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# Whitehall School District 4, 47 & 2

## Collective Bargaining Agreement 2019-2021

Whitehall Federation of Teachers

Local #3859

MEA/MFT, AFT, & AFL-CIO

&

Whitehall School Districts 4-47-2



## **PREAMBLE**

THIS AGREEMENT, entered into by the Whitehall Public School Board for Districts 4, 47, & 2, hereinafter referred to as the "Board", and the Whitehall Federation of Teachers, Local #3859 of the Montana Education Association/Montana Federation of Teachers, AFT, AFL-CIO, hereinafter referred to as the "Federation", has as its purpose the promotion of harmonious relations between the Board and the Teachers within the District, the establishment of an equitable and peaceful procedure for the resolution of differences as well as the establishment of pay, hours of work and other terms and conditions of employment for all Teachers employed by the District.

## **ARTICLE I** **RECOGNITION**

Section 1. The Board agrees to recognize and deal with the Federation as the exclusive representative of the teachers covered by this Agreement.

Section 2. The Federation shall represent members of the appropriate unit which shall consist of all teachers in the schools who are certified in Class I, II, IV, or V, as provided in 20-4-106-MCA, and whose positions call for, or require, such certification, such as counselors, librarians, and speech therapists, but shall exclude the following:

- a. Certified individuals who are not currently under contract to perform classroom teaching;
- b. The Superintendent and the Principals;
- c. Supervisors as defined by the Act;
- d. Casual or temporary employees;
- e. Long-term substitute teachers
- f. And all other employees.

## **ARTICLE II** **TEACHER AND FEDERATION RIGHTS**

Section 1. Nothing herein shall be construed to deny or restrict the rights accorded the teachers covered by this Agreement under Montana or Federal law or other applicable rules or regulations.

Section 2. In the event the Federation designates a member teacher to act in the capacity as an official spokesperson for the Federation on any matter, such a designation shall be made in writing.

Section 3. The internal business of the Federation shall be conducted by teachers during their non-duty hours.

Section 4. The Federation shall be permitted to call witnesses for matters being processed through the grievance procedure, provided that no more than two witnesses may be called from their classroom and/or work place at any one time and that these witnesses will return to their classroom or work place as soon as testimony is completed. It is understood and agreed that the grievant may be permitted to attend the entire grievance proceeding. In all cases, the Federation shall provide sufficient advance notice in writing to the Board in order that arrangements can be made for

classroom substitutes.

Section 5. If granted permission by the Superintendent or the School Board, the staff of the Federation may be permitted to confer with the teaching staff during school hours to conduct business, which could not have been reasonably taken care of at another time.

Section 6. The Federation may be permitted the use of meeting rooms within the schools of the district according to board policy.

Section 7. The Board will provide bulletin board space in each school for the posting of Federation business. Materials posted shall not be derogatory in nature.

Section 8. Copies of this Agreement will be provided to the teachers of the district at the beginning of each school year.

Section 9. The Federation shall be permitted to utilize teacher mailboxes for the distribution of Federation materials, provided that the material distributed is not of a derogatory nature.

Section 10. The officers and officials of the Federation shall be permitted to introduce and speak to issues at Board meetings, provided that such issues are not related to the collective bargaining process, in accordance with Board procedures, which shall ensure reasonable notice to the Board.

Section 11. The Board shall provide the Federation with any information which can be lawfully provided upon request, as long as such requests are of a responsible nature, are made of the Superintendent, and, if the Federation reimburses the Board for reproduction costs.

### **ARTICLE III** **FEDERATION SECURITY**

Section 1. Any teacher or member of the bargaining unit may become a member of the Whitehall Federation of Teachers Local #3859 and also has the option of joining the state teachers' union, MEA-MFT, under the procedures specified by the Federation.

Section 2. The Board shall deduct from the teacher's pay the following:

Subsection 2.1. Whitehall Federation of Teachers local dues in an amount certified by the Treasurer of the Federation upon receipt of written authorization from the teacher covered by this Agreement.

Subsection 2.2. MEA-MFT state dues upon receipt of written authorization from the teacher covered by this Agreement.

Section 3. All monies deducted as specified in Section 2 Subsection 2.1 and Subsection 2.2 above shall be forwarded on a monthly basis to the Treasurer in writing.

Section 4. The Federation will immediately defend and hold the Board harmless against any claim made, and against any suit instituted against the Board, as a result of any checkoff of Federation dues.

**ARTICLE IV**  
**RIGHTS OF THE BOARD**

Section 1. Nothing herein contained shall be considered to deny or restrict the Board of the rights, responsibilities, and authority under the Montana School Laws or other applicable laws and regulations.

Section 2. The management of the district and the direction of its employees is vested exclusively in the Board. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Board in accordance with such policy or procedure as the Board may determine. Management rights will not be deemed to exclude other management rights not herein specifically enumerated.

**ARTICLE V**  
**BOARD SECURITY**

Section 1. The Federation accepts liability for any damages to or loss of Board property, that are the result of illegal actions taken by striking teachers of the bargaining unit or other members or representatives of the Federation.

**ARTICLE VI**  
**NON-DISCRIMINATION**

Section 1. No member of the Federation shall be discharged or discriminated against for upholding the principles of the Federation or for engaging in Federation activities, which do not violate State or Federal statutes.

Section 2. The Federation and the Board affirm their joint commitment that no person shall be discriminated against with respect to employment, promotion, training, or any other employment related matter for reasons of race, creed, political ideas, age, marital status, national origin, ancestry, or sex, in violation of any applicable law.

**ARTICLE VII**  
**COMPENSATION**

Section 1. Teachers and other members of the bargaining unit shall be paid in accordance with the salary schedule attached hereto as **Addendum A**.

Section 2. Teachers and all certified personnel shall be issued an individual contract as set forth in Addendum C attached hereto. All contracts of employment of teachers authorized by resolution of the Board shall be in writing and executed in duplicate by the Chairman and the Clerk of the Board for the district and by the teacher.

Section 3. Teachers shall receive special duty compensation as provided in Addendum B attached hereto.

Section 4. Employees health insurance premium will be furnished by the School District at the following rate:

2019-20		
Single-	\$513.00	(2020-21)- Up to 3% increase on
Double-	\$740.00	premiums pending insurance increase)
Family-	\$879.00	

Additional dependent's premium, if desired, will be withheld from employee's wages.

For the duration of the contract, the first 10% increase in yearly health insurance premiums will be borne by the employee. Any increase in excess of 10% will be split 50/50 between the employee and the District.

Part-time teachers are eligible for single (self) insurance coverage. The District's contribution will pro-rated in accordance with the part-time teacher's schedule.

Part-time certified teachers who work the remainder of the school day as a classroom aide or classified staff in addition to a part-time teaching contract will be considered 1.0 FTE certified personnel for the District's insurance contribution.

Subsection 4.1. Employees listed in section 4 can participate in the insurance carrier Flex Spending Plan on an individual basis.

Subsection 4.2 All staff covered by the CBA unit, must participate in the annual insurance wellness meeting in order to potentially reduce insurance costs.

\*In event of a change in federal insurance law, Article VII may be reopened if agreed to by the union and the district.

Section 5. When the District Superintendent approves a plan to improve the curriculum, teachers who are willing to assist in developing said improvements, may be afforded up to five (5) days before school starts, or at the end of the school year, and outside the regular teaching contract. Pay for each day worked shall be \$100 per 6 hours worked.

Subsection 5.1. Teachers (excluding counselors) shall have the option of working one day, prior to the beginning of school, preparing for classes. The teacher will receive one hundred dollars (\$100) for this day and must comply with ARTICLE VII HOURS OF WORK. This day must fall within the week prior to the beginning of school and the teacher must check in with the building principal.

Section 6. All teachers K-12 will have expenditure authority to a maximum of \$100 each for instructional supply purchases during the school budget year. Receipts for such purchases will be turned in during the second week of October, January and the first week of April.

Section 7. The Board agrees to pay at the State authorized rate for mileage reimbursement for travel with advanced authorization by the administration with the understanding that the district van be used whenever available.

Section 8. Teachers must notify the superintendent by April 1st each year if they will have enough credits to advance horizontally on the salary schedule. Transcripts must be turned in to the Clerk of the Board by September 1st each year and the individual teacher's salary will be adjusted retroactive to the beginning of that school year. Horizontal lane movement shall require either 10 additional semester credits or 15 quarter credits. Horizontal lane movement is limited to one (1) lane per year with the exception of movement to the Master's lane. Vertical step movement is also limited to one (1) step per year.

Section 9. The Board will attempt to develop a suitable arrangement for the taking and selling of tickets at extra-curricular activities with a service organization, etc. The Board reserves the right to assign such work to teachers should it not be possible, after making a good faith effort, to develop such an arrangement.

Section 10. The Board shall compensate teachers for up to three graduate or undergraduate college credits per year from the Montana University System. Should a teacher elect to receive credits from an institution of higher learning other than in the Montana University System, that teacher shall not receive any more compensation for such credits than average cost of credits in the Montana University System. Such credits shall be appropriate to the teachers' professions and the needs of the district, as determined by the Superintendent.

Section 11. Upon leaving the district, insurance coverage will comply with 1986 COBRA law.

Section 12. Payroll checks will be available by 10 a.m. on the 15th of the month or if the 15<sup>th</sup> falls on a weekend or holiday, on the last working day prior to the 15<sup>th</sup>. In the event that direct deposit of paychecks becomes available by the school district, all employees covered by this agreement will use the service.

## **ARTICLE VIII** **HOURS OF WORK**

Section 1. The duration of the teacher's duty hours for all members of the bargaining unit shall remain the same for the duration of this contract as 8:00 a.m. - 3:45 p.m., with the following exceptions: On Friday, teachers may leave at 2:30.

Subsection 1.1. Teachers will be required to be at their respective duty stations 10 minutes before class time. A duty station is a classroom unless otherwise specified.

Subsection 1.2. Teachers will be provided a 30-minute lunch period and they will be assigned lunch period responsibilities on a daily rotating basis, at the discretion of the administration.

Subsection 1.3. Teachers shall be afforded five hours of preparation time during duty hours each week with the following exceptions:

- a. Where a holiday, early dismissal, or student activity eliminates a teacher's preparation time.
- b. The Librarian may not be granted a daily preparation period.

- c. That any Junior or Senior High classroom teacher who through the schedule development, is assigned two (2) or more study halls will not need to have a preparation period assigned as a part of his/her regular daily schedule.
- d. Teachers may have their hours of preparation time reduced to four hours of preparation time per week in the event of personnel reductions or scheduling difficulties in order to maintain course offerings and accreditation requirements, when recommended by the building principal as well as the District Superintendent and confirmed by the Board.
- e. A "preparation period" is defined as time during the regular student day when a teacher is not responsible for the direct supervision of any students or specific area. For classroom teachers in grades K-5, part of the one hour of daily preparation time will occur in a 40-minute continuous block at least three times per week. In the event of personnel reductions or scheduling difficulties in order to maintain course offerings and accreditation requirements, when recommended by the building principal as well as the District Superintendent and confirmed by the Board, a teacher's preparation time might differ from this definition.

Subsection 1.4. A teacher's preparation time may not be used for purpose of teacher substitution, without the teacher's permission. Teachers will be paid \$15.00 per period when they agree to use preparation time for occasional substitution.

Subsection 1.5. It is understood that the foregoing provisions of this Article may be suspended in emergency situations, such as disasters etc.

Section 2. Faculty meetings, which require teacher attendance past 4:00pm, will be limited to two (2) per month. In instances where more meetings occur within a month, teachers will be allowed to depart campus early on the workday that follows the additional mandatory meeting.

Section 3. The Whitehall Federation of Teachers may provide a proposed calendar for the next school year to the administration for consideration by the Board prior to the February board meeting.

## **ARTICLE IX** **LEAVES OF ABSENCE**

Section 1. Whenever a teacher utilizes any of the following leaves of absence there shall be no loss of benefits, including health and dental insurance, and other similar benefits, retirement contributions, and accrual of leaves.

Section 2. Teachers utilizing leave shall retain all years of seniority rights.

Section 3. All teachers covered by the terms of this agreement shall be granted sick leave, at full compensation according to the following:

Subsection 3.1. Teachers are granted fifteen (15) days of sick leave with pay during each school year to be used only when personal or immediate family illness



prevents them from carrying out their professional duties. As sick leave is used by a teacher during the school year, it will be subtracted from the total sick leave granted, leaving a remaining balance of available sick leave for the teacher.

Subsection 3.2. Those teachers who end the school year with more than 45 sick leave days will be paid one half of the average substitute cost for each day over 45 days. Those teachers will begin the following school year with 60 sick leave days.

Subsection 3.3. If a teacher's used sick leave should exceed the total accumulated, and a medical doctor further recommends more leave as necessary, the teacher, with the Superintendent's approval will be paid the difference between their salary and the qualified replacement salary.

Subsection 3.4. In cases of catastrophic illness teachers may donate up to 7 days per year to a sick leave bank. This bank will be capped out at 112 days per year. This bank may only be used by those teachers who have written verification from a medical doctor or doctors if requested by the Superintendent.

Subsection 3.5. The sick leave bank will be administered by the Whitehall Teachers Association. A committee will be formed to accumulate donated sick leave and will give to the Superintendent the names and the number of days donated by individual members of the teaching staff in case of catastrophic illness, where upon the teacher that is ill will be credited with the donated sick leave and the donating individuals shall have the donated days deducted.

Section 4. Teachers shall receive maternity and adoptive leave in accordance with applicable State and Federal laws. The school district has the right to implement administrative procedures for these leaves as long as those procedures do not violate applicable laws.

Section 5. Bereavement leave shall be granted to teachers for a period of up to three (3) days per year. If additional time is required under this provision, sick leave may be utilized upon request of the teacher, and with approval of the Superintendent.

Section 6. Teachers shall be granted up to three (3) days of personal leave at full compensation each school year. Personal leave shall be used for conducting personal business. A maximum of 4 teachers (first come first served) may take personal leave on any given day. This number shall be contingent upon the availability of substitutes as determined by the building principal. Personal leave shall not be granted during the first week and the last week of the scheduled school year.

Subsection 6.1. No more than two (2) days of unused personal leave may be carried over to the next school year.

Subsection 6.2 Teachers may convert up to nine days of sick leave per year at a rate of three sick days per personal day. After the exchange a teacher's sick leave balance may not be below ten days.

Section 7. Teachers shall be granted court leave to serve jury duty, or to be called by subpoena, and shall receive the difference between their regular salary and the compensation received for

jury duty or witness fees for the period of time they are required to serve or appear in court. Subsistence, travel, or other paid expenses shall not be considered in determining what compensation shall be received from the school district.

Section 8. Professional leave may be granted for the purpose of attending conferences, workshops, institutes, school visitations, and/or other meetings related to teaching disciplines.

Subsection 8.1. Professional leave may be granted upon request made in writing to the building principal. The Superintendent will have final approval on all professional leave.

Subsection 8.2. The Board may reimburse teachers on professional leave for travel expenses, registration, or other fees.

Subsection 8.3. The teacher may not suffer loss of salary or loss of accumulated sick or personal leave.

Section 9. Sabbatical leave may be granted to a teacher after seven (7) years of continuous teaching in the Whitehall School Districts. Sabbatical leave, if granted, will be utilized to pursue further education in the teaching field.

To qualify for sabbatical leave, the teacher must take at least 24 semester or 36 quarter hours toward a graduate degree. A program from the college verifying such must be presented to the Board. Approval for sabbatical leave must be granted by the Board. Said degree program and sabbatical request must be presented to the board for approval.

No more than one teacher per year in each district may be granted sabbatical leave. Requests for sabbatical leave must be presented to the Superintendent by February 1st of the calendar year in which the leave is to be started.

Teachers granted sabbatical leave will be paid 40% of their regular salary on the salary schedule for the year the sabbatical is taken. Recipients of sabbatical leave agree to return and teach in the Whitehall School Districts the contract year following their sabbatical or they shall pay back to the Whitehall School Districts the 40% total salary granted to them during their year of sabbatical leave.

Section 10. Federation leave shall be granted to teachers in the district to attend the Federation's convention, in accordance with Montana law.

Section 11. Upon request a leave of absence, without pay, may be granted to teachers for a period of up to one year.

Subsection 11.1. Such leaves may be granted on the recommendation of a physician, and shall be limited to reasons of physical or mental illness.

Subsection 11.2. Upon notification to the Board, and with a physician's release, a teacher on such leave shall be reinstated to his or her teaching position or to an equivalent position.

Subsection 11.3. Teachers on such leave shall be permitted to continue to

contribute to health insurance plans and shall not suffer loss of seniority with the district.

Subsection 11.4. All other leave of absence, without pay, must be approved at the discretion of the Superintendent.

Section 12. It is understood that abuse of any of the foregoing leave provisions shall subject a teacher to disciplinary action by the school district, up to and including discharge. The administration has the right to verify justified use of sick leave if a pattern of misuse occurs prior to any disciplinary action.

## **ARTICLE X** **EMPLOYMENT SECURITY**

Section 1. The Board shall provide written notice to all non-tenured teachers, who have been re-elected by the Board, by the 1st day of June. Any non-tenured teacher who does not receive notice of re-election or of termination shall be automatically re-elected for the ensuing school fiscal year. Any non-tenured teacher who receives notification of re-election for the ensuing school fiscal year shall provide the Board with written acceptance of the conditions of such re-election, within 20 days after receipt of the notice of re-election. Failure to notify the Board within the 20-day period will be considered non-acceptance of the tendered position.

Section 2. No teacher shall be terminated for the following reasons:

- a. The exercise of collective bargaining rights guaranteed under Title 39, Chapter 31, MCA -- Montana Public Employees Collective Bargaining Act.
- b. Discrimination as specified in Article VI of this Agreement.

Section 3. Non-tenured teachers will be evaluated in writing at least three times, one by October 15, one by January 15, and one by April 15 of each school year. Assigned mentor teachers will attend all non-tenured teacher evaluation reviews by administrators.

Section 4. Tenured teachers shall be afforded all protection and rights as guaranteed under Montana School Law, including and not limited to all of Title 20, Chapter 4, MCA. No tenured teacher shall be terminated without cause. All tenured teachers who have been employed by Whitehall School District for over 15 years shall be evaluated in writing every other year (administration discretion), by April 15 of the school year.

Section 5. Should a member of the bargaining unit be subjected to termination proceedings, said member shall have an election of remedies; that is, the member shall be able to choose whether or not to submit the matter to the grievance procedure specified in this Agreement, or to exercise his or her rights under Title 20, Chapter 4, MCA. Said member shall notify the Board of such an election within three (3) days after the notice of termination has been received.

Section 6. Any teacher subject to an evaluation shall have the opportunity to review such evaluation, and to respond in writing. Teachers are required to sign evaluations in acknowledgement of having received an evaluation, but may choose to indicate a protest to the evaluation, and submit a rebuttal within ten (10) pupil instruction (PI) days.

Section 7. The District will maintain a personnel file on each teacher. Teachers may review their personnel file upon request to the Superintendent. Should a teacher request review of his or her file, an appointment will be made to do so in the Superintendent's office.

Section 8. Letter of reprimand and written disciplinary action by the Board shall be made available to the affected employee.

Section 9. Letters from parents shall not be placed in the personnel file of any teacher.

Section 10. With written authorization from a teacher, the Federation may inspect a teacher's personnel file with the teacher present.

Section 11. Any teacher subject to a disciplinary conference may have a Federation representative present. A teacher may also have a Federation representative present at any step in the grievance procedure.

Section 12. It shall be the responsibility of the supervisor or building Principal to provide reasonable assistance to permit a teacher a fair and equitable chance to improve deficiencies in classroom instruction.

Section 13. The inter-communications system shall not be used for observation or evaluation of teachers.

Section 14. The Board will maintain a length of service roster and will update said roster on a yearly basis. A copy of the length of service roster will be made available to the President of the Whitehall Teacher's Association.

Section 15. Teachers shall not be subjected to unnecessary interruptions of their classrooms. Section

16. The parties agree that an essential component of this contract is the employee's agreement to perform his or her duties throughout the term of the contract. The parties agree that should the employee decide to leave the district before the expiration of this contract, that from the nature of this case, it would be impracticable or extremely difficult to fix the actual amount of damage sustained by the district. In light of such difficulty, the parties agree that a payment of five hundred dollars (\$500) prior to July 1, one thousand dollars (\$1000) prior to August 1, or the lesser of 1112 of the employee's salary or two thousand five hundred dollars (\$2500) on August 1 or later, shall be presumed to be the amount of damage sustained for the type of breach of this contract described in this paragraph. Addendum C takes precedence over this section involving resignations during the school year.

## **ARTICLE XI** **REDUCTION IN FORCE**

Section 1. Procedure: In the event that the Board determines it necessary to reduce Certified Staff levels and relieve tenured teachers from duties because of lack of duties, lack of funds, changes in curriculum, or because of conditions where continuation of such work would be inefficient or nonproductive, the Whitehall Teachers Association shall be notified by March 15 and the

provisions of this Article shall apply. Further, the Board shall state at that time the reason (or reasons) for Reductions in Force, which might eliminate tenured teaching positions and define the needs of the District relative to the Reduction in Force.

Section 2. Effect: Nothing in this Article shall be construed to limit the authority of the School Board to determine the number of employees, the establishment and priority of programs, the right to reduce staff, or abridge in any way the management rights of public employers as specified in MCA 39-31-303. Such actions shall not be subject to the Grievance Procedure provided in this Agreement. Teachers may, however, grieve concerning the establishment of their seniority date or the order of lay-off as provided in this Agreement. The management rights of public employers and the procedure of termination of teachers is governed by Montana Statutes and nothing herein shall be construed to modify or limit either School District or Teacher statutory rights as provided by Montana Law.

### Section 3. Definitions:

Subsection 3.1 Teacher. The term Teacher, as used herein, shall refer only to tenured Teachers regularly employed by the School District.

Subsection 3.2 Qualified. Qualified shall be defined as a Teacher who is certified and endorsed by the State Department of Public Instruction in the subject area and for the grade levels under consideration. If a Reduction in Force is enacted which affects a tenured Teacher who requires specific endorsement, training, experience or qualifications to bump into an available position, an applicant is granted thirty (30) days in which to acquire proof of endorsement and qualification in that area in order to be considered for the position.

### Section 4. Seniority:

Subsection 4.1. Seniority among tenured Teachers with regard to lay-offs brought about during Reductions in Force shall be determined and compared by using a Seniority Factor. The Seniority Factor shall be defined as the sum of the Total Years teaching within the District.

Subsection 4.2. Any portion of a school year during which a Teacher is under formal contract (excluding substitute teaching) shall be considered a full year in arriving at the Seniority Factor. Summer extra-curricular employment shall not result in seniority beyond that achieved during the normal school year.

Subsection 4.3. Upon achieving tenure status, a Teacher's record of years shall relate back to, and include, the first Contract year of continuous service.

Subsection 4.4. In determining the Seniority Factor, a tenured Teacher whose employment has been legally terminated but whose employment was subsequently reinstated for the next immediate school year shall be deemed to have continuous service.

Subsection 4.5. A Teacher who resigns, defaults on a Contract or does not accept

a Contract shall lose all seniority rights under this Article.

Section 5. Seniority Categories: For the purpose of this Article, seniority shall be measured and recorded within the following categories:

- I. Elementary Teachers: (K-8)
- II. Secondary Teachers: (7-12) by Certification
- III. Special Certificate areas: Counselor, Special Education and Library; (K-12)

Seniority lists shall be maintained for each category. Teachers may exercise seniority outside their present category only if qualified (Section 3.2) in another category and notified of the District's intent to terminate from their present category of employment.

Section 6. Order of Lay-off during Reductions in Force

Subsection 6.1. Normal attrition from resignation and retirement, when applicable, shall be the preferred alternative to achieve a Reduction in Force.

Subsection 6.2. Non-tenured Teachers shall be subject to lay-off rather than tenured Teachers, provided the tenured Teachers are qualified (Section 3.2), as the second preference during Reductions in Force.

Subsection 6.3. The third alternative during Reductions in Force shall be to compare the Seniority Factors of tenured Teachers subject to lay-off and qualified (Section 3.2) for a remaining position.

Tenured Teachers subject to lay-off shall be selected to remain in teaching positions for which they are qualified if their Seniority Factor is four (4) or more points greater than all other qualified tenured Teachers under consideration for the remaining position.

If qualified tenured Teachers under consideration for remaining positions possess Seniority Factors within three (3) or fewer points of other qualified tenured Teachers, they shall be considered essentially equal in Seniority Factor. In that case, a recommendation as to the Teacher (or Teachers) to be retained shall be made by the District Superintendent based upon a review of staff evaluations for the most recent three years as well as an evaluation by the District Superintendent and Building Principal of the candidate's skills and experience in relation to the defined needs of the District.

Section 7. Recall: Tenured Teachers on lay-off status will be kept in recall status for a period of 15 months from the date of lay-off. A Teacher's date of lay-off shall be defined as the final salaried workday upon completion of a teaching Contract with the District. If openings occur in the District of which laid-off Teachers are known to be qualified, they shall be notified by registered mail to their last known address. Teachers so notified shall have twenty (20) calendar days from the date of mailing to respond or shall waive any claim to consideration under this Article.

Tenured Teachers on lay-off and known to be qualified for an opening shall be notified and recalled in the inverse order of lay-off, i.e. last laid-off, first recalled. Failure on the part of a recalled Teacher to accept re-employment within twenty (20) calendar days from the date of mailing to shall constitute forfeiture on the part of the Teacher to any further rights under this Article.

**ARTICLE XII**  
**GRIEVANCE/ARBITRATION PROCEDURE**

Section 1. PURPOSE: The purpose of this procedure is to secure, at the lowest possible level equitable solutions to grievances.

Nothing contained herein shall be construed as a limitation of the right on any teacher, having a grievance, to discuss the matter informally with any appropriate member of the administration; and with having the grievance adjusted, without intervention of the Federation.

Section 2. DEFINITIONS: A grievance is defined as a claim, based upon an alleged violation, misapplication, or misinterpretation of any specific provision of the Agreement. For a grievance to be valid, it shall be filed within thirty (3) days of the alleged offense, and shall be filled out on a standard grievance form. Days shall mean calendar days, except as otherwise indicated.

Section 3. PROCEDURE:

Level 1. A teacher, or the Federation, alleging a grievance shall first discuss it with the appropriate principal, or immediate supervisor with the object of resolving the matter informally.

Level 2. If the aggrieved teacher of the Federation is not satisfied with the disposition of the grievance at Level 1, or if no decision has been rendered within ten (10) days after presentation of the grievance, the grievance may be filed in writing with the Superintendent. After a meeting, at which the grievant and/or his/her representative and the Superintendent discuss the grievance, the Superintendent shall render a written decision within ten (10) days.

Level 2a. If the aggrieved teacher or the Federation is not satisfied with the disposition of the grievance at Level 1, or if no decision had been rendered within ten (10) days after the presentation of the grievance, and the grievance is based on the claim regarding the Superintendent, the aggrieved teacher or the Federation should move directly to Level 3 bypassing Level 2.

Level 3. If the aggrieved teacher, or the Federation, is not satisfied with the disposition of the grievance at Level 2, the grievant or Federation may, within five (5) days after the Superintendent's decision is rendered, submit the grievance to the Chairman of the Board. The Board will consider the grievance at the next regularly scheduled Board meeting or, if mutually agreeable, a special Board meeting may be called for the purpose. Within seven (7) school days of the Board meeting, in which the grievance was received, the Board will present a decision to the grievant in writing.

Level 4. If the grievant and/or the Federation is not satisfied with the disposition of the grievance at Level 3, or if no disposition has been made within the time period provided, the Federation, may submit the grievance before an impartial arbitrator. The Federation shall exercise its right of arbitration by giving the Superintendent written notice of its intentions to arbitrate within seven (7) days after it has

received the decision at Level 3.

After notice of submission to arbitration, the Federation 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 not consider any argument or evidence that the grievant, Exclusive Representative or School Board did not submit to the other side two (2) days before arbitration.

The arbitrator shall consider the grievance and render a decision within thirty (30) days of the hearing or final submission of briefs, whichever is later. The arbitrator's decision shall be final and binding upon the parties.

Costs associated with binding arbitration shall be shared equally by the Whitehall Federation of Teachers 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 in the cost.

Section 4. EXCEPTIONS TO TIME LIMITS: The time limits set forth in this Article may be changed by written agreement. If the grievant fails to file the grievance with the first 30 days as stated in Level 1, the grievance is forever waived. If the grievant fails to timely file an appeal, the grievance is settled as stated in the earlier level.

Section 5. REPRISALS: No reprisals of any kind will be taken by the Board, the school administration, the Federation or the employee against any person because of participation in this grievance procedure.

Section 6. COOPERATION OF PARTIES: The Board, the administration, the Federation and the employee will cooperate with the other in its investigation of any grievance, and further will furnish the other such information as is requested for processing of any grievance.

Section 7. PERSONNEL FILES: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 8. ELECTION OF REMEDIES AND WAIVER: The Federation and/or teacher(s) instituting any actions, proceeding or complaint in a federal or state court of law, or before any 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 Federation 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.

Section 9. JURISDICTION OF THE ARBITRATOR: The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The arbitrator's decision will be based upon the



specific provisions of this Agreement.

This arbitration provision shall be for grievances only. In considering any grievance, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct the operations of the District.

**ARTICLE XIII**  
**LABOR MANAGEMENT RELATIONS COMMITTEE**

Section 1. A labor-management relations committee shall be established and shall be composed of three (3) Teacher committee members employed by the District and three (3) selected Board committee members.

Section 2. The function of the committee shall be to discuss problems or potential problems, which affect the operation of the school system. Any problems to be brought before the committee must first be brought to the attention of the building Principal and/or the District Superintendent by the Teacher or the Chairman of the Labor Relations Committee.

Section 3. The committee will meet as necessary. Meetings may be requested by either party.

**ARTICLE XIV**  
**MISCELLANEOUS PROVISIONS**

Section 1. It is understood and agreed that the Board will carry out and apply its policies with respect to student discipline fairly and consistently.

Section 2. Teachers shall be provided, consistent with the safeguarding of private information, the names of pupils known to be afflicted or suffering from physical and/or emotional problems as soon as it is practicable in the school year.

Section 3. The WFTA will be notified when a certified position is advertised. Upon notification, a tenured teacher, approved by the Superintendent, will be appointed by the WFT to the interview committee for any certified positions.

Section 4. All non-tenured teachers will be assigned an experienced teacher as a mentor. Willing mentor teachers will enter a written third-party agreement with the district that outlines responsibilities and expectations. WFT will provide a document to serve as a guideline and tracking tool (see appendix) that will be submitted by the mentor teacher at the end of the school year, prior to receipt of payment for mentoring. Payment for mentoring will be as follows:

\$300 Mentor of first year teachers  
\$100 Mentor of second and third year teachers

Section 5. All certified teachers will have access to the school district fitness rooms free of charge.

**ARTICLE XV**  
**SAVINGS/SEPARABILITY**

Section 1. In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, or through government jurisdiction or decree, such decisions shall not invalidate the entire Agreement; it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE XVI**  
**SCOPE OF AGREEMENT**

Section 1. The Board and the Federation acknowledge that, during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated, and the Agreement contained in this contract was arrived at after a free exercise of such rights and opportunities. Therefore, the Board and Federation, for the life of this Agreement, each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to in this Agreement.

Section 2. This Agreement constitutes the entire Agreement between the parties, and no verbal statements or past practices shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party, unless executed by the parties hereto.

**ARTICLE XVII**  
**DURATION OF AGREEMENT**

Section 1. This Agreement shall become effective **July 1, 2019** and shall be considered in full force and effect until and including **June 30, 2021**.

Section 2. If either party desires to renew, and/or to change or adjust this Agreement for the ensuing year, written notice shall be given to the other party during January **2021**. The other party shall render a written response to the request within ten (10) days.

# ADDENDUM A

<b>Whitehall Teacher Salary Matrix</b>						
<b>2019-20</b>	<b>1.0225%</b>					
<b>Years Experience</b>	<b>BA</b>	<b>BA+1</b>	<b>BA+2</b>	<b>BA+3</b>	<b>BA+4</b>	<b>MA</b>
0	\$33,195	\$33,434	\$34,382	\$35,381	\$36,435	\$37,547
1	\$33,405	\$34,352	\$35,350	\$36,403	\$37,514	\$38,686
2	\$34,291	\$35,288	\$36,339	\$37,447	\$38,616	\$39,851
3	\$35,195	\$36,243	\$37,348	\$38,514	\$39,745	\$41,045
4	\$36,115	\$37,215	\$38,377	\$39,603	\$40,898	\$42,265
5	\$37,051	\$38,208	\$39,428	\$40,716	\$42,077	\$43,514
6	\$38,004	\$39,218	\$40,499	\$41,851	\$43,280	\$44,790
7	\$38,975	\$40,247	\$41,590	\$43,009	\$44,509	\$46,095
8	\$39,961	\$41,293	\$42,703	\$44,190	\$45,764	\$47,427
9		\$42,359	\$43,834	\$45,394	\$47,044	\$48,787
10		\$43,442	\$44,987	\$46,620	\$48,348	\$50,176
11			\$46,160	\$47,870	\$49,678	\$51,593
12			\$47,352	\$49,141	\$51,034	\$53,039
13			\$48,566	\$50,436	\$52,415	\$54,512
14				\$51,751	\$53,821	\$56,014
15				\$53,090	\$55,253	\$57,545
16					\$56,709	\$59,103

<b>Whitehall Teacher Salary Matrix</b>						
<b>2020-21</b>	<i>1.015</i>					
<b>Years Experience</b>	<b>BA</b>	<b>BA+1</b>	<b>BA+2</b>	<b>BA+3</b>	<b>BA+4</b>	<b>MA</b>
0	\$33,693	\$33,935	\$34,897	\$35,912	\$36,981	\$38,110
1	\$33,906	\$34,868	\$35,880	\$36,949	\$38,076	\$39,266
2	\$34,806	\$35,817	\$36,884	\$38,009	\$39,196	\$40,449
3	\$35,723	\$36,787	\$37,908	\$39,092	\$40,341	\$41,660
4	\$36,656	\$37,774	\$38,953	\$40,198	\$41,512	\$42,899
5	\$37,607	\$38,781	\$40,019	\$41,327	\$42,708	\$44,166
6	\$38,574	\$39,806	\$41,106	\$42,479	\$43,929	\$45,462
7	\$39,559	\$40,851	\$42,214	\$43,654	\$45,177	\$46,786
8	\$40,560	\$41,913	\$43,343	\$44,853	\$46,450	\$48,139
9		\$42,995	\$44,491	\$46,075	\$47,749	\$49,519
10		\$44,094	\$45,662	\$47,319	\$49,073	\$50,929
11			\$46,852	\$48,588	\$50,423	\$52,367
12			\$48,063	\$49,878	\$51,799	\$53,834
13			\$49,294	\$51,192	\$53,201	\$55,330
14				\$52,528	\$54,629	\$56,855
15				\$53,887	\$56,082	\$58,408
16					\$57,559	\$59,990

\*It is understood that the rates of salary contained herein are minimum rates of salary. When experiencing problems is recruiting, the Board may offer a bonus(es) for an individual position or group of positions to meet such recruitment problems. Such bonus(es) shall not apply to teachers currently employed by the Board.

Payment on the master schedule will be made to those who have a master's degree in education from an accredited college or university.

# **ADDENDUM B**

## **EXTRA CURRICULAR SALARY PROVISIONS**

All teachers accepting extracurricular activity assignment shall be paid in accordance with the following provisions.

A. To compute the salary, multiply the base salary by the index.

B. Teachers accepting an assignment in one particular activity (i.e. football, basketball, or drama) as an assistant coach or instructor shall have all years of experience in that activity count towards years of experience upon promotion, (i.e., an assistant football coach with three (3) years of experience will be considered to have three (3) years of experience upon promotion to head football coach). Coaches new to the district will be given credit for previous coaching experience if in the same activity as which they are being hired.

Salaries based on the following listed criteria:

1. Hours involved
2. Number of events
3. Length of season
4. Importance of position (head coach vs. assistant coach)
5. Experience

C. Compensation for extra-curricular activities will be received at the pay period following the completion of the sports season and check out with the activities director and/or high school principal. Check out must be completed within one week of the completion of the season. (Complete check out means to account for and properly store all uniforms, equipment, and turn in keys.)

Pay Periods for each activity ...

High School Volleyball- November High  
School Cross Country- November High  
School Football- November  
Fall Cheer- November  
Middle School Volleyball -November  
Middle School Football- November Middle  
School Basketball (fall)- January  
Middle School Basketball (winter)- February High  
School Basketball -March  
High School Wrestling-March  
Winter Cheer- March  
Speech/Drama-February  
High School Track-Final check  
Middle School Track-May  
High School Tennis- Final Check

An exception to this policy shall be Drama Productions, Pep Band, and the High School Student Council Sponsor. Drama instructors shall receive their compensation on the first 15th of the month following each production provided all associated areas are cleaned and materials are properly stored. Pep Band director and the High School Student Council sponsor shall receive half of their compensation at the end of each semester.

### **Whitehall School District- Extra-Curricular Salary Schedules**

#### **EXTRA CURRICULAR SALARY INDEX & SALARY 2019-20**

\$33,195

Steps	#1	#2	#3	#4	#5
1	0.076	0.065	0.059	0.038	0.031
2	0.086	0.075	0.067	0.043	0.035
3	0.097	0.084	0.075	0.049	0.04
4	0.108	0.093	0.085	0.054	0.044
5	0.119	0.103	0.088	0.059	0.049
6	0.13	0.112	0.092	0.065	0.053

Steps	#1	#2	#3	#4	#5
1	\$2,523	\$2,158	\$1,959	\$1,261	\$1,029
2	\$2,855	\$2,490	\$2,224	\$1,427	\$1,162
3	\$3,220	\$2,788	\$2,490	\$1,627	\$1,328
4	\$3,585	\$3,087	\$2,822	\$1,793	\$1,461
5	\$3,950	\$3,419	\$2,921	\$1,959	\$1,627
6	\$4,315	\$3,718	\$3,054	\$2,158	\$1,759

#### **EXTRA CURRICULAR SALARY INDEX & SALARY 2020-21**

\$33,693

Steps	#1	#2	#3	#4	#5
1	0.076	0.065	0.059	0.038	0.031
2	0.086	0.075	0.067	0.043	0.035
3	0.097	0.084	0.075	0.049	0.04
4	0.108	0.093	0.085	0.054	0.044
5	0.119	0.103	0.088	0.059	0.049
6	0.13	0.112	0.092	0.065	0.053

Steps	#1	#2	#3	#4	#5
1	\$2,561	\$2,190	\$1,988	\$1,280	\$1,044
2	\$2,898	\$2,527	\$2,257	\$1,449	\$1,179
3	\$3,268	\$2,830	\$2,527	\$1,651	\$1,348
4	\$3,639	\$3,133	\$2,864	\$1,819	\$1,482
5	\$4,009	\$3,470	\$2,965	\$1,988	\$1,651
6	\$4,380	\$3,774	\$3,100	\$2,190	\$1,786

Categories: #1 Head FB, Head BB, Head WR, Head VB, Head TR, Band Director,  
Drama Director  
#2 Head TN, Head CC, Head Speech/Drama  
#3 CH/DT, Assistant TN and WR, 1st Assistant TR, FB, VB, BB (B&G) and CC  
#4 2nd Assistant TR, FB, VB, and BB (B&G),  
Assistant Speech/Drama, Head MS FB, BB, TR, VB  
#5 Assistant MS FB, BB, VB, TR  
#6 Elementary ACT

The following positions are not shown on the index:

#7 Drama Instructor stipend to be divided into no less than two (2) productions, and in such a way as is acceptable to the play director and assistant (s) and the building principal. These arrangements will be made in writing in advance of any production, selection or practice.

#8 The High School Student Council sponsor shall be paid a stipend of \$1,000.00 per school year.

Passes to home activities will be provided to staff member's children who are 6th grade or younger when the staff member is required to attend or be present for duties related to that activity.

# ADDENDUM C

## TEACHER'S EMPLOYMENT CONTRACT

THIS CONTRACT, Made and executed this day of \_\_\_\_\_, 20\_ between the Board of Trustees of School District No.4, 47 & 2 of Whitehall Jefferson County, State of Montana, acting in the name of said district, hereinafter referred to as "School District" and \_\_\_\_\_ hereinafter referred to as "Teacher".

### WITNESSETH:

1. \*(Contingent upon a satisfactory criminal background check pursuant to Sections 44-5-103(3) and 41-3-205 (3)(o) MCA (2003) t/(T)he School District agrees to employ the Teacher and the Teacher agrees to teach or perform related professional services, as and where assigned for the school year \_\_\_\_\_ for a period of 180 actual teaching days plus 7 pupil-instruction-related days as determined by the School District.
2. In consideration for the Teacher's services as above contracted, the School District shall pay to the Teacher a sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ provided that if this instrument is the Teacher's first contract with the School District, said sum may be adjusted depending upon evidence of the Teacher's experience, training and education. Such evidence as is requested by the School District must be presented to the Clerk of the School District before \_\_\_\_ of the year that this contract is executed. The above mentioned sum, after all legal and agreed deductions, shall be divided into twelve (12) equal amounts payable monthly, on or about the 15th day of each month, commencing \_\_\_\_\_. If the Teacher further requests, the last three (3) of the twelve (12) equal amounts will be available to the Teacher when all services contracted by the Teacher have been performed.
3. It is understood that the Teacher either holds a valid teaching certificate under the laws of Montana or will have obtained such certification before \_\_\_\_\_ of the year this contract is executed \*(and is dependent upon a satisfactory criminal background check pursuant to Sections 44-5-103(3) and 41-3-205 (3)(o) MCA (2003) otherwise this contract is void.
4. The Teacher agrees to comply with the provisions of state law relating to teachings and with all adopted rules, regulations and policies of the Board of Trustees, which rules and regulations insofar as they apply to the conduct of the Teacher under this agreement, are made a part hereof, by reference. The Teacher hereby acknowledges receipt of a copy of such rules, regulations and policies and further agrees to execute the directions of the District Superintendent and the Teacher's Principal or other immediate supervisor.
5. The Teacher agrees to submit to a physical examination by a licensed physician or other licensed medical practitioner at the request of the Board of Trustees of the School District at any time during the term hereof, the cost of such examination to be paid by the School District.
6. In the event this contract is terminated by application of state law or by mutual agreement prior to the expiration of its term, the contract sum shall be pro-rated on the basis of the number of teaching days plus pupil-instruction-related days served in relation to the total number of teaching days and pupil-instruction-related days in the school year.
7. Any termination of this contract by either party without mutual agreement (unless the contract be terminated pursuant to state law) shall subject the violating party to a penalty equivalent to 1/90th of the total annual salary stated above for each teaching day remaining in the school year at the time of such termination.
8. This contract shall not be modified or altered except in writing and signed by the parties hereto. In the event that this contract shall conflict with any earlier written contract of the parties hereto, the provisions of this contract shall prevail.

IN WITNESS WHEREOF, The chairman of the Board of Trustees and the Clerk of said School District, by authority vested in them pursuant to Resolution passed by a majority of said Board, and acting in the name of said School District, have subscribed their names and the Teacher has subscribed his or her name upon duplicate counterparts hereof, on the day and year first above written.

BOARD OF TRUSTEES OF SCHOOL  
DISTRICT NO.4, 47 & 2  
WHITEHALL, MONTANA

BY: \_\_\_\_\_  
Chairperson

ATTEST;  
BY: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Name of Teacher

\_\_\_\_\_  
Address

Must be returned by \_\_\_\_\_



# **ADDENDUM D**

## RETIREMENT INCENTIVE

Teachers wishing to retire at the end of the **2019/20** school term will be granted a one-time payment of \$5,000.00 on **June 15, 2020** with an additional payment of \$10,000.00 on **January 15, 2021**. In order to be eligible, a teacher must have a minimum of twenty-five years of teaching service, twenty years of which must have been in the Whitehall School District.

Teachers wishing to retire at the end of the **2020/21** school term will be granted a one-time payment of \$5,000.00 on **June 15, 2021** with an additional payment of \$10,000.00 on **January 15, 2022**. In order to be eligible, a teacher must have a minimum of twenty-five years of teaching service, twenty years of which must have been in the Whitehall School District.

This incentive can be offered to no more than the first 3 individuals who apply by January 1 for each year of the contract. It is agreed that the intent of this incentive applies for the duration of this contract.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS ON THIS  
**3rd DAY OF MAY 2019.**

FOR THE WHITEHALL PUBLIC  
SCHOOL BOARD, DISTRICT  
NO. 4, 47 & 2:

FOR THE WHITEHALL FEDERATION  
OF TEACHERS, LOCAL #3859, MEA/MFT,  
AFT, AFL-CIO:

By: \_\_\_\_\_  
Gina Ossello  
Member of the Board

By: \_\_\_\_\_  
Holly Harper, Member,  
Negotiating Committee

By: \_\_\_\_\_  
James Reiff  
Member of the Board

By: \_\_\_\_\_  
Gayle Walter, Member,  
Negotiating Committee

By: \_\_\_\_\_  
John Sullivan  
Superintendent