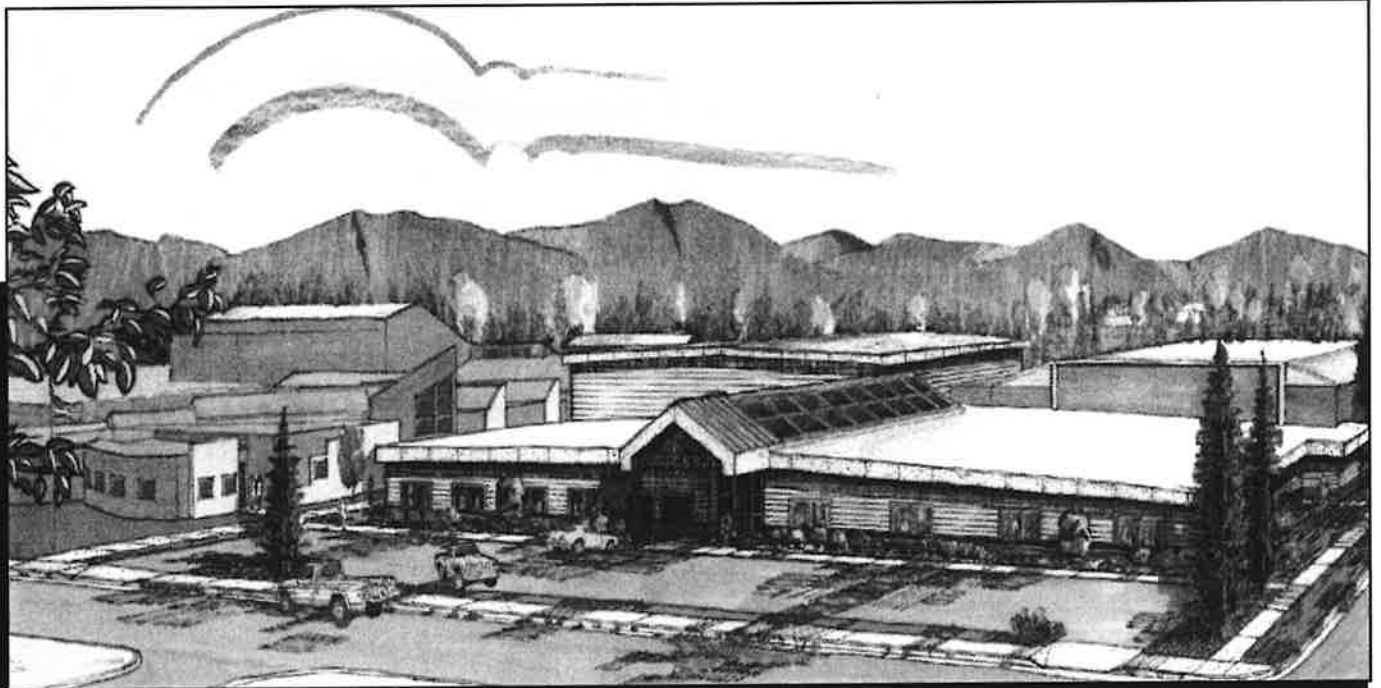


# MASTER CONTRACT

**TOWNSEND K-12 SCHOOL DISTRICT #1**



**AGREEMENT FOR  
2023-2024 SCHOOL YEAR**

***TOWNSEND, MONTANA***

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# Agreement

The agreement entered into this 31st day of May, 2023 by and between the Board of Trustees of Townsend Schools, K-12 District #1, hereinafter called the "Board," and the Townsend Education Association affiliate of the MFPE, NEA, AFT, AFL-CIO hereinafter called the "Association." It is hereby agreed as follows:

## INTRODUCTION AND PURPOSE

This Agreement, between the Board of Trustees of Townsend School District #1 and the Townsend Education Association, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, fringe benefits, and other conditions of employment.

## ARTICLE ONE—RECOGNITION

### 1.1 Association Recognition

The Board recognizes the Association as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit.

### 1.2 Appropriate Unit

The exclusive representative shall represent contracted members of the appropriate unit which shall consist of all teachers of the school district who are certified in Class 1, 2, 4, or 5 as provided in Section 20-4-106 MCA, and whose position calls for or requires such certification, and all teachers employed by the District in a teaching position and for whom an emergency authorization of employment has been issued by the Montana Superintendent of Public Instruction, but shall exclude the following: certified individuals who are not currently under contract to perform classroom teaching, the superintendent, the principal, substitute teachers, any teacher whose employment is of temporary, casual, or seasonal nature and such employees shall not be considered members of the appropriate unit.

## ARTICLE TWO—ASSOCIATION RIGHTS

### 2.1 Meetings

The exclusive representative shall have the right to use available school buildings and equipment at reasonable hours for meetings. Scheduling shall be subject to approval of the office of the superintendent or office of the appropriate building administrator in advance of the time and place of such meetings.

### 2.2 Association Business

Upon prior notification of the Superintendent Representatives of the Townsend Education Association will be permitted to transact official Association business on school property, if this shall not disrupt normal school operations.

### 2.3 Association Use of School Equipment

The Association shall have the right to use with prior permission from the office, the copy machines, calculating machines, and all types of audiovisual equipment when such equipment is not otherwise in use. The Association shall pay for all materials and supplies pertaining to such use in accordance with current Library fee rates for copies.

### 2.4 Distribution of Association Materials

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use district

mail service and teacher mailboxes for communication to teachers. No material shall be placed in the teachers' mailboxes that can be construed to deal with participation in, or information about any strike, work stoppage, or work slowdown. The association may use the district's electronic communication system to communicate with teachers, with the understanding that the District retains the right to review all electronic communications sent and received using its system. Distribution of materials must not violate school policy or Sec. 2-2-121, MCA, prohibiting use of school facilities, time, equipment, etc. in support of or in opposition to political candidates or ballot measures.

## **ARTICLE THREE**

### **PROFESSIONAL DUES AND FEES: PAYROLL DEDUCTIONS**

#### **3.1 Due Deduction Authorized**

- A: The school district shall deduct from the salaries of teachers such monies for the exclusive representatives as said teachers individually authorize the school district to so deduct. Commencing September and each month thereafter, the school district shall deduct in equal installments the monies that the teacher has agreed to pay the exclusive representative during the period provided in the individual's authorization. New authorizations, when received by the school district during the school year will be deducted in equal installments over the remaining monthly payments of the teacher's current contracted salary.
- B. The secretary of the exclusive representative will certify to the school district the current rate of membership dues and the names of the individuals who have joined the exclusive representatives.
- C: The school district shall transmit all deducted monies along with a list of names for whom deductions are made, to the secretary-treasurer of the exclusive representative monthly.

#### **3.2 Other Payroll Deductions**

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities (as per board policy), credit unions, bonds, insurance, or any other investment plans or programs.

## **ARTICLE FOUR—TEACHERS' RIGHTS**

- 4.1 Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he or she may have under Montana School Laws or other state laws and regulations. However, this does not incorporate these laws and regulations into this contract.
- 4.2 No tenured teachers shall be disciplined without just cause and due process. Nothing in this provision shall limit the board's ability to non-renew a non-tenured teacher without cause.

## **ARTICLE FIVE—BOARD RIGHTS**

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

## **ARTICLE SIX—GRIEVANCE PROCEDURE**

#### **6.1 Definitions**

- A: A grievance is defined as a claim by an employee, or the association based upon the interpretation, application, or violation of this agreement.
- B: A grievant is a teacher or group of teachers filing a grievance.
- C: A party in interest is the person, or group of persons, making the claim and any person who might be required to

take action or against whom action might be taken in order to resolve the claim.

## 6.2 Purpose

- A: The purpose of this procedure is to resolve the differences concerning the rights of the parties regarding the conditions of employment of the employees covered by this agreement. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any level of procedure.
- B: Nothing herein contained shall be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of the adopted policies of this district and that the Association has been given the opportunity to be present at such adjustment and to state its views.

## 6.3 Right to Representation

Any party in interest may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When a teacher is not represented by Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

## 6.4 Procedure

- A: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Grievances will begin at the appropriate level based on which level of management discipline originated from.
- B: Level One. A teacher with a grievance shall first discuss it either directly or through the Association's designated representative, with the objective of resolving the matter informally. This shall be done within ten (10) workdays following the knowledge of the act or condition which is the basis of the complaint.
- C: Level Two. If the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) workdays after presentation of the grievance, then the grievance may be referred to the office of the superintendent. The office of the superintendent shall arrange for a hearing with the grievant and/or the Association to take place within the (10) workdays of his/her receipt of the appeal. The parties in interest shall have the right to include representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the office of the superintendent will have ten (10) workdays to provide his/her written decision, together with the reasons for the decision, to the Association.
- D: Level Three. If the grievance has not been satisfactorily resolved at the second level, the aggrieved teacher may file within ten (10) workdays of the Superintendent's written decision, a copy of the grievance with the School Board. Within ten (10) workdays after such grievance is filed, the grievant, representative of the grievant as desired, the Superintendent, or his designee, and the Board or its designated committee, shall meet to resolve the grievance.
- E: Level Four. If the grievance involves a disputed interpretation of this agreement and if the grievant or the Association 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 Association may request that the dispute be resolved by binding arbitration. In such case, the Association shall provide the superintendent with written notice of its intention to submit the grievance to arbitration and file the same with the Montana Board of Personnel Appeals within twenty (20) days of receipt of the board's decision at Level 3 or expiration of the timelines specified in Level 3, whichever is later.

The Association shall request a list of seven (7) arbitrators from the Montana Board of Personnel Appeals. The parties may mutually agree on the selection of an arbitrator from the list. If the parties cannot agree, then the parties shall flip a coin to determine who will strike a name first and then alternate striking names until only one name is left. That person shall serve as arbitrator for the parties.

The arbitrator shall consider the grievance, conduct a hearing and/or receive the parties' briefs and have all necessary authority to render a full and effective award and issue a decision which shall be final and binding upon the parties.

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties. If any party desires a transcript of the arbitration proceedings, the party requesting the transcript shall pay the costs of the transcript. If both parties request transcripts, they shall share equally in the cost.

Should either party fail to implement an arbitrator's decision, the decision may be entered as a final judgment in any court of competent jurisdiction.

#### 6.5 Exceptions to Time Limits

- A. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. Similarly, steps of the grievance process may be waived only by written mutual agreement of the parties and so indicated by written instrument.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance may be processed through this grievance procedure until resolution.

#### 6.6 Cooperation of Board, Administration, and Association

The Board, Administration, and the Association will cooperate in the investigation of any grievance and will furnish such information as is required through mutual agreement for the processing of any grievance.

#### 6.7 No Reprisals

No reprisals of any kind will be taken by the Board, Administration, or Association because of participation in the grievance procedure.

#### 6.8 Personnel Files

All documents, communication, and records dealing with the processing of the grievance shall be filed separate from the evaluation files of the participants.

#### 6.9 Forms

Grievance Report Forms are attached as Appendix D and will also be available at the office of the appropriate building administrator, the office of the Superintendent, and in the faculty handbook.

## **ARTICLE SEVEN—DUTY YEAR**

#### 7.1 Duty Year

Sec. 20-1-302, MCA, authorizes the Board of Trustees to "set the number of days in a school term, the length of the school day, and the number of school days in a school week," provided that the minimum aggregate hour requirements of Sec. 20-1-301, MCA, are satisfied, and also provided that any changes to a previously adopted school term, school week, or school day are negotiated with affected unions. A full-time teacher's daily rate of pay shall be calculated at a rate of 1/187 of their gross salary. (Gross salary divided by 187)

#### 7.2 Calendar

The scheduling of duty days shall be established each year as the school calendar. The school calendar shall be established by the Board after reviewing prospective calendars submitted to the Board by a joint committee made of representatives of the staff, administration, and the Association.

7.3 Rescheduling

In the event that an employee duty day is lost due to school closing, the teacher shall perform duties on such other day in lieu thereof as the school district determines, if any.

7.4 On all days preceding holidays or recesses the teachers' workday shall end fifteen minutes from the end of the student school day.

## **ARTICLE EIGHT—TEACHER EVALUATION**

8.1 Monitoring and Observation of Teacher

Formal evaluations of the work performance of the teacher shall be conducted openly by the representative of the office of superintendent or the appropriate building administrator and with full knowledge of the teacher.

8.2 Process

Evaluation and the method of evaluation is a continual process. Both parties agree to continued mutual study and revision to best meet the expectations of the instructional program. At a minimum, one (1) class observation and written evaluation is to be conducted for each tenured teacher and two (2) for each non-tenured teacher at a time to be determined by the representative of the office of superintendent or the appropriate building administrator.

## **ARTICLE NINE—LEAVES**

9.1 Sick Leave

- A: Twelve (12) days annually at full salary will be provided each teacher for personal illness or disability, quarantine, communicable disease, maternity, adoption, and personal medical appointments for the individual teacher, immediate family, or household members.
- B: Upon termination, the district will pay out accumulated days up to 120 days @ 25%. Any leave accumulated over the above 120 days shall be forfeited.
- C: The full amount of leave will be available for use from the starting date of the contract.
- D: All provisions of the Family Medical Leave Act will be followed.
- E: The superintendent or the appropriate building administrator will decide what constitutes sick leave if there is a question. There will be records kept and these will be always open to teachers and employees. By March 1 of each year, each teacher may elect to contribute up to three (3) sick leave days per year to a common bank to be administered by a committee of association and board members (two each). Teachers who have exhausted their accumulated sick leave allowance may make reasonable withdrawals, as determined by the committee, from the common bank, provided there are sufficient days available in the bank. The maximum accumulation of days in the sick leave bank shall be 120.
- G: The sick leave bank will run concurrently with the Family Medical Leave Act. The sick leave bank is meant to provide temporary assistance during an extended illness. Applicants must use all their available sick leave and personal leave prior to requesting leave from the sick leave bank. All requests and accompanying documentation must be made no later than 30 days after the incident. An immediate family member (spouse, siblings, children, parents, grandparents, aunts, uncles, cousins, spouse's family in like degree, or a member of the household) member can submit the request letter and licensed medical doctor's statement if the applicant is incapacitated. Leave from the sick leave bank isn't available for elective surgeries or surgeries that can be postponed. Leave for the applicant may +be granted when the applicant or the applicant's immediate family member suffers from an emergency or serious health condition defined as 1) conditions requiring an overnight stay in a hospital or other medical care facility; 2) conditions that incapacitate the applicant or the applicant's immediate family (for example, unable to work or

attend school) for more than three consecutive days and require ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care such as prescription medication); 3) chronic conditions that cause occasional periods when the applicant or the applicant's immediate family member are incapacitated and require treatment by a health care provider at least twice a year. Such situations will be reviewed on a case-by-case basis by the Sick Leave Bank Committee. The sick leave bank cannot be used to extend maternity leave past the initial six weeks of leave unless complications arise from pregnancy or delivery.

H: Teachers with medical appointments may be released at 3:30 p.m. with no sick leave deduction if they are not responsible for supervising students and have the approval from their building principal.

## 9.2 Emergency Leave – Bereavement

A: Up to five (5) days at full salary will be allowed each employee for each death or illness of an immediate family member (spouse, siblings, children, parents, grandparents, aunts, uncles, cousins, spouses family in like degree, or a member of the household) considering the needs of the employee. Additional time, if requested by the employee, shall be deducted from accumulated sick leave.

B: Emergency leave may be granted at the discretion of the Superintendent or appropriate building supervisor for certain situations that arise outside the control of the employee. Examples for such leave would be cancelled flights, road closures, or dangerous traveling conditions that prevent the employee from returning to duty.

## 9.3 Leave for Civic Duties

Temporary leave at full salary will be provided each teacher for jury duty, court appearances as a witness, reserve duty, and worthy community service, pursuant to the School Laws of Montana.

## 9.4 Military Leave

Military leave shall be granted pursuant to applicable law.

## 9.5 Professional Leave

Professional leave involving school business shall be granted at the discretion of the superintendent or the appropriate building administrator.

## 9.6 Personal Leave

A. Four (4) days annually will be allowed for personal leave. Use of days in May must be requested prior to May 1. In case of emergency, personal days may be utilized in May. Notification of intent to take personal leave will be given at least five (5) days prior to such leave except in the case of emergency. At the end of the school year, unused leave days will be treated as follows: a maximum of two (2) days will be carried over to the following year, (if an individual has only one (1) unused day then only one (1) will be carried over to the following year) with the maximum number of Personal Leave days to be accumulated to six (6), the remaining number of personal leave days not used will be redeemed for \$125.00/day at the conclusion of the contract period.

B. Floating Days- If all personal leave has been utilized, a certified employee can move up to one (1) day per school year from their available sick leave days to their personal days. The request must be scheduled and approved in advance by the employee's immediate supervisor. They must be used during that current school year, they may not be carried over to the next school year, nor may they be cashed out if not used or paid out upon termination of employment. All previous criteria specific to personal days also applies to the floating days.

## 9.7 Sabbatical Leave

Sabbatical leave without pay will be granted upon application approval by a joint review panel representing both the association and the school system to engage in full-time study, travel, research, work experience, or the professionally advantageous activity. Final approval or disapproval will rest with the Board.



9.8 Extended Leave

Requests for extension of leave other than sabbatical leave will be brought to the board by the superintendent, the building administrator, the party involved, or his/her personal representative.

9.9 Maternity Leave & Adoption

All provisions of the Family Medical Leave Act will be followed.

9.10 Leave for School Activities

A. If a teacher has no supervisory duties after the end of the academic school day 3:30 pm (Monday—Thursday) or 2:30 pm (Friday), upon approval of a building administrator, a teacher may leave to attend out of town school activities.

9.11 Leave Time Request

The explanation for leave time increments will be outlined on the Leave Request Form which is located on the district web page and Faculty Handbook— Appendix I.

9.12 Leave Review Committee

A committee comprising of two (2) school board members and two (2) members of the bargaining unit -will review questions for types of leave used on a case-by-case basis.

## **ARTICLE TEN—GROUP INSURANCE**

10.1 Selection

The district and the association shall jointly participate in the selection of an insurance carrier and options. In the event of a disagreement, the district school board will make the final decision. The selection of the insurance carrier and policy shall be made by the school district. The policy selected must provide coverage, which is substantially equivalent to, or better than, the current policy. The Association shall be consulted if a change in carrier is proposed.

10.2 Health and Hospitalization Insurance

For the contract year 2023-2024, the school district shall pay the same percentage as the previous year with any increase or decrease in premium to be split on a 60%/40% basis with the district paying 60%. The categories of coverage include single, two-party, parent/child, and family.

The amount paid by the school district will be determined by the premium of the revised Major Medical Plan. This amount can then be used by the employee toward other plans offered by the insurance company. The employee will be responsible for the remainder of the premium.

Teachers may continue to move from one category to another with a qualifying event (birth, adoption, marriage, etc.) or during open enrollment. A schedule for insurance rates is included in Appendix C.

10.3 Claims Against the School District

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district because of a denial of insurance benefits by an insurance carrier.

10.4 Duration of Insurance Contribution

The school district's contribution toward participation in the group health insurance plan will continue for as long as the employee is employed by the school district. Contributions will continue through June 30 for those employees who resign or are terminated at the end of the school year. For those employees who resign or are terminated during the school year, contributions will cease at the end of the month in which the resignation or termination is effective.

## **ARTICLE ELEVEN—SALARY SCHEDULE**

### 11.1 Contingency

The parties recognize that salaries are contingent on the passage of the mill levy, if required, each year. If the mill levy fails, salary and fringe benefits provisions may be renegotiated at the Board's sole discretion.

### 11.2 Salary Schedule

The base salaries of teachers covered by this agreement are set forth in Appendix A, which is attached to and incorporated into this agreement. The base salary for the 2023-2024 school year will be \$33,635.

### 11.3 Placement on the Salary Schedule

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

- A: Graduate credits earned after the degree may be used for educational lane advancement.
- B: Undergraduate (upper level) credits may be used for lane advancement if approved in advance by the superintendent or the appropriate building administrator and the Board.
- C: New Employees: All teachers will be allowed ten (10) years on the salary schedule set forth for full years of outside teaching experience in any school district in the State of Montana or other teaching experience in a school district accredited by a recognized accrediting agency.
- D: A teacher new to the school district will not be placed at a step higher than a current teacher with equal or greater qualifications/experience. If it's determined a new teacher will be placed at a step higher, the current teacher's pay will be raised to the equal step. If there is a question regarding experience/qualifications, an ad hoc committee comprised of the superintendent, the TEA president or designee, and a trustee shall be convened for review and final decision.
- E: Documentation of additional professional preparation, if sufficient to advance the teacher's preparation status, shall be submitted to the office of the superintendent or appropriate building administrator not later than the first day of September. This documentation may be in the form of an official transcript, course grade slip, or an advisor's letter.
- F: The board shall reimburse the full cost of tuition or fees incurred by a teacher in connection with any course, workshop, seminar, conference, and in-service training session which a teacher takes at the request of the Board or Administration. Application for reimbursement, with proof of credits earned for session attendance, will be made within the next billing period. Payment will follow as soon as possible.
- G. Any teacher who intends to make a lane change must respond to the superintendent's survey on or before March 31<sup>st</sup>.
- H. Any teacher who passes the National Board Certification will be receive a one-time payment to cover the cost of the tests. Verification of Certification must be presented to the Superintendent for payment to occur. An additional stipend of 5% of the base will be added to their salary if they remain Nationally Certified.

### 11.4 Pay Deduction

Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

## **ARTICLE TWELVE—EXTRA-CURRICULAR COMPENSATION**

### **12.1 Salary Schedule**

The wages and salaries reflected in Appendix B, attached hereto, shall be in effect during the designated periods.

### **12.2 Assignment of Extra-Curricular Duties**

The Superintendent will first seek volunteers from the current staff, then the community. Should no volunteers exist, the superintendent or the appropriate building administrator or his/her designee may assign the teacher to extra-curricular assignments, subject to established compensation for such services, which exceed the teaching or non-teaching services prescribed in this document. Separate contracts will be issued for extra-curricular duties.

### **12.3 Extra-Curricular Tenure**

Extra-Curricular assignments associated with additional compensation shall not be construed to be a tenure assignment unless expressly so provided in the individual contract.

## **ARTICLE THIRTEEN—MISCELLANEOUS**

### **13.1 Meet and Confer**

A Labor-Management committee will be established to discuss items of interest or concern not addressed through negotiations. The committee will consist of the District Superintendent, 2 (two) board members, and 3 (three) teachers. The committee will meet once every three months during the school year. Either party may request a meeting if there are items that need immediate attention outside of the regularly scheduled meeting. Meetings by request will be scheduled within 10 (ten) working days.

### **13.2 Early Termination of Contract**

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 employ of the district before the expiration of this contract, that, from the nature of the case, it would be impracticable or extremely difficult to fix the actual amount of damage sustained by the district. Considering such difficulty, the parties agree that a payment of five hundred dollars (\$500) prior to July 1, one thousand dollars (\$1,000) prior to August 1, or the lesser of 1/12 of the employee's salary or two thousand five hundred dollars (\$2,500) 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.

## **ARTICLE FOURTEEN—EFFECT OF AGREEMENT**

### **14.1 Effect**

This agreement constitutes the full and complete agreement between the School Board and the Association. The provisions Herein relating to salary, hours, fringe benefits, and other terms and conditions of employment supersede all prior agreements, resolutions, practices, rules, or regulations concerning salary, hours, fringe benefits, and other terms on conditions of employment inconsistent with these provisions.

### **14.2 Changes of Agreement**

During its term, this agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.

### **14.3 Severability**

If any provision of this agreement or any application thereof to any teacher is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, and the remaining provisions shall continue in full force and effect. If such provisions exist which are so held, at the request of either party, negotiations shall immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties.

#### 14.4 Duplication and Distribution

Employees can access the electronic version of the CBA on the Townsend School District website. The district shall post the updated CBA within 30 days of it being signed by both the Association and the Board.

## **ARTICLE FIFTEEN—REDUCTION IN FORCE**

#### 15.1 Procedure

In the event the School District determines to reduce staff the provisions of this Article shall apply.

#### 15.2 Definition

- A. Teacher: The term teacher used herein shall refer only to tenured teachers.
- B. Qualified: Qualified means a tenured teacher who is certified by the State Department of Public Instruction for a position established by the School District, (and who has taught in such subject matter category for at least one semester within the last 5 years while a member of the Townsend K-12 School District.)
- C. Subject Matter: Subject matter shall mean such categories as are determined by the State Department of Public Instruction for certification purposes.
- D. Days: Means teacher duty days, unless otherwise stated.

#### 15.3 Seniority

- A. Seniority shall mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service with the School District including authorized leave of absences allowed by the School District pursuant to this Agreement.
- B. Probationary teachers shall not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to his/her first day of continuous service. (Long term substitute service under contract, immediately prior to regular contract service shall be counted toward a teacher's seniority.)
- C. In determining the list of seniority, an employee whose employment has been legally terminated by resignation, or terminated but whose employment was subsequently reinstated without interruption, shall be deemed to be continuous service.
- D. Certified teachers employed by the School District in professional positions outside the teachers' unit, i.e., administrators, shall maintain seniority in the teacher's unit consistent with total teaching service in the School District provided the administrative employee is qualified and certified as described herein.
- E. If seniority is equal for purposes of layoff; the second order will be determined by the educational placement on the salary schedule. The final order, if needed, shall be determined by lot.

#### 15.4 Seniority List

- A. On or about December 1 of each school year, the School District shall cause a seniority list, (by name, date of employment, qualification, and certification), to be prepared from its records. It shall thereupon post such list in an official place in each school building.
- B. Any person whose name appears on such list, and who may disagree with the findings of the School District, and

the order of seniority on said list, shall have fourteen (14) days from the date of posting, to supply written documentation, proof, and request for seniority change, to the School District's Superintendent's Office.

- C. Within fourteen (14) days thereafter, the School District shall evaluate all such written communications regarding the order of seniority contained in said list and make such changes as the School District deems warranted. The final seniority list shall thereupon be prepared by the School District and shall be posted in each school building. Such list shall be binding on the district and all teachers shown thereon. Each year, thereafter, the School District shall cause such seniority list to be updated. Such list shall govern the application of Reduction in Staff, Article XIV, until thereafter revised.
- D. Any person disagreeing with the final seniority list, prepared pursuant to sub. C. above may pursue the matter through the Grievance Procedure provided by Article XI.

#### 15.5 Voluntary Layoff

Senior teachers may accept voluntary lay-off during a period when the School District is placing tenured teachers on layoff. Teachers accepting voluntary layoff will, as do all teachers on layoff, continue to accrue seniority. Voluntary layoff shall be for a period of the succeeding school year unless altered by mutual agreement. Teachers wishing to be recalled from voluntary layoff for the next school year shall give the Superintendent's office written notice of this intention by the preceding February.

#### 15.6 Order of Layoff

Qualified teachers shall be placed on layoff in inverse order of seniority. (The School District retains, consistent with the provisions of this Agreement, the right to assign teachers to positions for which they are certified. The School District shall not be required to transfer a more senior teacher to an assignment requiring different certification to accommodate the seniority claim of a teacher proposed for layoff.)

- 1. In the event of a staff reduction, tenured teachers shall not be placed on lay-off if there is a probationary teacher employed in a position requiring the same certification.
- 2. If the determined reduction is not accomplished by sub. 1. hereof, then the School District may place on layoff tenured teachers in order of inverse seniority within certification and qualification as defined in this Article.
- 3. The district shall not transfer a teacher to an assignment for the sole purpose of placing that teacher in a position which the district intends or expects to eliminate.

#### 15.7 Recall

- A. No new teacher shall be employed by the School District in a position for which a tenured teacher is licensed. Tenured teachers shall first be recalled to vacant positions in inverse order from that in which said teacher was placed in layoff, providing that such teacher possesses necessary certification for the position.
- B. When placed on layoff, a teacher shall maintain a current address with the School District and if a position becomes available for the teacher on layoff, the School District shall provide written notice by Registered Mail, Return Receipt Requested. The teacher shall have fourteen (14) calendar days from the date of receipt of such notice to accept re-employment within thirty (30) days of receipt of recall notice to accept re-employment. Failure on the part of the teacher to accept re-employment within fourteen (14) calendar days of receipt of recall notice, or failure of the teacher to report for duty within thirty (30) days of the receipt of recall notice, shall constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.

If the School District is unable to effect delivery of a Registered letter, Return Receipt Requested at the last address left with the School District by the teacher, the district after five (5) days shall send a notice by Certified Mail, and the fourteen-day period provided herein, shall commence running at the time the notice by Certified Mail is sent.

- C. Re-employment rights shall automatically cease 24 months from the last day of work in the bargaining unit for the School District and no further rights to reinstatement shall exist.

#### 15.8 In District Transfers

In the event of an opening or a teaching position which occurs prior to the last calendar school day, any certified staff member with tenure may request a transfer to such position if it is not a temporary one-year position. Any request shall be made in writing and filed with the superintendent. The application shall set forth the reasons for the request, grade or position sought, and the applicant's academic, certification and endorsement qualifications. The staff member must be certified for the open position or be approved for an Office of Public Instruction internship program in that specific area at the time the application is submitted. All available positions shall be posted internally for a period of three working days in each teacher work area. If no transfer requests are received by 8:00 a.m. on the fourth working day, the position will be advertised outside the district.

After the last calendar day of the school year, job openings will be posted for seven (7) calendar days on the school website. The current staff will be notified on the day of the job posting. It is also the teacher's responsibility to check for available openings. After seven (7) days, the position will be advertised outside the district.

The superintendent shall complete a survey of the staff (in conjunction with the salary advancement survey) to garner from the staff their interest in transferring to any other certified teaching position in the district. If there are no qualified staff members who indicate an interest in a particular position or it is a position in which there are no staff members who have obtained certification, then the superintendent may advertise the position immediately upon its opening or list it as a tentative opening. Qualified staff members will have the opportunity to apply for an open position during the three-day time period referenced above if they meet the qualifications established above.

Requests for transfer shall be considered on the basis of the applicant experience, qualifications, certification, training/workshops, and any other criteria indicated on the listing in determining the applicant's qualifications including an interview and the availability of a qualified replacement for the position which the applicant would vacate. Seniority will be considered in the event of equal qualifications. The board reserves the right to change job descriptions as needs of the district change. In the event that a request for transfer is denied, the district will provide the applicant with a written statement explaining the reasons for the denial if requested from the teacher. This written request must be made within ten days from the announcement of the decision. If the district rejects the transfer application, then it may advertise the position outside the district. Criteria set forth in paragraph two allows for the district to advertise a position prior to the rejection of a transfer application. As long as the procedures identified in 15.8 are followed, the denial of transfer request shall not be subject to the grievance procedure described in Article 6.

#### 15.9 Openings Created During the School Year

In case of a teaching position that becomes vacant during the current contract year the following steps will be taken: 1.) The position will be posted internally for a period of three (3) working days in each teacher work area. The In District Transfer procedure found in 15.8 will be used for permanent replacement at the time of contract offerings for the next school year; and 2.) the position will be filled for the remainder of the school year through established hiring and staffing procedures.

# ARTICLE SIXTEEN—DURATION OF AGREEMENT

## 16.1 Effective Periods

This agreement shall be effective July 1, 2023, through June 30, 2024.

## 16.2 Renewal and Re-opening of Agreement

This agreement will continue in force and effect for one (1) year, except as provided in Article 11.1, unless either party gives notice to the other party, not later than March 15th of its desire to re-open certain provisions of this agreement and/or additions to this agreement, and to negotiate over the terms of these provisions. Each year of this agreement a committee will meet to set the base salary amount as is outline in 11.2. In the event a successor agreement is not agreed upon before the termination date of this agreement, all provisions of this agreement shall remain in full force and effect until an agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the termination date on the agreement.

## 16.3 Date and Signatures

For the Townsend Education Association:

Date 6/20/23  
[Signature]  
President

[Signature]  
Secretary

For the Board of Trustees of the Townsend Schools, K-12 District #1:

Date 8/11/23  
[Signature]

Kayce Williams

## APPENDIX A

# SALARY SCHEDULES

\*Any teacher with no experience will be placed at Step 1. That teacher will remain at Step 1 until their years of experience catches up to placement on the salary schedule. The beginning salary for a teacher with no experience and no additional credits will be \$33,635 for the 2023-2024 school year.

\*For years after 31, the multiplier stays the same.

Lane change requirements are defined by 10 semester credits or 15 quarter credits. (Appendix A)

4.0% increase on base for 2023-2024.



**Townsend K-12 School District #1 2023-2024 Salary Schedule**

10 Graduate Credits required for one lane change

Per CBA

4.0%

Base Salary	2023-2024	<b>\$33,635</b>		2022-2023	\$32,341	
Yrs. Exp.	BA	BA+1	BA+2	BA+3	MA	MA+1
0	\$33,635	\$34,745	\$35,889	\$36,427	\$36,999	\$38,142
1	\$34,947	\$36,158	\$37,402	\$38,041	\$38,647	\$39,891
2	\$36,225	\$37,268	\$38,916	\$39,622	\$40,295	\$41,640
3	\$37,537	\$39,017	\$40,463	\$41,203	\$41,943	\$43,389
4	\$38,815	\$40,429	\$41,976	\$42,784	\$43,591	\$45,138
5	\$40,093	\$41,842	\$43,490	\$44,365	\$45,239	\$46,887
6	\$41,405	\$43,255	\$45,004	\$45,945	\$46,887	\$48,636
7	\$42,683	\$44,701	\$46,551	\$47,560	\$48,535	\$50,385
8	\$43,995	\$46,114	\$48,064	\$49,141	\$50,183	\$52,134
9	\$45,273	\$47,526	\$49,578	\$50,722	\$51,832	\$53,883
10	\$46,584	\$48,939	\$51,092	\$52,302	\$53,480	\$55,632
11	\$47,257	\$50,385	\$52,639	\$53,883	\$54,960	\$57,381
12	\$47,257	\$51,798	\$54,152	\$55,464	\$56,776	\$59,130
13	\$47,257	\$52,471	\$55,666	\$57,045	\$58,424	\$61,216
14	\$47,257	\$52,471	\$56,339	\$57,718	\$60,072	\$62,628
15	\$47,257	\$52,471	\$56,339	\$57,718	\$60,745	\$64,377
16	\$47,257	\$52,471	\$56,339	\$57,718	\$60,745	\$65,050
17	\$47,257	\$52,471	\$56,339	\$57,718	\$60,745	\$65,050
18	\$47,257	\$52,471	\$56,339	\$57,718	\$60,745	\$65,050
19	\$47,594	\$52,807	\$56,675	\$58,054	\$61,081	\$65,386
20	\$47,594	\$52,807	\$56,675	\$58,054	\$61,081	\$65,386
21	\$47,964	\$53,143	\$57,011	\$58,390	\$61,418	\$65,723
22	\$47,964	\$53,143	\$57,011	\$58,390	\$61,418	\$65,723
23	\$48,266	\$53,480	\$57,348	\$58,727	\$61,754	\$66,059
24	\$48,266	\$53,480	\$57,348	\$58,727	\$61,754	\$66,059
25	\$48,603	\$53,816	\$57,684	\$59,063	\$62,090	\$66,395
26	\$48,603	\$53,816	\$57,684	\$59,063	\$62,090	\$66,395
27	\$48,939	\$54,152	\$58,020	\$59,399	\$62,427	\$66,732
28	\$48,939	\$54,152	\$58,020	\$59,399	\$62,427	\$66,732
29	\$49,275	\$54,489	\$58,357	\$59,736	\$62,763	\$67,068
30	\$49,275	\$54,489	\$58,357	\$59,736	\$62,763	\$67,068
31	\$49,612	\$54,825	\$58,693	\$60,072	\$63,099	\$67,405
32	\$49,612	\$54,825	\$58,693	\$60,072	\$63,099	\$67,405

## APPENDIX B

### EXTRA DUTY SALARY SCHEDULE

Policy: Extra duty pay is set forth below and shall be in addition to the base salary. Each index value is multiplied by the number in the B.A. column that represents the number of years of continuous assignment in the same specific duty. A one-year leave of absence may be granted, by written request, without loss of continuous years of service. Up to five years' experience in the system will be carried over for staff members resuming the same assigned duty after more than one year of absence from a position. The payment date will be the next pay period following the conclusion of the season.

<u>HIGH SCHOOL ASSIGNED DUTY</u>	<u>INDEX</u>	<u>HIGH SCHOOL ASSIGNED DUTY</u>	<u>INDEX</u>
Head Coach - Basketball	.12		
Assistant Coach - Basketball	.085		
Head Coach - Football	.12	Annual	.055
Assistant Coach - Football	.085	FCCLA	.085
Head Coach - Wrestling	.12	VICA	.085
Assistant Coach - Wrestling	.085	BPOA	.085
Head Coach - Volleyball	.12	FFA	.085
Assistant Coach - Volleyball	.085	National Honor Society	.055
Head Coach - Speech and Debate	.12	High School Student Council	.055
Assistant Coach - Speech and Debate	.085	Concessions	.09
Head Coach - Track	.12	Activities Director	.165
Assistant Coach - Track	.085		
Head Coach - Cross Country	.09	<b><u>ELEMENTARY</u></b>	
Head Coach - Golf	.09	7/8 Football	.045
Assistant Coach - Golf	.06	7/8 Basketball	.045
Head Coach - Tennis	.09	7/8 High Track	.045
Assistant Coach—Tennis	.06	Wrestling (grades 5-8)	.045
Pep Band	.09	7/8 Volleyball	.045
Fall Cheerleader	.09	5/6 Basketball	.03
Winter Cheerleader	.09	5/6 Volleyball	.03
Plays	.09	Middle School Student Council	.045
Library Director	.12		
MS Cross Country	.045		
MS Golf	.045		

# **APPENDIX C**

## **INSURANCE RATES 2023-2024**

# 2023-2024 Health Insurance Rates

The district pays the \$.91 for \$10,000 additional life.

<b>\$1000 RM</b>			
<b>\$1000 deductible plan. Deductible waived for office visits. Benefit Percentage 80/20% Review Benefit Summary for more information.</b>			
	Health Insurance Rates (includes LTD & Life)	Employee Amount	Employer Amount
Single	770.00	305.80	464.20
Two-Party	1540.00	631.60	908.40
Parent/Ch	1271.00	502.80	768.20
Family	2079.00	871.00	1208.00

<b>\$4000 RM</b>			
<b>\$4000 deductible plan. Deductible waived for office visits. Benefit Percentage 80/20% Review Benefit Summary for more information.</b>			
	Health Insurance Rates (includes LTD & Life)	Employee Amount	Employer Amount
Single	684.00	219.80	464.20
Two-Party	1368.00	459.60	908.40
Parent/Ch	1129.00	360.80	768.20
Family	1847.00	639.00	1208.00

<b>\$5000 HDHP</b>			
<b>\$5000 High Deductible Plan Benefit Percentage 100/0% Review Benefit Summary for more information.</b>			
	Health Insurance Rates (includes LTD & Life)	Employee Amount	Employer Amount
Single	537.00	72.80	464.20
Two-Party	1074.00	165.60	908.40
Parent/Ch	886.00	117.80	768.20
Family	1450.00	242.00	1208.00

## 2023-2024 Dental/Vision Rates

<b>Dental Rates</b>		
Coverage	Rate	Employee Amount
Single	38.00	38.00
Two-Party	75.00	75.00
Parent/Ch	78.00	78.00
Family	116.00	116.00

<b>Vision: Exam + Hardware</b>		
Coverage	Rate	Employee Amount
Single	10.00	10.00
Two-Party	21.00	21.00
Parent/Ch	14.00	14.00
Family	22.00	22.00