary memoranda shall be considered.

3. The Board shall notify teachers of their impending layoff no later than sixty (60) days prior to such layoff.
4. Teacher(s) who are to be laid off in one department and who have the requisite qualifications for a position in a second department shall have the right to request a position in that department.
5. Teachers being recalled shall be notified by letter at the address recorded at the Administration Office. A copy of such notice will be mailed to the Federation Office or President. If the teacher fails to respond within fourteen (14) working days from the date of receipt of registered mail, the Board will deem it to be a resignation.
 - a. In recalling teachers, the criteria outlined above in 2. a. - b. shall apply.
 - b. No new teacher shall be hired until all laid off teachers who are fully qualified and certified in that position have been given an opportunity for recall.
6. The parties agree a teacher's eligibility for recall shall terminate if they:
 - a. Resign, or their employment by the Board otherwise terminates.
 - b. Fails to respond to their recall notice within fourteen (14) working days of their receipt of such notice by registered letter and/or fails to report to the teaching assignment to which they are recalled.
 - c. The recall provisions listed above shall be null and void after a period of eighteen (18) months from the last date of employment.

I. School Year and Days:

1. Monday, Tuesday, and Thursday, 8:00 A.M. to 4:00 P.M. *
2. Wednesday, 8:00 A.M. to 5:00 P.M. *
3. Friday, 8:00 A.M. to 3:00 P.M.*

* unless mutually agreed upon by the Building Administrator and employee
4. If the last day of the workweek is a day other than Friday, and an extended day Wednesday has been worked, early release will occur on the last day of the workweek.
5. If the first Friday of teacher's general work year starts in August or September, the workday may be extended to comply with OPI's PIR day required time rules.

6. For Wednesday of the MFPE Educators Conference week the workday shall be 8:00 A.M. to 3:00 P.M. Individual teacher contracts that may vary from this schedule must be agreed to in advance by the teacher and Principal/Supervisor.
 7. In the event school is released early due to unforeseen circumstances, certified staff may leave once bus duty is completed unless they are relocated to a safe site.
 8. If any missed hours are not scheduled to be made up in the same pay period, teachers shall receive full pay for the day without any charge against either Sick Leave or Personal leave.
- J. The length of the school year shall be one hundred eighty (180) days of instruction plus seven (7) PIR days.
- K. Drug testing shall be performed in the following situations:
1. Pre-employment
 2. Reasonable suspicion of an employee: If the district has reason to suspect that an employee's faculties are impaired on the job as a result of the use of a controlled substance, prescription medication or alcohol, the employee may be required to submit to drug or alcohol testing conducted in accordance with state law and school board policy.
 3. No adverse action, including follow-up testing, may be taken by the employer if the employee can demonstrate that a positive test result was not caused by the consumption of alcohol, or the illegal or unauthorized use of a controlled substance or a prescription medication. If a positive test result is determined to be unfounded, the test results will be removed from the employee's record and destroyed.
 4. Post-accident testing per MCA 39-2-205 through 39-2-211 and 39-2-304, for all employees.
 5. Random testing, as well as the other forms of testing listed above, for employees' subject to DOT regulations.

VI. SALARIES AND OTHER BENEFITS

- A. The salary schedule for all teachers employed by the Board is covered by this Agreement and is set forth in the Certified Salary Schedule attached hereto and made part hereof. All salaries will be updated and retroactive to the new 2024-2025 salary schedule.
- B. Insurance for the year 2024-2025:
1. The Board agrees to pay \$1585.08 per month toward health insurance benefits for each permanent, full-time insurance participating employee who holds a regular teaching contract and works more than 30 hours per week during the contracted school year and for the term of this Agreement.
 2. Each employee covered under this agreement will contribute an additional \$6.12 per pay period for a total of \$119.26 per month for the 2024-2025 fiscal year (July 1 – June 30).
 3. Should the premiums change during the 2024-2025 fiscal year the Board and the Union agree to meet and bargain the insurance portion ONLY of this negotiated agreement.

4. The Board and each teacher shall pay these contributory amounts toward the health insurance benefits plan for each permanent, full-time insurance participating employee who holds a regular full-time teaching contract during the contracted school year and for the term of this Agreement. See Article V (I & J).
 5. The Board agrees to pay the above amount toward health insurance benefits plan each month on a pro-rata basis for each insurance participating less than full-time employee. "Pro-rata" means, as an example, the Board agrees to pay 25% of the aforementioned amount for insurance participating employees employed for and working .25 FTE.
 6. Each insurance participating employee agrees to pay any remaining composite rate premium cost of health insurance by way of payroll deduction.
 7. Insurance coverage will continue to be paid through the months of June, July and August even when the employee leaves the District.
 8. For non-participating employees, the District has no financial obligation to the non-participating employees, the Union, the Bargaining Unit, the Insurance Plan, the Insurance Program and/or the Insurance Company/Trust.
 9. The School District shall arrange for participation in the following group insurance program for eligible Teachers (and their families) employed by the School District and who enroll in the program.
 - a. A Health and Major Medical Insurance Plan.
 - b. A Dental Insurance Plan
 - c. An Optical Insurance Plan
 - d. A \$10,000 Term Life Insurance Plan
 - e. Notwithstanding the foregoing, insurance coverage will end upon discharge of the employee or failure to complete a teaching contract.
 10. The District shall notify all personnel who are no longer eligible for insurance coverage at District expense of their right to participate in the same plan. Notification shall be made as soon as possible.
 11. It is understood that the District is responsible only for turning over the correct amount of contribution to the insurance carrier, and that the District is not a carrier and is not liable for the payment of any claim.
 12. A Federation Insurance Committee may make recommendations to the Superintendent in writing regarding insurance issues.
- C. A teacher is eligible for a horizontal increment on the salary schedule provided he/she obtains credits beyond his/her degree from an accredited institution of higher learning.
1. Ten (10) semester credits (or equivalent quarter credits) will be required for any such movement.
 2. To move horizontally from BA to MA, a teacher shall submit a plan of graduate work that meets with the prior approval of the Superintendent of Schools or designee, with the final approval resting with the Board.

3. To move horizontally from MA to MA+10, a teacher shall obtain prior approval of the Superintendent of Schools or designee for any additional graduate credits to be earned. All references to credits are semester credits.
 4. Credits beyond BA must be in a Master's program or for certification in additional endorsement, or if beyond MA, in school/education-related courses approved by Superintendent or designee. Placement for lanes subject to validation of original transcripts by Superintendent or designee.
 5. Notification of intent to move on the schedule must be made in writing to the Superintendent prior to April 1st preceding the school year in which the advancement is to take effect.
 6. Verification of credits earned must be on file in the Personnel Office by October 1st.
 7. Adjustments to salary will be made within thirty (30) working days of verification of credits earned. Advancement on the salary schedule shall be effective on the first day of the school year; however, the salary differential shall be delayed until the verification of credits earned is on file in the Personnel Office and will be adjusted into subsequent pay checks.
 8. Emergency Hire staff need to complete a program by year three (3) or they may not be offered an additional contract.
- D. A teacher will receive his/her salary on a twelve (12) month basis. For less than a full school year contract, salary will be paid equally over the remaining scheduled installments.
1. All certified staff will be paid every two (2) weeks unless those days fall on a weekend or on a holiday, in which case payday will be moved up to the preceding Friday or preceding day, whichever is applicable.
 2. One final installment will be paid within five (5) business days following the end of the school year providing all requirements for completion of assigned duties for the school year are satisfactorily met.
- E. If any session of the Montana Legislature or the Federal Government reduces funds available to the School District during the term of this Agreement, the School District may give notice to the Federation, within sixty (60) working days after such reduction is final, of the District's intention to renegotiate salaries set forth in the Certified Salary Schedule.
- F. Severance Pay: Each teacher, upon separation from the District, shall be compensated for unused sick leave no later than 30 days following such separation, provided employee has no outstanding obligations to the district, as follows:
1. No severance pay will be paid to non-tenured teachers.
 2. \$200 per day of unused sick leave.
- G. Staff Lounges
1. Each building shall include a separate certified staff lounge. This area is not for student or storage use.
- H. Moving Incentive — see addendum A.

VII. LEAVES OF ABSENCE

A. General Provisions

The following rules shall apply to all leaves of absence:

1. All employees on approved leave shall retain seniority rights.
2. The District shall notify in writing all personnel on approved leave of their right to participate in the District insurance plan at their own expense prior to the leave of absence.
3. No increment on the salary schedule shall be lost unless the leave, excluding school-related leave, is for more than ninety-three (93) days.
4. Requests for leave must be in writing or online through the District's approved platform and must be directed to the Building Administrator.
5. At the expiration of a leave, if a teacher does not return or no extension has been granted, he/she may be removed, and employment terminated after a hearing before the Board.
6. The Board reserves the right to add to the lengths and/or benefits contained in this leave section, and to create other forms of leave, all at the sole discretion of the Board and without creating precedent.
7. The Board of Trustees is the final authority for granting or rejecting leave requests.
8. Immediate family is defined on the definitions page.

B. Leaves of Absence with Pay

Teachers taking the following leaves of absence shall retain their rights to all District benefits and salaries.

1. Sick Leave

- a. Sick Leave shall be allowed for personal illness, illness in the immediate family, or when weather conditions deem it impossible to get to work because the roads leading to the school have been closed by the Montana State Highway Department, The Blackfeet Tribe, the Bureau of Indian Affairs Roads Department, or the Glacier County Roads Department.
- b. A first (1st) year teacher's leave will not be credited until after 10 working days into the first (1st) year contracted with the district. (This is to include any former teacher who has been rehired under a new contract regardless of years with the district.)
- c. Each teacher shall be allowed fourteen (14) days of sick leave per year, accumulative to a total of one hundred (100) days.
- d. Whenever a teacher accumulates more than the maximum number of days, the teacher shall have the option:
 - (1) to be paid at the rate of \$100.00 for each day accumulated beyond the maximum allowed payment to be made at the end of the school year; or

(2) to donate days beyond the maximum allowed to the Central Sick Leave Bank.

2. Personal Leave

A total of eight (8) days may be used for Personal Leave and will be deducted from the current year Sick Leave credited. No more than five (5) days may be used consecutively. No more than 5 days may be used in any semester. Personal Leave days may not be used the day prior to or immediately following a holiday recess. Personal days cannot be combined with Sick Leave, AWOL, Leave Without Pay, and/or any other leaves to extend a holiday recess.

- a. Advance Notice — Teachers must notify their respective supervisors at least forty-eight (48) hours in advance of their intention to take Personal Leave as evidenced by submission of a completed leave request form.
- b. In the event of an emergency, the following applies:
 - (1) An "emergency" is an unforeseen or unpredictable event or combination of circumstances that calls for immediate action and such action requires the absence of the teacher.
 - (2) The teacher must return to work as soon as possible when the emergency no longer exists.
 - (3) The teacher must provide written or digital documentation which validates the emergency.
 - (4) Failure to comply with these emergency provisions will result in unapproved absence without pay and may lead to disciplinary action.
- c. **Leave Cap** — A supervisor may deny Personal Leave if more than three (3) of his or her teachers have requested Personal Leave on a particular day. Personal Leave will be approved from signed leave request forms or online through the District's approved platform on a first-come-first-served basis.
 - (1) Such requests will be submitted to the supervisor or his or her designee for leave requests who will affix date of receipt.
 - (2) Leave requests submitted on the same date for the same date(s) of leave will be decided by seniority as defined in Article V(H)(2).
- d. **Non-Accumulative** - Personal Leave is non-accumulative. Unused or unpaid Personal Leave reverts to and is added to Sick Leave on June 30 of each year.

3. Professional Leave [School Related Leave]

Each teacher may be granted Professional Leave to attend a conference, workshop, or other professional development program of his/her choice, or the Board's choice, with the approval of the Superintendent or designee.

- a. Such leave shall not be charged against either Sick Leave or Personal Leave.
- b. The District may assume any or all of the costs associated with such Professional Leave.
- c. Such leave is considered in addition to any other Professional Leave required by the Board as a condition of employment.

- d. A Union representative will be granted paid release time to attend meetings with the employer relating to the administration of this agreement if such meetings are scheduled during the school day.

4. Funeral Leave

Three (3) days leave shall be granted for each death in the immediate family. Immediate family is defined in the definitions section:

- a. Funeral Leave shall not be deducted from either Sick or Personal Leave.
- b. Additional days may be granted by the Superintendent or designee in the event of unusual distance or other circumstances.

5. Sabbatical Leave

Sabbatical Leave for certified personnel employed by School District No. 9 shall be granted for up to one full school year at one-half pay. However, in any school year, the number of teachers granted the request shall not exceed two per building.

- a. To qualify for consideration for such leave, the teacher should have taught in the Browning system at least six (6) years, and there must be six (6) years of service between requests.
- b. Applications for Sabbatical Leave shall be submitted in writing to the Superintendent at the earliest possible date, but in no case shall this be after March 1st of the current school year.
- c. The teacher submitting the application will be notified of the Superintendent's decision by April 1st of the current year.
- d. That Sabbatical Leave will be granted for the upcoming school year.
- e. Sabbatical Leave requiring less than one (1) year will be considered pending qualified replacement. Details will be negotiated.
- f. A Sabbatical Leave may be granted for one of the following reasons:
 - (1) For formal study at an accredited college or university toward an advanced degree.
 - (2) For research work under the guidance of competent research personnel.
 - (3) Advanced study for a specialty program.
- g. The study or research plans for the year, together with the application, must be presented in sufficient detail from which an evaluation may be made. Such plans and application must be provided to the Superintendent for approval prior to March 1.
- h. After consideration of all applications, the Superintendent shall present each request to the Board at the first Board meeting in March, along with a written recommendation for acceptance or rejection.
- i. The teacher involved shall be asked to be present at the meeting when his/her request comes up for consideration by the Board. During the Sabbatical Leave, the teacher will receive one half of the salary he/she would have received for teaching in Browning. Such pay will be paid in accordance with Article VI(F).

- j. To protect the Board against the teacher's failure to return to his/her teaching position, the teacher shall execute an interest-bearing note for the amount of salary received. This note shall be paid off by one of two methods at a stated annual interest rate of 18%. Repayment obligation shall include payment of collection costs.
 - (1) The note shall diminish by an amount equal to one-twentieth for each eighteen days of service rendered.
 - (2) The note shall, upon failure of the teacher to return to the system to teach, be payable to the District in twenty installments, beginning with October 1 of the year the teacher should have returned and continuing for the next twenty-two months, excluding the intervening July and August. The teacher shall, after notifying the Board that he will not return, have the option of paying the note in full with interest prior to September 1 of the school year he would have assumed his normal teaching station. Enforcement of this note is assigned to the most appropriate court of jurisdiction; the Blackfeet Tribal Court or the District Court of Glacier County. The Court has the authority to award attorney fees, court costs, and other fees and penalties as the Court sees fit.
 - (3) Failure to return the second year would require that the teacher make the ten payments in the same manner as the second plan above with the same effective interest rate.
 - (4) During the Sabbatical Leave the teacher shall not be allowed to hold any full-time teaching position with a K-12 educational institution. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.
 - (5) Teachers on Sabbatical Leave will file a progress report with the Superintendent periodically during the leave to substantiate that the program criteria are being met.

6. Court/Juror Duty

- a. Teachers will notify the Building Administrators promptly upon receipt of a jury duty summons.
- b. In the event a teacher serves on jury duty on a school duty day the Teacher shall receive their salary. Court/Jury duty leave may not be charged against either Sick Leave or Personal Leave. If the employee receives any jury duty compensation from the court, such compensation shall be remitted to the District Office within ten business days following receipt of such payment. The Teacher shall retain any expense or mileage allowance paid to him/her by the Court.
- c. Leave must be granted in any case in which Teacher is legally bound to be absent from school duty. This applies specifically to court/jury orders. Request must be made in writing prior to absence. Leave may not be charged against either Sick Leave or Personal Leave and will be documented under Court/Jury Duty Leave.
- d. This leave shall not apply in the event that a teacher is the appellant or defendant in a legal proceeding unless such legal proceeding is a result of, or involves school-

related activities, so long as the teacher is not suing the District or the District suing the teacher.

C. Leaves of Absence without Pay

1. Extended Leave

Employees who have earned tenure may be granted leave of absence without pay or benefits for a period not to exceed one year, upon recommendation of the Superintendent or designee and subject to approval of the Board. The Board may extend this leave at its discretion. Employee will not be granted extended leave to work or teach in another school or K-12 institution without approval of the Superintendent.

VIII. THE CENTRAL SICK LEAVE BANK

The Bargaining Unit will be in charge of operating the Bank and granting or rejecting leave requests. Bank data shall be maintained by the Board.

- A. Any certified staff member may, at that staff member's discretion, on an annual basis donate sick leave to another teacher who is in need, or the Sick Leave Bank as they wish during the current school year but must retain a minimum of 24 hours of Sick Leave.
- B. The Sick Leave recipient shall have exhausted all Sick Leave attributed to a personal illness or an illness in the immediate family as defined in the definitions section.
- C. Donors should notify the Union President and Vice-president, who will in turn notify the District so the leave can be deducted from their leave and placed in the designated staff members Sick Leave or the Central Sick Leave Bank.
- D. The District shall furnish an updated Central Sick Leave Bank report each quarter to the Union for their records.
- E. Prior to this contract the Union will provide Administration with the number of donated hours it has in its records to allow for current record keeping being managed and jointly reviewed.

IX. DUTY FREE TIME

- A. Each certified staff shall have preparation time during the educator's duty day. This prep time is to be used for purposes of independent planning or preparation. Each educator shall have no less than 45 consecutive minutes uninterrupted, duty-free, and self-directed preparation time by the certified staff members. Nothing herein shall prohibit the educator from using a reasonable portion of this time for a break. The teacher prep time must be in an educators' building, unless they notify their building principal of a reason to leave the building.
- B. Teachers (K- 12) will be allowed a minimum 45-minute duty-free lunch period. It is understood that the elementary teacher (K-6) often has the obligation to take students to the designated lunchroom. The 45-minute duty free lunch begins after that obligation has been completed. Any teacher leaving the building during the lunch period shall inform the Building Administrator or his/her designee.
- C. The School District may seek volunteers to do lunch duties from the teachers on a semester basis. Volunteers must work the whole semester. Teachers who volunteer to work their

lunch duty time and do not receive any 45-minute lunch time, will be paid at the current bargained rate of \$25.00/hour plus lunch. The number of Certified Staff that are allowed to work their lunch will be at the Building Principal's discretion.

- D. All certified staff will sign up on a first come-first-served basis to volunteer for at least two (2) activities to support students outside of the regular duty day. These planned activities will be scheduled by the Building Administrator. Flexibility will be allowed for emergency situations with approval by the Building Administrator.

X. JOB SHARING

The District may negotiate a job-sharing program with interested and qualified individuals. Such negotiations shall cover assignment, working hours and benefits.

XI. USE OF SCHOOL FACILITIES

The teachers' organization recognized by the Board of Trustees may meet once each month at 3:30 p.m. A schedule of these meetings shall be provided to the Building Administrators at the beginning of each school year.

XII. MEET AND CONFER

The Board and the Federation hereby agree to establish procedures wherein representatives of the two parties shall meet and confer toward the resolution of matters with respect to matters affecting working conditions. Upon agreement by both parties, the conclusion shall be put in writing and signed by representatives of the Board and the Federation. Any agreement shall apply to all District teachers.

XIII. DUES DEDUCTIONS

- A. The Board shall deduct from the salaries of certified staff all dues for membership in the Browning Federation of Teachers and the Montana Federation of Public Employees upon request by the individual certified staff member. Authorization to make deductions shall be given through forms provided to each certified staff member.
- B. Fees.
 1. Browning Federation of Teachers (BFT) as the exclusive representative of all licensed staff as described in Section IV of said Contract shall represent all such persons fairly, whether or not they are members.
 2. No member shall be required to join said Federation, but membership shall be available to all licensed staff.
 3. BFT will certify the amount of the dues and a list of members to the School District by October 1. Authorization will be kept in the payroll file. The School District shall collect the dues from members and transmit the monies to the Federation.
 4. Hold Harmless Clause: BFT agrees to indemnify and hold harmless the District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of this agreement for dues deductions. This provision is not intended to absolve the District of any errors that it may make prior to transmittal of funds to the Exclusive Representative.

XIV. PERSONNEL FILES

- A. No file, or any other material, record, or the like, should be kept on any teacher, for any purpose, without his/her knowledge.
- B. Each teacher's personnel file shall include, at a minimum:
 - 1. current teaching certificate(s)
 - 2. current transcript(s)
 - 3. proof of completion of required qualifications for certified staff
 - 4. record of previous teaching employment
 - 5. formal evaluations
- C. Disciplinary Communications
 - 1. No tenured teacher shall be terminated without just cause.
 - 2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her dated signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the content.
 - 3. The teacher shall have the right to rebut any derogatory material in writing, and such rebuttal shall be attached to the file copy.
 - 4. Materials may be removed from the files by written mutual consent of the teacher and Superintendent if the material derogatory to the teacher no longer pertain to the teacher's job performance.
 - 5. The School District shall establish a past practice file. All such files will have the name removed and be numbered. The Superintendent shall be the sole keeper of the numbered-name list. The Union President shall, at the president's request, twice a year review and inspect the past practice file procedure with the Superintendent. The past practice file will be under lock and key.
 - a. A past practice file shall contain personnel files of former employees, documents removed from current employees' personnel files and/or investigation reports of incidents which did not result in disciplinary action.
 - b. An employee's records in the past practice file shall not be used to evaluate and/or discipline the same individual employee.
 - c. The information in the past practice file may only be used to substantiate and/or clarify past instances.
 - d. An employee has access to his/her file and may grant access to the Union.
 - e. Each file (including personnel file) shall have an access list in the front that must be signed and dated by any person accessing the file.
 - f. The Superintendent is solely responsible for the access to these records.

- g. The Union President, solely, will be allowed access through the Superintendent at any time the Union has a question of how discipline has occurred in the past. These files may be filed by incident as well.
- D. Derogatory communications of a non-professional nature, i.e. unsubstantiated remarks and items of hearsay, shall not be placed in a teacher's file.
- E. Official grievances filed by any teacher under the grievance procedure as outlined in this Agreement shall not be placed in the personnel file, except as provided for in the grievance procedure; nor shall they be used in any recommendation for job placement.
- F. Upon request, the teacher shall have the right to see and to reproduce any material in his/her personnel file.
- G. Persons authorized to have access to personnel files are limited to Administrators, the individual teacher, or written authorized agents of the Administrators, or individual teacher. Nothing shall prohibit any personnel file from being used as an exhibit in an arbitration, court, School Board hearing or administrative hearing. It is understood confidential secretaries will have access to personnel files to perform routine clerical duties.

XV. EVALUATION AND DISMISSAL

- A. All instructional employees shall be governed by the tenure laws of the State of Montana.
- B. All tenured teachers shall be evaluated each school year prior to the end of March. Probationary and non-tenured teachers shall be evaluated at least twice during the school year prior to the end of November and prior to the end of February. In an event of an emergency which will delay an evaluation the Superintendent and BFT Officers may agree to a later date.
- C. The evaluation process is to determine the proficiency and ability of teachers and shall be in accordance with federal laws, the laws of the State of Montana, and policies of District No. 9.
- D. The following procedures shall apply to the evaluation of all teachers:
 - 1. The Principal/Supervisor of each building shall be responsible for the initial evaluation of all instructional staff. Such evaluation shall include:
 - a. periodic classroom visits and conferences; and
 - b. a written evaluation.
 - 2. Upon completion of the written evaluation, the Principal/Supervisor shall confer with the classroom teacher concerning the contents of such evaluation. The written evaluation shall include the strengths and/or weakness of the teacher, as well as constructive suggestions for improvement. If the teacher does not agree with any part of the written evaluation, the teacher shall have the right to rebut any points of disagreement. Such rebuttal shall be attached to the written evaluation and forwarded to the Superintendent's office.
 - 3. If any written evaluation by the Building Administrator or supervisor is of the negative nature, the teacher has the right to appeal to the Superintendent. The teacher has the right to request a second evaluation by another Administrator from within the District,

assigned by the Superintendent. Any such request must be made within 10 working days of signing the evaluation and such evaluation shall be completed and signed by the teacher no later than the last working day of April.

E. Dismissal Procedure

1. Before a teacher can be declared unsatisfactory:
 - a. such teacher must have had the guidance and supervision of the Principal/Supervisor; and
 - b. a written statement of the teacher's status and evaluation of his/her work to date shall be provided to the teacher.
2. The final decision concerning re-employment is to be determined by the Board of Trustees.
3. This does not pertain to teachers who are non-tenured teachers whose contract is not renewed.

XVI. GRIEVANCE POLICY

A. General Provisions

1. A grievance shall be defined as a dispute, claim, or complaint filed in writing by either an employee, or group of employees, or an authorized representative of the bargaining unit. Grievances are limited to matters of interpretation or application of this collective bargaining agreement.

If the grievance is of a repeat or recurring nature, the remedy for the grievance and/or arbitration shall not be for more than 180 working days back from the day the grievance was filed.
2. No reprisals of any kind will be taken by the Board or by the Federation or any member of the Administration against any party in interest, any school representative, any member of the grievance board or any participant in the grievance procedure by reason of such participation.
3. Any copies and originals of documentation, exhibits, written communication and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in any personnel file or in any of the participants' files. However, either party may request that the final decision be placed in the teacher's permanent personnel file.
4. All time periods in number of days referred to in the grievance procedure shall mean school-working days. An extension of five (5) working days shall be allowed in any step in the grievance procedure by mutual agreement between the Federation and the School Administration following an expression of written communications as to why an extension is requested.
5. If the grievance is not resolved, or if any required action is not performed within the time limit specified, the grievance shall automatically move to the next level.
6. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

B. Grievance Procedure

Individual grievances shall be handled as follows:

STEP ONE:

- A. A teacher with a problem shall first discuss the matter with the Principal/Supervisor directly or accompanied by a Federation representative from the District with the objective of resolving the matter informally within 10 (working) days of the alleged violation or discovery of the alleged violation.
- B. If the grievance is not settled informally, the grievant shall, within 30 working days of the alleged violation present the grievance in writing, via Addendum C, to the Principal/Supervisor, The grievance shall state the nature of the grievance and the requested remedy and five (5) copies shall be made available to be distributed to: building representative, Principal/Supervisor, Union President, Superintendent, and one to be retained by the grievant.
- C. The Principal/Supervisor has five (5) working days from receipt of the written grievance to schedule a meeting to hear the grievance.
- D. After the meeting, the Principal/Supervisor has five (5) working days to issue a written response to the Federation/grievant.

STEP TWO:

- A. If the grievance is not resolved, the matter shall be presented by the Federation Grievance Committee and the teacher in a meeting with the Superintendent within ten (10) working days of receipt of the Principal/Supervisor's written response.
- B. Within ten (10) working days of the meeting, the Superintendent shall issue his/her decision in writing, copies of which shall be delivered to the aggrieved teacher, the Federation Grievance Committee, and the President of the Federation.

STEP THREE:

- A. If the aggrieved party is dissatisfied with the decision of the Superintendent, he/she has the right, within ten (10) working days of receipt of the Superintendent's written response, to appeal the case in writing to the Board of Trustees. The aggrieved party may also appear in person to the Board of Trustees.
- B. The Board has twenty (20) working days from the first scheduled evening Board meeting to render a written decision.

STEP FOUR:

- A. If the Federation is dissatisfied with the decision of the Board, the Federation only may, within ten (10) working days after receipt of the written decision:
 - 1. Submit any grievance under this Agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association or the Montana Board of Personnel Appeals.
 - 2. The arbitrator shall have no power to add to, subtract from, or modify the collective bargaining agreement.

3. Each party shall be responsible for its own expenses but shall share equally the expense of the arbitrator.
- B. Election of remedies and Waiver: If any suit, complaint, or action is filed before any court, agency, or any other tribunal, the subject matter of which could constitute a grievance under the terms of this Agreement, the right to file a grievance or to pursue it further, if such grievance is already pending in the grievance procedure, shall be immediately waived.

XVII. LABOR-MANAGEMENT RELATIONS COMMITTEE

- A. The employer and the Federation agree to the establishment of a Labor-Management Relations Committee. The purpose of this committee is to discuss any item of concern to either party but is not intended to replace the collective bargaining process.
- B. The employer may limit to no more than four (4), in addition to a Federation staff representative, the number of Federation members who shall normally attend committee meetings.
- C. The committee shall meet at a mutually agreed time, place and date.
- D. Labor-Management meetings shall normally be scheduled during non-working hours.

XVIII. HEALTHCARE WORKER ADDENDUM:

The Federation represents Registered Nurses who shall enjoy all the rights, privileges, and benefits of the Agreement except as provided herein. "Registered Nurse" (RN) means a nurse by training and experience, who currently and continuously holds a Montana professional license as a Registered Nurse. Except as provided below, a nurse who does not hold such license is excluded from this Agreement.

- A. **General.** References to "employee", "teacher", or "licensed personnel" shall include Registered Nurse except:
 1. Article V(E) substitute "teaching experience" with "experience in a public or private health care facility".
 2. Provisions relating to or the attainment of tenure do not apply. However, Article V(H), Reduction and layoff, does apply to and include RNs.
- B. **Length of School Year.** Article V(J) is changed as follows:
 1. The school year will remain the same in total according to the academic calendar. However, substitution in days applies:
 - a. RNs will not attend parent-teachers conferences.
 - b. The number of days in section A above will be added to the school year before and/or after the school year as agreed in advance between the RN and his or her supervisor. They will not attend teacher's pre-orientation but attend to duties as assigned unless they fall under requirements of XVIII-C-1-a-6.
- C. **Salaries and other Benefits.** Article VI Applies except:
 1. *Certified Salary Schedule*

a. **Lane Placement.**

- (1) Lane #1 (BA) will be used for RNs holding a nursing diploma, Associates Degree in Nursing or BSN Degree.
- (2) Lane #2 (BA +10) applies as provided or upon the accumulation of 100 CEUs.
- (3) Lane #3 (BA +20) applies as provided or upon the accumulation of 200 CEUs.
- (4) Lane #5 (MA) applies as provided or upon the accumulation of 300 CEUs.
- (5) Lane #6 (MA+10) applies as provided or upon attainment of a BSN Degree and certificate in a field of advanced practices issued by the Montana Board of Nursing.
- (6) Continuing Education Units (CEUs) must meet the following requirements:
 - i All training must be health-related classes, courses, workshops, conferences, and independent study.
 - ii Courses used for semester credit lane movement may not duplicate CEU accumulation. One Semester credit equals 15 CEUs.
 - iii Evidence by originally signed documentation validating CEUs and attendance.
 - iv Once a year, a summary list signed by the RN and original documentation must be submitted to the Personnel Department on or before September 30 to be eligible for accumulation (and lane movement if applicable) in the current school year.
 - v Courses occurring or completed before July 1 of the previous year will not count toward CEU accumulation for the current school year. CEU accumulation only applies following employment.

- b. **Step Placement.** RNs will be granted experience of two years beyond actual experience for step placement purposes to the extent that final placement does not exceed Step 5. Actual experience means verifiable employment as an RN in a Health-care position.

D. Leaves of Absence. Article VII applies except.

1. **Paid Leave:** Section B1 (Sick Leave), B2 (Personal Leave), B4 (Funeral Leave) and B6 (Jury Duty) do not apply. All paid leave will be in accordance with state law: Annual Vacation Leave (Section 2-18-611), Sick Leave (Section 2-18-618) and Jury Duty (Section 2-18-619).
2. **Unpaid Leave:** Extended Leave provided in Section C1 applies except the RN must have completed three (3) continuous years' service with the District to be eligible.

E. Evaluation and Dismissal.

1. Article XV, Evaluation and Dismissal. This Article does not apply to RNs.
2. Probationary Period: Newly hired RNs shall serve a six (6) month probationary period from date of employment determined on a calendar-month basis excluding the months

of June and July. For example, for a hire date of April 25th the probationary period ends December 25 (4/25 + 6 months + 2 summer months).

3. Evaluation: All RNs shall be evaluated in writing by the supervisor prior to the end of March of each year (annual evaluation). Probationary RNs shall be evaluated before the end of the probationary period and will be evaluated with all RNs unless the probationary evaluation is conducted in March. Following a meeting with the supervisor and receipt of the evaluation, the RN may submit a written response or rebuttal to the supervisor, which will be attached to the evaluation and placed in the personnel file.
4. Dismissal: An RN may be dismissed from employment for violation of federal or state laws and regulations or in accordance with established Board policies and procedures, as applicable. More specifically, RNs will observe and abide by the conduct of nursing set forth in Section 8.32.413, ARM, and any violation may result in disciplinary action including dismissal from employment.

F. Licensing:

1. Documentation for each license renewal must be submitted to the Personnel Department in order to be eligible as an RN.
2. A license, which lapses without renewal, shall result in non-renewal of the RNs contract for the next school year.

XIX. FUTURE NEGOTIATIONS

Either party may notify the other of their intent to negotiate a successive agreement prior to **January 1, 2025**. Should neither party deliver such notice, this contract shall be extended for a period of one year.

Agreed and signed on this _____ day of August 2024.

Browning Federation of Teachers

School District No. 9 County of Glacier

BFT President

Board of Trustees Chair

BFT Negotiations Chair

District Clerk

**Certified Salary Schedule
2024-2025**

Step	BA	BA10	BA20	MA	MA10
1	45,691	47,776	49,827	51,915	54,002
2	47,436	49,713	51,879	54,155	56,356
3	49,184	51,571	53,928	56,356	58,709
4	50,927	53,511	56,014	58,519	61,063
5	52,674	55,370	58,064	60,762	63,418
6	54,421	57,307	60,116	62,924	65,772
7	56,205	59,168	62,164	65,165	68,126
8	57,954	61,104	64,213	67,367	70,479
9	59,700	62,963	66,265	69,531	72,834
10	61,444	64,900	68,315	71,772	75,185
11	63,190	66,760	70,368	73,935	77,542
12	64,126	68,660	72,417	76,135	79,893
13	65,249	69,679	74,466	78,340	82,248
14	66,185	70,712	75,572	79,503	83,471
15	68,121	71,899	76,759	80,814	84,782
16	68,121	71,899	76,759	80,814	84,782
17	68,121	71,899	76,759	80,814	84,782
18	68,121	71,899	76,759	80,814	84,782
19	68,121	71,899	76,759	80,814	84,782
20	68,121	71,899	76,759	80,814	84,782

1500 additional compensation shall be provided to teachers with an earned National Certification by the National Board of Teaching.

\$2000 additional compensation shall be provided to employees with an earned Doctorate degree.

Steps 15-20 receive a one-time retention stipend of \$3,000 at the beginning of the school year to be paid by September 30, 2024.

ADDENDUM A

MOVING INCENTIVE 2024-2025 (New Certified Staff)

Moving Allowance: Candidates who are offered employment with the District will receive a moving allowance as reimbursement for expenses (hereinafter "eligible expenses") subject to the following:

1. **IRS Rules.** Except as otherwise stated below, eligible expenses are those which qualify for deduction as provided in IRS Publication 521. All such expenses must be paid out-of-pocket (or by credit card as evidenced by copy).
2. **General.** Eligible expenses must be ordinary and necessary costs of travel for the candidate and his/her immediate family and for moving their household goods and personal effects to the Browning area (which includes East Glacier and Cut Bank). "Personal effects" include small pets, but not horses or livestock.
3. **Home.** Expenses associated with the former home and new home are not eligible.
4. **Auto Expenses.** Eligible are actual expenses-for-gas and oil for one trip per car or truck. Parts, repairs, towing fees and rental car fees are not eligible.
5. **Lodging.** Overnight lodging expenses are eligible provided such lodging is enroute. Additionally, lodging will be allowed up to two nights upon arriving in the Browning area while arranging and moving into the new home.
6. **Meals/Snacks.** Meals, beverages and snacks are not eligible.
7. **Movers/U-Haul.** Most such expenses are eligible. A person or firm who is not in the moving or U-Haul business must provide an invoice and the candidate must provide proof of payment. Deposits and towing equipment are not eligible. Trucks and trailers owned by the candidate or relatives are eligible only to the extent of auto expenses provided above.
8. **Shipping.** Shipping boxes via air, land or sea through the post office, UPS or other regulated shipping company are eligible expenses. Consumable packing supplies purchased for the move such as boxes and tape are also eligible.
9. **Casual Labor.** Payments for casual labor to help move are not eligible.
10. **Insurance.** Not eligible unless insurance coverage is required as part of the fee by a regular moving or U-Haul business.
11. **Moving Time Limit.** Eligible expenses are those (a) incurred within 60 days following the date the candidate signs a letter of intent or (b) those incurred within 30 days before and after employment commences. To be reimbursed, such expenses must be actually paid.
12. **Dollar Limit.** Limits for reimbursement are based on mileage, i.e. highway miles measured one-way from the candidate's permanent or current home, whichever is closest, to Browning, Montana via the shortest distance.
 - a. 100-299 miles, up to \$1,200.00
 - b. 300-499 miles, up to \$1,500.00
 - c. 500-999 miles, up to \$2,000.00
 - d. 1,000-1,500 miles, up to \$2,500.00
 - e. Over 1,500 miles, up to \$3,000.00

For this purpose, mileage within 10% of the minimum for the next higher level will be included in that next higher level.

13. **Documentation.** Eligible expenses must be documented by original receipts or "customer copies." Any other copies will not be eligible. The candidate will be provided a moving expense claim form for itemizing all such expenses. The form must be completed, signed and submitted for approval. The initial claim will be the only one eligible for reimbursement.
14. **Reimbursement.** To be reimbursed, eligible expenses must be actually paid (including by credit card). A reimbursement check will be issued to the candidate within 10 days of application when all of the following have been completed:
 - a. The candidate has accepted employment with Browning Public Schools as evidenced by signing an employment contract.
 - b. The candidate has completed his or her move to the Browning area.
15. If a teacher does not complete their initial contract, they will be required to reimburse the District for any and all reimbursement that was paid to them for moving expenses. This reimbursement shall be deducted from the teacher's last paycheck.

ADDENDUM B

Each individual contract shall contain the following section:

A teacher not facing discipline or discharge at District #9, Glacier County, Browning, Montana, will be released from their teaching contract provided the teacher makes payment for liquidated damages to the School District prior to release on the following schedule. The date the teacher sets forth as their release date (last day of employment — date of separation) is controlling on the following schedule:

- A. The teacher shall provide a minimum of two (2) weeks (14 working days) notice, if the teacher fails to provide a minimum of two (2) weeks advance notice, the teacher's release date (last day of employment - date of separation) will move forward to provide two (2) weeks' notice on the following schedule:
 - 1) A teacher wishing to be released from this contract **before** June 30th pays no liquidated damages.
 - 2) A teacher wishing to be released from this contract **starting** June 30th through July 31st, will pay 3% of the teacher's salary as liquidated damages.
 - 3) A teacher wishing to be released from this contract **after** July 31st and/or during the school year will pay 8% of the teacher's salary as liquidated damages.
- B. The parties agree the School District incurs costs that are impractical or extremely difficult to fix when a teacher breaches a contract. Liquidated damages are to cover the impractical or extremely difficult to fix costs.
- C. Jurisdiction and enforcement of this provision is through the District Court, Glacier County, Cut Bank, Montana, with the teacher being liable for all fees under the above schedule, court costs, interest, reasonable attorney fees of the School District and other actions the court deems appropriate. The court also has jurisdiction to award interest on any amount due and other actions the court deems appropriate.

If the above conditions have been met, the Board shall accept the resignation of a teacher under contract and shall not attempt to have the teacher's certification revoked or suspended. The whole section applies to all bargaining unit members with no exceptions and/or waiver.

ADDENDUM C

Formal Grievance Presentation (Step One)

TO BE COMPLETED BY THE TEACHER/GRIEVANT

Employee's Name: _____

Building: _____ Appropriate Administrator: _____

Date of alleged grievance: _____

Unit Representative at Step 1: _____

Describe in detail the situation which initiated the grievance:

What articles of the Labor Agreement are allegedly violated:

Requested remedy:

Date

Signature of Employee

Acknowledge Receipt of Grievance on (date):

Signature of Appropriate Administrator:
