

2020-2023 Master Contract

Rocky Boy Education
Association [RBEA]/Montana
Federal of Public Employees
[MFPE] & School District 87 J-L

201720-202023 MASTER CONTRACT

AGREEMENT

This Agreement is entered into this 21st day of July, 201720, by and between the Board of Trustees, School District 87J-L, Hill County, Montana hereinafter called the "Board" and the Rocky Boy Education Association of the Montana ~~Federation of Public Employees Education Association~~, hereinafter, called the "Association".

ARTICLE 1. RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for the collective bargaining concerning the terms and conditions of professional service for all teachers certified in Class 1, 2, 4, 5, 6, and 7 as provided in Section 20-4-106, M.C.A. whether under contract or on leave.
- B. The appropriate unit for collective bargaining purposes as defined in the Collective Bargaining Act of Public Employees, Section 39-31-101, Et. Seq. MCA (1997), shall be defined as all teachers employed by the Rocky Boy Public School District #87 J-L who are certified in Class I, Class II, Class IV, Class V, Class VI, or Class VII as provided for in Section 20-4-201, MCA (1997) and whose position of employment requires such certification in Class I, Class II, Class IV, Class V, Class VI, or Class VII as provided for in Section 20-4-106, MCA (1997).
- C. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this agreement, unless the unit's certification is altered by action of the Board of Personnel Appeals.
- D. Duty of Fair Representation and Representation Fee
 - 1) The Association, as exclusive representative of all employees described in Article I, Item B will represent all such persons fairly whether members or not. No employee shall be required to join the Association, but membership in the Association shall be made available to all who apply, consistent with the Association constitution, bylaws, and policies.
 - 2) The Association will require of each non-member the payment of the representation fee and the fee shall be specified as a condition of employment noted in the individual's employment contract. 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, or other obligatory employment relations representation responsibilities pursuant to law. 100% of the local representation fee will be expended on student activities including awards.
 - a) The amount of the representation 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 non-association members and transmit the monies to the Association in the same manner specified above

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, the method determining the amount or of notifying nonmembers 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 provided for under this Agreement.
- d) The Association will indemnify, defend and hold the employer harmless against any claim made and against any suit instituted against the employer, including attorney's fees, costs of defense thereof and/or any claim or judgment on account of any provision of this Article. The control of such defense shall be under the association and its attorneys.

ARTICLE 2. ASSOCIATION AND TEACHER RIGHTS

- A. The Board and the Association hereby agree that every certificated teacher in the appropriate unit as defined above shall have the right freely to organize, join, and support or assist any labor organization for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or to refrain from such activities. As a duly selected body exercising governmental power under color of law of the State of Montana, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by laws of Montana or the Constitutions of Montana and the United States; that it will not discriminate against any teacher with respect to the employer teacher relationship such as salary, hours, or other terms of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.
- B. Tenured teachers shall not be suspended, reduced in compensation, dismissed, non-renewed, terminated without just cause and in accordance with Montana School Law. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure. Non-tenured teachers may be non-renewed pursuant to state law.
- C. In so far as it is the legal requirement of the Board to permit inspection of minutes, financial information, or other lawful information to taxpayers and other interested community members, the Association hereby agrees to grant the same courtesy to the Board.
- D. The individual contract of employment between the Board of Trustees and each teacher shall contain the following statement: "**This Master Contract is made pursuant to and subject to the terms and conditions of the Agreement between the Rocky Boy Education Association and the Board of Trustees.**" If individual contracts are issued during negotiations or before

agreement has been reached between the Board and the Association, the provisions of each individual contract shall be adjusted to comply with the terms and conditions of the final Agreement once it has been consummated.

ARTICLE 3. RIGHTS OF THE BOARD

It is recognized, that except as expressly provided in this agreement, the District shall retain whatever rights and authority to operate and direct the affairs of the District and all of its various aspects, including but not limited to the right to direct the work force; to plan, direct, and control operations and services of the District; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign schedules; to determine whether services should be provided or purchased, to hire, promote, suspend, discipline, or discharge; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities.

ARTICLE 4. NEGOTIATIONS AND PROCEDURES

- A.** The Association will provide written notice of intent to bargain to the District by December 15 prior to this Agreement's expiration date. If the Association fails to provide such notice, the terms and provisions of this Agreement shall continue for a period of one (1) year.
- B.** Negotiations will commence at a mutually convenient date.
- C.** The Board agrees to select two of its members and other representatives, up to a total of five, to serve as a negotiating committee. Names of the selected representatives will be recorded in Board minutes and will be given in written form, to the President of the Association not less than three days before the beginning of negotiations.
- D.** The Association agrees to elect not more than five of its members to serve as a negotiating committee. Names of the elected representatives will be recorded in Association minutes and will be given, in written form, to the Chairperson of the Board not less than three days before the beginning of negotiations.
- E. Procedures:** The procedures of the negotiations shall be governed by the following rules:
 - 1. Each meeting shall contain an exchange of information.
 - 2. There shall be a period of deliberation which will include discussion of the issue. This may also include time needed to make reports back to the entire Association or Board.
 - 3. There shall be established an agenda for decisions before the end of each unresolved issue at the beginning of the next negotiation meeting.
- F. Minutes:** Subjects, tentative decisions and conclusions of each session shall be kept by the clerk of the School Board or by a competent secretary acting in an official capacity. A copy of minutes shall be given to each member of the Board, and Superintendent of Schools and a copy of the

minutes shall be sent to each negotiator. The minutes of a meeting may be corrected at the beginning of a subsequent meeting.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. Definitions:

- 1) A grievance is a claim by a grievant that there has been a violation, misapplication or misinterpretation of the terms of this negotiated contract.
- 2) A grievant is a teacher or group of teachers **or the Association** asserting the grievance.
- 3) Days shall mean calendar days, except as otherwise indicated.

B. Individual Rights:

Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration at Level One (defined below), and having the grievance adjusted at Level One without intervention by the Association, provided that adjustment is not inconsistent with the terms of this contract. **Likewise, the Association will maintain a Grievance Committee whose function is to consider the merits of grievances per RBEA's internal procedures.**

Step I - Immediate Supervisor

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

The grievance shall be written on the appropriate grievance form (Appendix A) and shall include a statement of the grievance, which articles(s) are in dispute, and the requested remedy.

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

Step II - Superintendent

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

Step III - School Board

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

Step IV - Binding Arbitration

If the Association is not satisfied with the disposition of the grievance at Step III, or if no disposition has been made within the time period provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within twenty-one (21) days after it has received the decision of Step III. If any questions arise as to whether the disposition can be arbitrated, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

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

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

Costs associated with binding arbitration shall be shared equally by the RBEA and the School District. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs for the transcript. If both parties request transcripts, they shall share equally the cost.

C. Exceptions of Time Limits

The time limits set forth in this Article may be changed by written agreement.

D. Election of Remedies and Waiver

The Association and/or teacher(s) instituting any actions, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this agreement. Upon instituting a proceeding in another forum as outlined herein, the teacher(s) and/or Association shall waive his/her/their right to initiate a grievance pursuant to this agreement or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this agreement or to enforce the award of an arbitrator.

E. Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to or, subtract from the terms of this Agreement. The arbitrator's decision will be based upon the specific provisions of this Agreement. This arbitration provision shall be for grievances only. There shall be no interest arbitration.

ARTICLE 6. TEACHER EVALUATION

- A. Each teacher/counselor/Library-Media Specialist will be given a list of job duties upon job entry or upon revision of job duties. The teacher evaluation will be based on his or her job duties. The Board and Association have mutually agreed to utilize the EPAS [Educator Performance Appraisal System] as the teacher/counselor/Library-Media Specialist evaluation tool.
- B. Items relating to evaluation which are to be placed in the teacher's permanent file shall be discussed between the teacher and the evaluator. The teacher shall have the opportunity to place any comment or rebuttal into the file along with the aforementioned material. Teachers will be asked to sign an acknowledgment that certain material will be placed in his/her file.
- C. All evaluations of the teacher's activities shall be conducted openly and with the teacher's knowledge and awareness.
- D. Each teacher will be provided with a copy of the formal evaluation report within fourteen calendar days following the evaluation, and shall be signed by the evaluator and the evaluatee.
- E. When appropriate, as determined by the School District, a teacher will be provided a written plan and timeline of assistance to correct professional difficulties noted in the evaluation **or job performance, responsibilities, and duties.**
- F. There will be a minimum of at least one and a maximum of three formal thirty minute observation periods per evaluation with periodic ongoing observations throughout the school year.

The first evaluation for nontenured teachers is to be completed by the end of November, handed back and discussed with the teacher by the end of the first week in December (by Friday of that week).

The second evaluation for nontenured teachers is to be completed by the end of February, handed back and discussed with the teacher by the end of the ~~first~~ **third** week in March (by Friday of that week).

Tenured teachers will have a minimum of one evaluation ~~per~~ **every three [3] years on a rotating basis; when evaluated it will** ~~to~~ be completed by the second week in March, handed back and discussed by April 1st. **The rotation will be as follows: teachers at steps 4-9 will be evaluated in 2020-21; teachers at steps 10-14 years will be evaluated in 2021-2022; and teachers at steps 15-21 years will be evaluated in 2022-23.**

All evaluation forms will be presented to the Superintendent by the end of the second week in April (by Friday of that week).

- G. Only state certified administration will conduct formal evaluations of teachers unless waived by the Association.

ARTICLE 7. PERSONAL COMPENSATION

- A. The Basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. Previous experience is to be evaluated by the Board and Superintendent in determining credit for experience outside the Rocky Boy System. No teacher shall enter at salary greater than the ~~tenth~~ **thirteenth** step.

Not less than 135 days of teaching in one [1] school year shall be counted as a full year of teaching experience.

- C. Payroll checks shall be issued every two weeks in accordance with MCA 20-4-301 and 20-4-304.
- D. Credit for work beyond the B.A. will be granted only for those hours actually taken following the granting of the degree including requirements for teaching certification and must be in the teachers field of special interest, and will be according to the following schedule:

B.A. + 1 B.A. + 2 M.A. M.A. +1

1. In order to qualify for B.A. + 1, 15 quarter credits or 10 semester credits must be earned and be in the teacher's special field of assignments. If credits are earned outside their field, credits can be approved or disapproved by the Superintendent.
2. In order to qualify for a B.A. + 2, 30 quarter credits or 20 semester credits must be earned and be in the teacher's special field of assignment(s). If credits are earned outside their field, credits can be approved or disapproved by the Superintendent.
3. In order to qualify for M.A., the teacher must possess a master's degree in the teacher's special field of assignment(s) supported by official transcripts from an accredited post-secondary institution. If credits are earned outside their field, credits can be approved or disapproved by the Superintendent.
4. In order to qualify for a M.A. + 1, 15 quarter credits or 10 semester credits must be earned beyond the M.A. and be in the teachers special field of assignments. If credits are earned outside their field, credits can be approved or disapproved by the Superintendent.
Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree education lane must be graduate credits [500 level or above] and carry a grade equivalent of a B average (3.0) or higher.
5. **District Funded Endorsement: Effective July 1, 2020, the Rocky Boy School District #87J-L may choose to pay for college/university tuition & associated costs of a ~~currently~~ District employed ~~District~~ teacher to become licensed/endorsed in an area of curriculum or grade level**

as determined by the District for a maximum of three [3] years. College/university credits paid by the District can be used and applied towards advancement/movement across the salary schedule. The teacher will pay tuition for college/university classes and will be reimbursed for the tuition upon successful completion of each specific course taken. Standard procedures and deadlines for lane changes will be followed according to the CBA.

Any agreements will be in writing and will be agreed upon by the teacher and the Rocky Boy School District. If teaching outside the teacher's area of endorsement while completing such coursework, the teacher will complete all necessary certification with the Office of Public Instruction to obtain the appropriate licensure. Upon completion of the specific courses/degree/endorsement for which tuition is reimbursed by the District, the teacher will agree to teach in the Rocky Boy School District in the area of District funded endorsement for a period of five (5) consecutive years. If the teacher does not complete the required five (5) consecutive years of service (except in the case of a reduction in force), the teacher shall repay the District as per the following schedule:

1-2 years teaching in the Rocky Boy School District after earning degree/endorsement - 100% tuition reimbursement payment.

3 years teaching in the Rocky Boy School District after earning degree/endorsement - 75% tuition reimbursement payment.

4 years teaching in the Rocky Boy School District after earning degree/endorsement - 50% tuition reimbursement payment.

Effective Date: Teachers shall notify, in writing, to the Superintendent by February 1st, if they are contemplating a lane change. Individual contracts will be modified to reflect qualified educational lane changes once each year effective at the beginning of the school year providing a transcript of qualified credits is submitted to the Superintendent's office no later than September 15th of each year. Credits submitted by transcript after September 15th even though otherwise qualifying shall not be considered until the following year.

If a transcript is not available by September 15th other satisfactory evidence of successful completion of the course will be accepted, pending receipt of the official transcript; however any pay adjustment shall not be made until the official transcript is received.

- E. Teachers employed less than full-time will be compensated proportionate to their assigned working hours.
- F. The salary scale attached to this Master Contract represents the minimum compensation of a Class VI Specialist.
- G. The contract length for teachers/counselors/library-media specialists will be 180 teaching and 7 PIR days and is identified on the teaching contract (exclusive legal holidays and vacations) days).

ARTICLE 8. BENEFITS

- A. **Sick Leave:** Eleven days of sick leave with full pay, shall be granted to teachers each school year.

Such leave shall be credited on the first day of fall semester. For teachers starting employment after the first day, sick leave shall consist of one day per month remaining in the school year to be credited on the first day of such employment. A teacher may accumulate a total of seventy-three days of sick leave. Verification of sick leave must be made after the third day. A supervisor may visit at any time during the sick leave period.

Upon leaving the district, teachers will be paid .40 of their ending sick leave balance at a maximum hourly rate of \$35 per hour. Those earning an hourly rate below the maximum would be paid according to their contracted hourly rate.

Those teachers who accumulate a balance of sick leave beyond the maximum 73 day limit at the beginning of each school year will paid .40 of their excess sick leave balance at a maximum hourly rate of \$35 per hour. Those earning an hourly rate below the maximum would be paid according to their contracted hourly rate.

~~Two~~ **Four** of the eleven sick leave days granted each year may be used for discretionary purposes.

B. **Emergency Leave:** Five (5) days of non-cumulative emergency leave, with full pay, shall be granted to teachers each year. An additional three (3) days of emergency leave may be granted only after all other leave (sick and personal) has been exhausted. Emergency Leave shall be granted by the administration in case of death, critical illness or critical injury of immediate family members. Hospitalization of immediate family members for routine procedures shall require the use of sick leave. Employees must provide substantiated reasons with the request for Emergency Leave to their immediate supervisor.

C. ~~Flexible Benefits Plan~~ **Health Insurance and IRS § 125 Benefits Plan:**

1. ~~No participating teacher may combine any part of his/her employer contribution with another participating teacher or participating employee to purchase one policy. All teachers are eligible to participate in the insurance plan selected in Section B provided the teacher(s) work enough hours and provided enough teacher(s) participate as required by the insurance policy/carrier. Each teacher may select any level of insurance – single, two party, family, etc. The School District will pay a salary to participating teachers of \$8953.83 monthly for the 20147-20158 school year; \$903.83970.50 monthly for the 20158-169 school year; and \$953.83987.17 monthly for the 20169-1720 school year. If insurance premiums [the cost of single health, vision, & dental coverage] in subsequent years [2018-19 and/or 2019-2020] do not exceed the 2017-18 allowable maximum set at \$11,446, there will be no increase for insurance premiums in that year the premiums do not exceed \$11,446. The District will make available a components plan to eligible teachers for this purpose of pretax premiums.~~

~~Part time teachers will receive a pro-rated percentage of all flexible fringe benefits depending on the time contracted, provided the teacher(s) work enough hours and provided enough teacher(s) participate as required by the insurance policy/carrier. e.g. half-time teacher would receive 50% of the plan.~~

1. **The District will make available a group health insurance plan in which all teachers are**

eligible to participate, provided, the teacher(s) work enough hours and provided enough teacher(s) participate as required by the insurance policy/carrier. *The maximum contribution by the District will be single coverage health, vision, and dental insurance.* Each teacher may select any level of insurance - single, two party, family, etc.) offered by the carrier. Teachers may choose whether or not to participate in the plan, but the District will not compensate a teacher in any way in lieu of his/her membership in the plan. The full School District contribution is available to participating teachers, who are scheduled to work 1,496 hours during the year. The full School District Contribution is:

2020/2021 - \$1,052.00 per month

*If insurance premiums [the cost of single health, vision, & dental coverage] in subsequent years [2021-22 and/or 2022-2023] do not exceed the 2020-21 allowable maximum set at \$1,052 per month, there will be no increase for insurance premiums in any year the premiums do not exceed \$1,052 per month.

2021/2022 _____ per month

2022/2023 _____ per month

All current bargaining unit members choosing NOT to participate in the group health insurance plan and in good standing at the conclusion of the 2020 school year will be considered GRANDFATHERED into the Health/Flex Plan for the duration of this Master Contract [2020-2023] under the following conditions: 1) Certified teachers at Steps 1-5 will receive a benefit of \$10,000 per year; 2) Certified teachers at steps 6-21 will receive a benefit of \$9,000 per year.

For all other teachers who are scheduled less than 1,496 hours per year, the School District contribution is pro-rated. Additional expense needed for insurance premiums or other benefits shall be deducted from the employee's paycheck and/or the IRS § 125 plan. If the health insurance carrier permits, retirees may participate in the group coverage at their own expense.

2. IRS § 125/Flex Plan - A flexible benefit account/125 plan shall be established for employees. The School District shall pay the set-up fee and the annual review cost. The participating employee shall pay the monthly fee. The plan shall include (subject to the carrier, administrator or policy plus):

- a. health care costs not paid by group insurance;
- b. insurance premiums not paid by the employer;
- c. dependent care costs, including qualified children and the elderly; and/or,
- d. Other insurance options (such as but not limited to disability, group/term life)

~~23.~~ A committee comprised of three (3) teachers appointed by the teachers, two (2) administrators will recommend the insurance carrier policy and the flex plan.

~~34.~~ It is understood that the School District's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits or denial of plan benefit coverage by an insurance carrier, plan, policy or administrator.

~~4.~~ ~~The plan shall include, but not be limited to a pretax insurance premium not paid by the employer. If the teachers do not take the pretax insurance then these benefits will be taxable~~

salary.

~~A member upon retirement may choose to participate in group insurance benefits at their own expense.~~

~~5. The District will make available a flexible benefits plan that provides benefits offered in one comprehensive plan that meets the requirements of IRS Code §125. The District shall assume the administrative costs.~~

- D. **Personal Leave:** Each teacher will be allowed three (3) days of personal leave each year at full salary. Two (2) days of personal leave can be carried over to the following school year.

When three (3) or more consecutive personal leave days are requested, at least five (5) days notice must be given in writing to the principal. Any personal leave requested for less than three (3) days must be in writing to the principal at least twenty-four (24) hours in advance. If no substitute is needed, approval for same day notice will be at the principal's discretion.

Unused personal leave, beyond the allowable two (2) carry over days, ~~can~~ will be automatically moved to the sick leave accumulation of individual members ~~annually, by written request by May 15 of each school year.~~

When a teacher resigns, retires, or terminates their employment with the District, any unused personal leave of up to forty [40] hours will be compensated at the teacher's hourly rate.

- E. The District reserves the right to grant additional benefits to leaves established herein, and to establish different forms of leaves, all in its sole discretion and without establishing precedent.

- F. **Retirement Incentive:** Any teacher with 20 years of service to the district (may count 5 years coming into the district) 15 of which must be continuous, will be eligible for early retirement incentive. Approved leaves will not disrupt continuous teaching service. Retirement incentive will be figured by taking the difference between the salary of a retiring teacher and the salary of a teacher with a BA and 2 years of experience. *Any teacher employed less than a FTE will be compensated according to the individual's FTE assignment [i.e. .33 FTE X BA2; .5FTE X BA2]*

Any teacher, upon retirement, who has 20 or more years in the district shall have their health insurance paid, at the single rate (includes vision and dental) by the district for a four (4) year period after retirement or until they reach 65, whichever comes first. Upon retirement, the employee is required to have participated in the District's insurance program for the prior five (5) consecutive years. A retiree's maximum health insurance benefit will be \$12,624 for 2020-21; for subsequent years 2021-22 and 2022-23, the maximum benefit will be determined and established by the District's selected insurance carrier. ~~\$12,8646 for 20158-169; and \$11,4846 for 20169-1720.~~ If insurance premiums [the cost of single health, vision, & dental coverage] in subsequent years [2021-22 and/or 2022-2023] do not exceed the 2020-21 allowable maximum set at \$12,624, there will be no increase for insurance premiums in any year the premiums do not exceed \$12,624.

- G. Eighty (80) hours of professional association leave time is allowed as a pool to be used by Rocky

Boy Education Association members (10 days maximum). Leave is non-accumulative.

- H. Any teacher using 24 hours or less of combined sick, personal, **unpaid disciplinary**, and emergency leave during the 180 Teaching and 7 pupil-related instruction days will be eligible for an incentive of \$1,800. If the employee uses 12 hours or less during the first semester, half of the incentive [\$900] will be paid at the end of the semester. The remaining balance [\$900] will be paid at the end of the school year, if the total leave used for the entire year is 24 hours or less. Any teacher employed less than a FTE will be compensated according to the individual’s FTE assignment [i.e. .33 FTE X \$1,800=\$594; .5FTE X \$1,800=\$900]
- I. Teachers will have the option of substituting district approved professional development for four [4] of the seven [7] PIR dates, but cannot substitute beginning of the year orientation PIR dates. The superintendent will have the final authority to approve or deny any request, once the proper application process, guidelines, and timeline have been met. Professional development must occur between June 1 and May 31 of each contract year.
- J. All ~~Association~~ **bargaining unit** members absent from duty shall complete a district leave report within eight [8] hours of returning to work after an incurred absence to the building administrator. Any ~~Association~~ **bargaining unit** member, who shall without good reason, fail to make this report promptly, shall forfeit their salary for the period of absence *after a third [3rd] offense/failure, as documented by the building timekeeper.*

ARTICLE 9. TEACHERS WORKING HOURS

The staff day will be based upon a forty hour work week, with 28 hours of assigned student responsibility. (This does not preclude activities relating to professional growth; extracurricular activities involving students and meetings pertaining to the school program).

ARTICLE 10. SALARY SCHEDULE

The 2020-2021 certified salary scale will have a base of \$37,459 or a 5% increase. The 2021-22 certified salary scale will have a base of \$39,145 or a 4.5% increase. The 2022-23 certified salary scale will have a base of \$39,928 or a 2% increase.

Longevity payments shall be made in accordance with the following schedule:

Years in District	BA+2 2020-21	2021-22	2022-23	Years in District	MA 2020-21	2021-22	2022-23	MA+1 2020-21	2021-22	2022-23
16-18	\$1,575	\$1,875	\$2,175	15-18	\$1,875	\$2,175	\$2,475	\$2,175	\$2,475	\$2,775
19-25	\$1,825	\$2,125	\$2,425	19-25	\$2,125	\$2,425	\$2,725	\$2,425	\$2,725	\$3,025
26+	\$2,075	\$2,375	\$2,675	26+	\$2,375	\$2,675	\$2,975	\$2,675	\$2,975	\$3,275

Stipends for in-service or volunteer/assigned committee work, payable beyond the 180 teaching and 7 pupil-related instruction days, will be paid at \$200 per day, which comprises of a six [6] hour day. The District retains the exclusive right to determine the scope of work to be completed on committees and

teachers/counselors/Library-Media Specialists must clearly specify hours worked and written summary of activities completed. When attending out of district professional development on non-contract days, a \$200 stipend will be paid during the scheduled training dates only.

Certified staff members who are scheduled to work crowd control or ticket taker responsibilities at extracurricular (athletic) events will be paid at a rate of \$20 per game.

The salary schedule will have 4% step increases at steps 1-15, a 2.8% step increase from step 15 to 16, and a 1.8% step increase for steps 16-21 with attainment increments (across) of 3.5% for 2020-21. For 2021-22, the salary schedule will have 4% step increases at steps 1-15, a 2.9% step increase from step 15 to 16, and a 1.9% step increase for steps 16-21 with attainment increments (across) of 3.5%. For 2022-23, the salary schedule will have 4% step increases at steps 1-15, a 0% step increase from step 15 to 16, and a 0% step increase for steps 16-21 with attainment increments (across) of 3.5%.

ARTICLE 11. CERTIFIED PROFICIENCY

RBEA members will be assessed annually (by May 15) in the topics of technology, Chippewa Cree Language & Culture/Indian Education For All, MBI/Classroom Management, and Montana Common Core Standards [MCCS] to evaluate individual proficiency in each of the topics. Those members not achieving proficiency in any area will be notified by May 31 and must successfully complete eight (8) hours of professional development in topic(s) of non-proficiency. This professional development must be completed by the end of the first quarter of any subsequent school year in which non-proficiency was identified. The District will provide professional development in each of these topics. Proficiency must be achieved by May 15, prior to the next scheduled assessments. Teachers will be paid stipends according to Article 10. Study guides for each of the topics will be provided annually by April 15.

ARTICLE 12. RELEASE FROM CONTRACT

The RBEA and District agree to operate under a Liquidated Damages Clause in the amount of Five Thousand Five Hundred Dollars [\$5,500], payable prior to contract release and detailed in the individual teaching contract.

ARTICLE 13. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2020 or upon ratification by the parties, whichever is later, and shall continue in effect until June 30, 2023. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ARTICLE 14. ENTIRE AGREEMENT

This constitutes the Entire Agreement between the parties. All practices conducted prior to this agreement but not incorporated herein are null and void. There shall be no further negotiations conducted during the term of this Agreement, except for a successor agreement, as all items not contained herein have been resolved through compromise. Should any provision of this Agreement be found unenforceable by a court of competent jurisdiction, all other provisions herein shall remain in full force

and effect.

This Agreement is signed this 16th day of **June**, 2020.

In Witness Thereof:

For the Rocky Boy Education Association,

_____ Unit President

_____ Unit Secretary

For the Board of Trustees, School District #87J-L,

_____ Chairperson

_____ Clerk

APPENDIX A

Grievance Report Form

Aggrieved Person _____ Date Filed _____

School _____ Teaching Assignment _____

1. Date Cause Grievance Occurred _____

2. Statement of Grievance _____

3. Action Requested or Relief Sought _____

Attach additional sheet if needed.

SIGNATURE OF AGGRIEVED

DATE

STEP I

1. Decision of Principal _____

SIGNATURE OF PRINCIPAL

DATE

2. Aggrieved Person's Response _____

SIGNATURE OF AGGRIEVED

DATE

STEP II

1. Date Received by Superintendent _____

2. Decision of Superintendent _____

SIGNATURE OF SUPERINTENDENT

DATE

3. Aggrieved Person's Response _____

SIGNATURE OF AGGRIEVED

DATE

STEP III

1. Date Submitted to School Board _____

2. Disposition of School Board _____

SIGNATURE OF BOARD MEMBERS

DATE

SIGNATURE OF AGGRIEVED
OR CHAIRMAN OF THE PR&R COMMITTEE

DATE

STEP IV

1. Notice to the Superintendent to arbitrate by the Association.

SIGNATURE OF ASSOCIATION PRESIDENT

DATE

2. Arbitrator Selected (by the Association and District): _____

3. Arbitrators ruling on whether disposition can be arbitrated _____

4. Arbitrators Decision on Grievance _____

SIGNATURE OF ARBITRATOR

DATE

The arbitrator's decision shall be final and binding upon both parties.

TO BE FILED IN SEPARATE GRIEVANCE FILE SEPARATE FROM PERSONNEL FILE OF AGGRIEVED.

**ROCKY BOY SCHOOL DISTRICT 2020-2021
CERTIFIED SALARY SCHEDULE**

EDUCATION						
	BA	BA +1	BA +2	MA	MA +1	
E	1	37,459	38,770	40,127	41,531	42,985
X	2	38,957	40,321	41,732	43,193	44,704
P	3	40,515	41,934	43,401	44,920	46,492
E	4	42,136	43,611	45,137	46,717	48,352
R	5	43,821	45,355	46,942	48,586	50,286
I	6	45,574	47,169	48,820	50,529	52,297
E	7	47,396	49,056	50,773	52,551	54,389
N	8	49,292	51,018	52,804	54,653	56,565
C	9	51,264	53,059	54,916	56,839	58,828
E	10	53,315	55,181	57,113	59,112	61,181
	11	55,448	57,388	59,398	61,477	63,628
	12	57,666	59,684	61,774	63,936	66,173
	13	59,973	62,071	64,245	66,493	68,820
	14	62,372	64,554	66,815	69,153	71,573
	15		67,136	69,488	71,919	74,436
	16		71,434	73,933	76,520	
	17		72,720	75,264	77,897	
	18		74,029	76,619	79,299	
	19		75,362	77,998	80,726	
	20				82,179	
	21				83,658	

This scale represents a 5% raise on the base salary, 4% steps (down) thru step 15; a 2.8% step increase from step 15 to 16; step 16 down results in a 1.8% step increase; and 3.5% increments (across).

**ROCKY BOY SCHOOL DISTRICT 2021-2022
CERTIFIED SALARY SCHEDULE**

EDUCATION						
	BA	BA +1	BA +2	MA	MA +1	
E	1	39,145	40,515	41,933	43,401	44,920
X	2	40,711	42,136	43,610	45,137	46,717
P	3	42,339	43,821	45,355	46,942	48,585
E	4	44,033	45,574	47,169	48,820	50,529
R	5	45,794	47,397	49,056	50,773	52,550
I	6	47,626	49,293	51,018	52,804	54,652
E	7	49,531	51,264	53,059	54,916	56,838
N	8	51,512	53,315	55,181	57,112	59,111
C	9	53,573	55,448	57,388	59,397	61,476
E	10	55,716	57,666	59,684	61,773	63,935
	11	57,944	59,972	62,071	64,244	66,492
	12	60,262	62,371	64,554	66,813	69,152
	13	62,672	64,866	67,136	69,486	71,918
	14	65,179	67,461	69,821	72,265	74,795
	15		70,159	72,614	75,156	77,787
	16		74,720	77,336	80,043	
	17		76,140	78,805	81,564	
	18		77,587	80,302	83,114	
	19		79,061	81,828	84,693	
	20				86,302	
	21				87,942	

This scale represents a 4.5% raise on the base salary, 4% steps (down) thru step 15; a 2.9% step increase from step 15 to 16; step 16 down results in a 1.9% step increase; and 3.5% increments (across).

**ROCKY BOY SCHOOL DISTRICT 2022-2023
CERTIFIED SALARY SCHEDULE**

EDUCATION						
	BA	BA +1	BA +2	MA	MA +1	
E X P E R I E N C E	1	39,928	41,325	42,772	44,269	45,818
	2	41,525	42,978	44,483	46,040	47,651
	3	43,186	44,698	46,262	47,881	49,557
	4	44,914	46,486	48,113	49,796	51,539
	5	46,710	48,345	50,037	51,788	53,601
	6	48,579	50,279	52,039	53,860	55,745
	7	50,522	52,290	54,120	56,014	57,975
	8	52,543	54,382	56,285	58,255	60,294
	9	54,644	56,557	58,536	60,585	62,706
	10	56,830	58,819	60,878	63,008	65,214
	11	59,103	61,172	63,313	65,529	67,822
	12	61,467	63,619	65,845	68,150	70,535
	13	63,926	66,163	68,479	70,876	73,357
	14	66,483	68,810	71,218	73,711	76,291
	15		71,562	74,067	76,659	79,342
	16			74,720	77,336	80,043
	17			76,140	78,805	81,564
	18			77,587	80,302	83,114
	19			79,061	81,828	84,693
	20					86,302
	21					87,942

This scale represents a 2% raise on the base salary, 4% steps (down) thru step 15; a 0% step increase from step 15 to 16; step 16 down results in a 0% step increase; and 3.5% increments (across).