

Centerville Public Schools

Master Agreement

*Centerville Education Association
&
District 5/5C*

2023-2024

2024-2025

2025-2026

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PURPOSE

This agreement is entered into between School District #5-5C, Cascade County, Montana, (hereinafter referred to as the Board and the Centerville Education Association hereinafter referred to as the Association) pursuant to and in compliance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, MCA, as amended, (hereinafter referred to as the Act) to provide the terms and conditions of employment for teachers during the duration of this agreement.

In consideration of the foregoing we hereby agree to the following:

ARTICLE 1

RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit, as provided under the Montana Public Employees Collective Bargaining Law Title 39, Chapter 31, MCA.

ARTICLE 2

SCHOOL DISTRICT RIGHTS

1. Inherent Management Rights

The exclusive representative recognizes that nothing shall require or allow boards of trustees of school districts to bargain collectively upon any matter other than matters specified in Sec. 39-31-303. Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as but not limited to:

- a. direct employees;
- b. hire, promote, transfer, assign, and retain employees;
- c. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;
- d. maintain efficiency of government operations;
- e. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- f. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- g. establish the methods and processes by which work is performed.
- h. may establish a school day care for employee children only.

2. Management Responsibilities

The parties recognize the right and obligation of the school district to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

3. Effect of Laws, Rules, and Regulations

The parties recognize that all teachers covered by the agreement shall perform the teaching and teaching-related services prescribed by the school district. The parties also recognize the right, obligation and duty of the board of trustees and its duly designated officials to promulgate rules, regulations, directives, and orders insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this agreement. The parties further recognize that the school district teachers covered by this agreement, and all provisions of this agreement are subject to the laws of the State of Montana, Federal Laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void without force and effect.

ARTICLE 3

TEACHER AND ASSOCIATION RIGHTS

1. Public employees shall have, and shall be protected in the exercise of, the right of self-organization, to form, join or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment and to engage in other mutual aid or protection, free from interference, restraint, or coercion. To bargain collectively is the obligation of the public employer, or his designated representatives to meet at reasonable times and negotiate in good faith with respect to wages, hours, fringe benefits, and other conditions of employment. Such obligation does not compel either party to agree to a proposal or require the making of a concession.
2. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under the Montana School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
3. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause in terms of local board policy through the administration or supervisor. The partners recognize that the board has the right to non-renew any contract of a non-tenured teacher.
4. Representatives of the Association will be permitted to transact official Association business on school property (1) in the morning so long as the meeting concludes not later than the first school bell or (2) after the dismissal of students at the end of the day.
5. The Association shall have the right to use school facilities and equipment after the dismissal of students at the end of the school day. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
6. The Association shall have the right to use the District email facilities and teacher's mail boxes as it deems necessary. Except as provided by 2-2-121 MCAA, neither school mail nor e-mail may be used by the Association for the purpose of supporting/opposing or informing members about any ballot issue or candidate for public office. All mail sent by the exclusive representative shall be clearly identified as being issued by the Association. The Association shall have exclusive use of some portion of a bulletin board currently used for employee notices.
7. The rights and privileges of the Association as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and not to other organizations.
8. If settlement of the Agreement has not been reached, then teachers will be notified of the district's intent to rehire as required by law.
9. Teachers shall have the right, upon request, to review the contents of their personnel records. If any material is added to the teacher's file, the teacher shall have the right to make a response to any material placed in their personnel file. Before any person besides the Superintendent, Principal, and the Board of Trustees views a teacher's personnel file, the teacher affected must give permission. In matters involving a civil or criminal investigation, the district shall follow appropriate law and shall only permit inspection of personnel files if the teacher authorizes inspection or the court has ordered inspection. In the event a teacher refuses to allow an inspection of personnel files, the Association agrees to hold the district harmless if compelled to provide personnel files as the result of a court order.
10. Any formal complaint concerning the effectiveness of a teacher shall be brought to the attention of the teacher involved within a reasonable amount of time. When deemed desirable by any of the parties involved, a conference shall be scheduled involving the concerned parties. The teacher or any of the parties at the conference may have representation at the conference. It is understood that the superintendent may take such actions as necessary to protect the health, welfare or safety of students or other persons.

11. The Association agrees that neither it nor its members nor any persons acting on its behalf will cause or authorize any strike or concerted activities to occur during the life of this agreement. In the event of any such action in violation of the foregoing, the Association agrees to post notices and/or communication with persons violating this provision, that said activity is unauthorized by the association and in violation of this Agreement and shall advise such persons to discontinue immediately said activity.
12. Association Dues:
 - a. The District shall deduct from the salaries of teachers such monies for the Association as said teachers individually authorize the District to so deduct.
 - b. Transmittal: The District shall transmit all deducted monies, along with a list of names for whom deductions are made, to the Secretary/Treasurer of the Association on a monthly basis.
 - c. Hold Harmless Clause: The Association agrees to indemnify and hold harmless the District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability and all court costs arising out of provisions of this Agreement for dues deductions. This provision is not intended to absolve the District of any errors that it may make prior to transmittal of funds to the Association.

ARTICLE 4

TEACHER EVALUATION

1. The parties agree that the primary objective of the program to evaluate teacher performance is to improve the quality of instruction. Further, the parties recognize the importance and value of a procedure for evaluating the progress and assisting in the achievement of success of both non-tenured and tenured teachers.
2. Administration shall periodically observe the teacher's instruction prior to formal evaluation. The formal evaluation will cover the teacher's professional services. The Association and Administration shall collaborate to develop a mutually acceptable evaluation instrument. The administration has the final authority to choose the evaluation instrument. The evaluation instrument shall be provided to the teacher 30 calendar days prior to the date of evaluation. The District shall notify any teacher who it is evaluating prior to the initiation of the evaluation.
3. Evaluation of Non-tenured Teachers: At least two written evaluations shall be made for each non-tenured teacher each school year. Feedback shall be provided within five school days after each mutually planned visitation. Each non-tenured teacher shall be provided with a copy of the evaluator's completed written evaluation report no later than the second week in December and again the third week in April.

Evaluation of Tenured Teacher. At least one written evaluation shall be made for each tenured teacher at least every other year of employment. The observations included in each evaluation may be conducted any time after the previous evaluation. Administrators may hold supervisory meetings with tenured teachers. All written evaluations of tenured teachers are to be completed not later than the third week in April of the evaluation year.

4. Written evaluation reports shall only be placed in the teacher's personnel file. Teachers shall be given a copy for their personal files consistent with district policy 5231, 5231P.

ARTICLE 5

VACANCIES

1. Information regarding positions that the district determines to fill either because they are new positions or as the result of the expiration of a contract shall be posted on all staff bulletin boards with copy to the CEA president through email. Where specific training, experience, or other qualifications are prerequisites for a position, such conditions shall be stated in the job description.

2. Staff members may apply for any vacancy. In filling vacancies, the Board agrees that if candidates' qualifications are substantially equal, current certified employees shall be given preference. The Board will continue to advertise the vacancy until filled. Pursuant to Montana law, the Board makes all hiring decisions.
3. The Board will offer a \$2,000 Sign-on-Bonus for the recruitment and signing of all teachers who are new hires to the school district. In order to qualify, a new teacher must possess a valid Montana teaching license. The Sign-on-Bonus will be paid in two equal installments of \$1,000. The first installment will be paid in the first paycheck for the first year contract. The second installment will be paid in the first paycheck for the second year contract. Teachers must complete nine months of service in order to be eligible for the second year's payment, Starts January 1, 2019.
4. Process for Hiring
 - a. Administration notifies Board of the need for a position or vacancy to be filled.
 - b. Board approves the position to be opened and posted.
 - c. Administration with or without the assistance of a committee shall screen completed applications and conduct interviews.
 - d. Committee may include:
 1. Administration
 2. School Board
 3. Teachers
 4. Community members
 5. Students
 - e. Administration shall present a recommendation to the Board.
5. The Board will partially reimburse any teacher that is required by the school to obtain additional certification or licensure requirements for their job. Teachers will be reimbursed 75% of the costs associated with schooling. All credits obtained for and submitted for school reimbursement may not be used to advance on the Centerville Education Association Salary Scale.

ARTICLE 6

REDUCTION IN FORCE

1. The Board has the exclusive authority to determine the appropriate number of certified employees. A reduction of certified employees may occur as a result of, but not be limited to, changes in the education program, staff realignment, changes in the size or nature of the student population, financial situation considerations, or other legitimate business reasons.
2. A reduction of certified employees, other than administrators, will be done through normal attrition whenever possible. If normal resignations and retirements or the nonrenewal of non-tenured teachers do not meet the necessary reduction in the number of teachers required, the Board may terminate certified employees.
3. It shall be the responsibility of the Superintendent to make a recommendation for termination to the Board. When a reduction in force takes place the least senior teacher shall be laid off first, provided that the least senior teacher does not have experience and qualifications that are substantially greater than a more senior teacher. If the less senior teacher has such experience and qualifications, a more senior teacher shall be laid off first.
4. The Superintendent shall consider the following criteria in order in making the recommendations.

Criteria:

 - a. Endorsements and educational preparation within the grade level and subject areas in which the employee is now performing;

- b. Number of continuous years of service to the school district;
- c. Relative skills, ability and demonstrated performance.

5. 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 the school building.
- b. Any person whose name appears on such list, may disagree with the findings of the School District in terms of its listing of employees seniority. Such person shall have five (5) working days from the December 1 posting to supply written documentation, proof, and request for seniority change to the School District's Superintendent's Office.
- c. Within five (5) working days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list, and shall 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 an official place in the school building. Such list shall be binding upon the District and all teachers shown thereupon and shall govern the application of Reduction in Force until thereafter revised.

6. Voluntary Layoff

Senior tenured teachers may accept voluntary layoff during a period when the School District is placing tenured teachers on layoff. Voluntary layoff shall be for a period of the succeeding school year unless modified by mutual agreement. Teachers wishing to be recalled from voluntary layoff for the next school year shall notify the Superintendent's Office in writing not later than February 1, prior to the school year in which the teacher desires to return to duty.

7. Recall

No teacher shall be employed by the School District in a position for which a tenured teacher on layoff is licensed except within the following guidelines:

- a. If a teacher is on layoff and has an endorsement in which he/she has not taught in the previous three years, the School District may hire a candidate other than the teacher on layoff for the position to teach in that area if the teacher considered for hire has greater qualifications.
- b. Tenured teachers shall first be recalled to positions created by vacancy in inverse order from that in which said teacher was laid off providing such teacher possesses necessary certification for the position in terms of state statute, District policy, and this Agreement.
- c. A teacher, who is laid off under these provisions, shall maintain a current address with the School District. If a position becomes available for the teacher on layoff the School District shall provide written notice by certified mail, Return Receipt Requested. The teacher shall have seven (7) calendar days from the date of receipt of such notice to accept re-employment. Failure of the teacher to accept recall within fifteen (15) calendar days of receipt of recall notice shall constitute waiver of any further rights of recall or reinstatement.
- d. Recall rights shall automatically cease 12 months from the last day of work for the School District. No further rights to reinstatement shall exist.
- e. A teacher on recall who signs a contract with another school district shall notify the Centerville District in writing within (5) working days of signing a contract with another district. The teacher subject to recall who signs a contract with another district shall notify the other district that he/she is on recall status. If the new district does not agree to release said teacher when Centerville District recalls the teacher, or the teacher fails to meet the above deadline, the District is under no obligation to offer a contract to the teacher.

ARTICLE 7

HEALTH INSURANCE

1. A comprehensive major medical insurance program will be available for each employee.
2. Each employee has the right to be a primary carrier under the insurance agreement.
3. The District shall contribute toward the cost of health/medical insurance as follows:
 - a. The District and the Association agree that the district shall not pay more than \$745 per month per employee for the 2023-2024 school year and \$770 per month per employee for the 2024-2025-school year and \$795 per month per employee for the 2025-2026 school year, subject to the further limitation that the district will not pay in excess of \$160,000 total to the carrier of the District's group health plan, which goes toward individual or family health care for each participating full time employee.
 - b. Contributions toward premiums shall be prorated for personnel who are employed less than full time.
 - c. Any funds left at the end of the fiscal year shall revert to the district.
 - d. The parties agree that the contribution made by the District shall be paid ONLY for coverage under the health insurance plan chosen by the District with the advice of the Insurance Committee and for no other coverage, individual or group. The parties further understand and agree that the total amount of premium payments paid by the District, and the limitations on the amounts of premiums paid, include ALL Centerville employees, whether they are covered by this agreement or not. The parties further understand and agree that in the event that premiums for health insurance coverage exceed the amount contributed by the District, the covered employee must pay the remaining balance by payroll deduction, unless retired, on a monthly basis.
4. 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 as a result of a denial of insurance benefits by an insurance carrier.
5. Selection

The selection of the insurance carrier will be made by the Board of Trustees, with the advice of the Insurance Committee.
6. Insurance Committee
 - a. In view of rising insurance costs, the insurance committee shall be responsible for reviewing and researching insurance policies and plans on an annual basis. Based upon this review and research, the committee will make a recommendation to the Board.
 - b. The committee shall consist of two members appointed by the Association, one member of the classified staff who is chosen by the Association, two members appointed by the Superintendent, and the Superintendent.
7. If and when the state legislature passes a statewide insurance plan, the bargaining committee will reconvene to discuss implications to the district.

ARTICLE 8

LEAVES

1. Personal Leave

- a. At the beginning of each year, a teacher shall receive fifty-four (54) hours of personal leave per year.
- b. At year end unused personal leave will be paid to the individual at a rate of \$13.00 per hour up to a maximum of 54 hours. Any unused personal leave hours will be rolled over into accumulated sick leave. Form must be filled out in advance and given to clerk if you plan to be paid out for unused sick
- c. All personal leave shall be paid at full salary. The district shall pay the substitute.
- d. All planned personal leaves of more than three consecutive days must have prior approval. At no time shall more than three (3) teachers be granted planned personal leave for the same days. Leaves shall be granted on a first come basis with the earliest leave application date receiving first preference.
- e. Leave for the first five (5) days or last five (5) days of the school year may be granted at the discretion of the Superintendent. Leave must be requested one (1) week in advance.
- f. Leave can be taken in increments of 1 hour.
- g. In the event of an emergency, after all available personal leave has been used; the teacher may apply to the Board to utilize previously accumulated sick leave days.

2. Sick Leave

- a. At the beginning of each year a teacher shall receive fifty-four (54) hours of sick leave.
- b. At year end unused sick leave will transfer to accumulated sick leave.
- c. Accumulated sick leave is unlimited.
- d. Teachers who leave the district and have 5 years of teaching in the Centerville School District shall be paid for $\frac{1}{4}$ of their accumulated sick leave up to and including 100 days. Payment will be based on the teacher's current salary per day.
- e. In the event a certified/classified staff member exhausts his/her accumulated leave as a result of an accident, illness, or maternity/paternity leave, the board shall allow other certified staff to make voluntary, anonymous donations to that person's sick leave. Each staff member receiving donated sick leave may receive not more than 50 days total per school year. The staff member must have at least 100 hours of sick leave, after donation in order to donate hours. The CEA accepts responsibility for managing all requests.
- f. A teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available, shall, upon request, be granted a medical leave of absence, without pay up to six (6) months. The school district may, at its sole discretion, renew such leave. A request for medical leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.
- g. Sick leave with pay shall be allowed whenever a teacher's absence is due to personal or family illness, or personal or family medical appointments, which prevented his/her attendance at school and performances of duties on that day or days. Family is defined as spouse, significant other, children, natural, adoptive step-children, and foster and other permanent members of the teacher's household, and parents) Leave for other family members are subject to the discretion of the Superintendent depending on the circumstances.

3. Professional Leave
 - a. All teachers shall be granted two (2) days temporary leave for professional development purposes. Such purposes may include but are not limited to:
 1. Clinics, workshops, seminars or relevant coaching clinics.
 2. MFPE delegate assembly. - The Board will provide the Association with four (4) days professional leave with the Board providing the substitute for the purpose of attending to Association business
 3. Other experiences as the teacher and Superintendent may identify.
 - b. Conditions for professional leave:
 1. Advance notice of one (1) week must be given to the Superintendent by the teacher requesting leave.
 2. Teachers requiring more than two (2) days of leave must apply unused personal leave days to any days beyond two.
 3. If the district directs, requests, or approves the teacher to attend any professional leave activity requiring a temporary absence from school, those days shall not be deducted from the teacher's professional leave.
 4. If the teacher is not able to return to work as the result of an emergency while on professional leave, the teacher shall not be required to use personal leave.
 - c. Additional days may be granted at the discretion of the Superintendent.
4. Jury Duty: An employee who is summoned to jury duty or subpoenaed to serve as a witness may elect to receive regular salary or to take annual leave during jury time. An employee who elects not to take annual leave, however, must remit to the District all juror and witness fees and allowances (except for expenses and mileage). The District may request the court to excuse an employee from jury duty, when an employee is needed for proper operation of the school. Reference MCA 2-18-619 and SBP 5321
5. General Leave of Absence: General Leave of Absence is an absence from duty which may be granted at the sole discretion of the Board or their agent(s) for full-time certified employees without salary or fringe benefits.
 - a. Certified employees who have been regularly contracted during the past eight school years, including current school year, and who have been assigned full-time, in-district duties for all eight of these years and who will be offered a contract for the next school year, may apply for a General Leave of Absence.
 - b. The term of the General Leave shall be for one school year only.
 - c. An employee may request a General Leave of Absence by forwarding a letter of interest by February 1 of the current school year to the Board of Trustees. The employee will receive a written response to the leave request within a reasonable period of time after the disposition of the request, generally by March 15.
 - d. An employee who wishes to return from the General Leave of Absence to in-district duties for the school year following the leave must notify the Board of Trustees by registered letter, return receipt requested, no later than February 1 of the leave year. The employee shall be entitled to a position for which the employee is qualified.
 - e. No employment experience shall be granted for purposes of advancement on the salary schedule.
 - f. The employee shall retain previously accumulated sick leave and experience credit for salary purposes.

- g. The employee may maintain, at no cost to the District, health and hospitalization insurance, provided the premium payments are arranged with the insurance carrier.
 - h. The employee may maintain, at no cost to the District, individual term life insurance coverage, provided individual arrangements are made with the District within thirty calendar days of the first day of an Extended Leave without Pay or Benefits.
 - i. Employee seniority shall be considered to remain intact.
6. Eligibility
- Leave benefits provided in this Article shall apply only to full-time teachers and shall be available only during the regular school year.
7. Leave Accounting
- Teacher shall be given a written account of leave time upon request.

ARTICLE 9

PROFESSIONAL COMPENSATION

1. The basic salaries of teachers covered by this agreement are set forth in Appendix B; which is Attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the designated period.
- For the purpose of placing teachers new to the system on the salary schedule, credit may be granted on a 1:1 basis for all previous teaching experience in fully accredited schools up to a maximum of 15 years.
2. A teacher must have completed 7/9 of a school year for counting full year increment.
 3. Courses proposed for advancement on the salary schedule shall be subject to a written pre-approval of the course/program by the Superintendent. A teacher must receive a minimum "B" grade for the course. If the course is only available on a pass/fail system this requirement will be waived.
 4. Teachers will be allowed to move more than one (1) lane in a given year provided that the following criteria have been met:
 - a. Teacher has completed appropriate graduate classes or appropriate endorsement credits.
 - b. Credits have been obtained from an accredited institution.
 - c. Teacher has notified Superintendent by April 1st of intent to move lane(s) on the salary schedule.
 - d. When moving across the salary matrix to a different lane in any given year, the teacher will also move down one step each year.
 - e. Exceptions to moving down only one step per year on the salary matrix occur as follows:
 1. If a teacher has spent more than one year on the last step in a particular lane, upon moving over to the new lane on the salary matrix, the teacher will be allowed to move down more than one step.
 2. The number of allowed additional steps down on the salary schedule will correspond with the numbers of years the teacher was frozen at the last step of the previous lane prior to moving over to the new lane.
 3. The number of years of service at Centerville may not be accurately reflected by the teacher's step level on the salary matrix.

5. Teachers shall receive their salary in 12 monthly payments. Payday will be the 15th of each month, beginning in September.
6. Extra duty pay shall be in addition to the basic salary.
7. Teachers shall be compensated for required professional services outside the regular contract day to their current salary rate. For example: curriculum development.
8. Teachers shall be compensated for presenting workshops to fellow staff members. Amounts to be paid are \$50 for half day or \$100 for full day. In order to qualify for payment the following criteria must be met.
 - a. Teacher will obtain prior approval of the conference, workshop, etc. from the Superintendent.
 - b. Teacher needs to apply for the stipend based on the length of their presentation.
 - c. If the administration requests the teacher to present the workshop, criteria (a) will be waived
9. Early retirement incentive proposals extended at the sole discretion of the Board shall be available to all staff members who meet the criteria during the time constraints of the proposal.
10. All teachers and their spouses shall be admitted free to all school events.
11. A teacher desiring to write a competitive grant shall submit a proposal to the Board of Trustees through the Superintendent. The proposal shall include a commensurate stipend, defined as a consistent percentage amount of the total grant value. The stipend shall be paid to the grant writer only if the grant is successful.
12. Certified staff assigned to colony schools shall be provided a stipend of \$2000 for the 2020-2021 school year and increase to \$2100 for the 2021-2022 and 2022-2023 school years in addition to their salary as determined by Appendix B only if the colony school to which they are assigned operates on a school week different from the main Centerville school. The stipend shall not apply to certified staff assigned to colony schools that operate on the same number of days per week as the main Centerville school.
13. National Board Certification: if a teacher receives a National Board Certification, the school district will be willing to pay out \$500 a year extra for that teacher starting the 2020-2021 school year.

ARTICLE 10

EXTRA CURRICULAR PLEASE SEE APPENDIX B FOR ACTIVITIES SALARY SCHEDULE.

1. The teacher salary schedule shall be used to determine allowances for performing extra duties. Each index value is multiplied by the base (BA minimum of the teacher salary schedule to obtain dollar amounts).
2. Procedures other than salaries and notice of vacancy associated with extracurricular positions shall remain outside of the scope of this agreement.
3. Each basketball, volleyball, cheerleading, and pep band coach will be paid an extra \$100 for divisional and state tournaments. Football coaches will be paid an extra \$100 for each week of the playoffs.

ARTICLE 11

LENGTH OF DAY

The length of the school day for all certified staff at the main Centerville school shall be from 7:30 AM to 4:15 PM four (4) days per week. Adjustments can be made with prior approval from the

superintendent.

The length of the school week for certified staff at colony schools may change to five (5) days per week dependent upon school Board action. The school day for certified staff at colony schools having a five day week shall be from 8:15 AM to 3:15 PM.

ARTICLE 12

LUNCH DUTY

1. Any staff member having duty shall be eligible for one (1) free meal for each lunch duty completed during the school year. A duty is defined as eating lunch in the cafeteria with students and/or hall duty.
2. Lunch duty will be placed on a rotational basis among all staff and will be distributed evenly.
3. The teachers and Superintendent will formulate a plan for lunch supervision.

ARTICLE 13

TEACHERS AIDE

1. The Board shall employ not less than one (1) full-time aide in the elementary school, providing money is available.
2. This aide shall be responsible to the Superintendent in performing his/her duties.

ARTICLE 14

PREPARATION PERIODS

1. The weekly teaching load for all teachers shall be no greater than thirty (30) hours of assigned pupil responsibility, which is defined herein as any time a teacher is assigned for purposes of classroom instruction or supervision at any time during the teacher's school day, not including extra curricular activities. The weekly teaching load determination of 30 hours will be averaged over a period of nine weeks. Teachers will work with the administration to provide for and implement this contract item.
2. Teachers in grades 6-12 will have a minimum preparation period of 180 minutes per regular school week and a maximum of 270 minutes per regular school week.

ARTICLE 15

GRIEVANCE PROCEDURE/ARBITRATION

1. **Grievance Definition**
 - a. A grievance is a signed claim by a grievant that there has been a violation of the terms of the Agreement.
 - b. A grievant is a teacher or group of teachers.
 - c. Days shall mean working days, except as otherwise indicated.
2. **Individual Rights**

Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration at Level One (defined below), and having the grievance adjusted at Level One without intervention by the

Association, provided that adjustment is not inconsistent with the terms of this contract.

3. Procedure

a. STEP I - Immediate Supervisor

1. The grievant shall within ten (10) working days of the occurrence or knowledge of the act or condition which is the basis of the complaint, present the grievance in writing, to the grievant's immediate supervisor.
2. The grievance shall be written on the appropriate grievance form (Appendix A) and shall include a statement of the grievance, which provisions of this agreement are alleged to have been violated, and the requested remedy. If the alleged violation is of a repeat or recurring nature, the requested remedy shall extend back no more than ninety (90) days from the date of the grievance.
3. The immediate supervisor will arrange for a meeting with the grievant to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the grievant with a written answer to the grievance within ten (10) days after the meeting.

b. STEP II - Superintendent

If the grievant or the Association is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievance, within ten (10) days, may be referred to the superintendent or the superintendent's designee. The superintendent/designee shall arrange for a meeting with the grievant to take place within ten (10) days after receipt of the appeal. Upon conclusion of the meeting, the superintendent will have ten (10) days to provide the grievant with a written decision.

c. STEP III - School Board

If the grievant or the Association is not satisfied with the disposition of the grievance at Step II, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievant, may within ten (10) days refer the grievance to the Board of Trustees. The Chairman of the Board shall arrange for a hearing with the grievant to take place within 45 days. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant with a written decision.

d. STEP IV - Binding Arbitration

1. If the Association is not satisfied with the disposition of the grievance at Step III, or if no disposition has been made within the time period provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right to arbitrate within twenty-one (21) days after it has received the decision at Step III. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute. After notice of submission to arbitration, the Association shall request from the Montana Board of Personnel Appeals a list of qualified arbitrators. Within fourteen (14) days of receipt of that list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.
2. The Arbitrator shall not consider any argument or evidence that was not submitted at the hearing before the Board of Trustees.
3. The arbitrator shall consider the grievance and render a decision within sixty (60) days of the hearing or final submission of briefs, whichever is later. The arbitrator's decisions shall be final and binding upon the parties.
4. Costs associated with binding arbitration shall be shared equally by the Association and the School District. If either party wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs for the transcript. If both parties request transcripts, they shall share equally the cost.

4. Exceptions to Time Limits

The time limits set forth in this Article may be changed by written agreement. If the grievant fail to file the grievance within the first 21 days as stated in Step I, the grievance is forever waived. If the grievant fails to timely file an appeal, the grievance is settled as stated in the earlier step.

5. No Reprisals

No reprisals of any kind will be taken by the Board, the school administration, the Association or the employee against any person because of participation in this grievance procedure. A teacher and/or association representative involved in a grievance procedure shall be given time-off with pay to attend any hearings associated with the grievance.

6. Cooperation of Parties

The Board, the administration, the Association and the employee will cooperate with the other in its investigation of any grievance, and further will furnish the other such public information as is necessary for processing of any grievance. No officer, agent or representative of the Association may solicit grievances, but may receive, discuss and handle grievances only when and where such activities do not interfere with their work.

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.

8. Election of Remedies and Waiver

The aggrieved party may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the school an action or complaint that seeks the same remedy. If a grievant or the exclusive representative files a complaint or other action against the school, arbitration seeking the same remedy may not be filed or pursued under this section, MCA 39-31-306(5). If state law changes, this language will simultaneously change to be in accordance with MCA.

9. Jurisdiction of the Arbitrator

The arbitrator shall have no power to enter an order to direct the school district to violate the law and administrative rules. The arbitrator shall have no power to alter, add to, 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. There shall be no interest arbitration.

ARTICLE 16

AGREEMENT DISTRIBUTION

1. This agreement shall not be interpreted or applied to deprive teachers of professional advantages not herein agreed to.
2. Copies of the Agreement and individual contract shall be presented to all teachers at the time of employment. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is agreed to. Copies shall be revised with negotiated changes.

ARTICLE 17

SAVINGS CLAUSE

If during the term of this Agreement it is found that a specific clause of this Agreement is illegal in federal or state law, the remainder of the Agreement not affected by such ruling shall remain in force.

ARTICLE 18

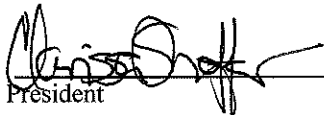
DURATION OF AGREEMENT


This agreement shall be effective as of July 1, 2023 and shall continue to be in effect until June 30, 2026. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This negotiated agreement shall be part of board policy.

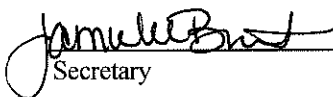
IN WITNESS THEREOF:

For the Education Association

For the Board of Trustees:
District #5 & 5C


President Date 5/16/2023


Chairman of Board of Trustees Date 6/8/2023


Secretary Date 5/16/2023


District Clerk/Business Manager Date 6/8/2023

APPENDIX A
Grievance

Grievance No. _____

GRIEVANCE FORM

Name of Grievant: _____ Date Filed: _____

Work Location: _____ Classification/Assignment: _____

Date Grievance Occurred: _____

Nature of Grievance: _____

Contract Article(s) or Practice(s) Violated: _____

Relief Sought: _____

Date _____ Signature _____

FORMAL LEVEL I

Date Received by Supervisor: _____

Disposition by Supervisor: _____

Date _____ Signature _____

FORMAL LEVEL II

Date Received by Superintendent or Designee: _____

Disposition by Superintendent or Designee: _____

Date _____ Signature _____

FORMAL LEVEL III

Date Submitted to School
Board:

Disposition by School Board: _____

Date: _____ Signature: _____

FORMAL LEVEL IV

Date Submitted to
Arbitrator:

Disposition by Arbitrator: _____

Date: _____ Signature: _____

DISTRIBUTION OF COPIES:

Local President
Grievance Committee Chairperson
Grievant
MEA Staff Representative
Supervisor
Personnel

APPENDIX B
Salary Schedule

Salary Schedules, See Attached

1% longevity* figured on MA lane step 16 and MA+10 lane step 17

Teachers receive longevity when they reach it on the salary schedule (must attain MA or BA+40 and reach step 17; or MA+10 or BA+50 and reach step 18).

APPENDIX B
2023-2024
Salary Schedule

If any of the following circumstances would adversely affect the budget, CEA and The Board will meet to negotiate steps and lanes.

- a. a significant drop in enrollment
- b. reduction in state funding
- c. failure of the district voted mill levy

Base Salary 31,580

	BA	BA+10	BA+20	BA+30	MA BA+40	MA+10 BA+50
1	31,580	32,591	33,633	34,138	34,643	35,670
2	32,752	33,870	35,006	35,569	36,128	37,249
3	33,917	35,149	36,380	36,996	37,612	38,828
4	35,085	36,428	37,754	38,427	39,096	40,407
5	36,254	37,707	39,128	39,854	40,580	41,986
6	37,422	38,986	40,501	41,285	42,065	43,565
7	38,591	40,265	41,875	42,712	43,549	45,144
8	39,759	41,543	43,249	44,143	45,033	46,723
9	40,928	42,822	44,623	45,570	46,517	48,302
10	42,096	44,101	45,996	47,001	48,002	49,881
11	43,265	45,380	47,370	48,428	49,486	51,460
12	44,433	46,659	48,744	49,859	50,970	53,039
13	-----	47,938	50,117	51,286	52,454	54,618
14		-----	51,491	52,716	53,939	56,197
15			-----	54,147	55,423	57,776
16				-----	56,907	59,355
17					57,476	60,934
18					58,045	61,543
19					58,614	62,152
20					59,183	62,762
21					59,753	63,371
22	Employee's current step may not necessarily represent actual years of service in the district.				60,322	63,980
23					60,891	64,590
24					61,460	65,199
25					62,029	65,808
26					62,598	66,418
27					63,167	67,027
28					63,736	67,636
29					64,305	68,246
30					64,874	68,855

APPENDIX B
2024-2025
Salary Schedule

If any of the following circumstances would adversely affect the budget, CEA and The Board will meet to negotiate steps and lanes.

- a. a significant drop in enrollment
- b. reduction in state funding
- c. failure of the district voted mill levy

Base Salary 32,528

	BA	BA+10	BA+20	BA+30	MA BA+40	MA+10 BA+50
1	32,528	33,569	34,642	35,163	35,683	36,740
2	33,735	34,886	36,057	36,636	37,212	38,367
3	34,935	36,204	37,472	38,107	38,741	39,993
4	36,139	37,521	38,887	39,580	40,270	41,620
5	37,342	38,838	40,302	41,050	41,798	43,246
6	38,546	40,156	41,717	42,524	43,327	44,872
7	39,749	41,473	43,132	43,994	44,856	46,499
8	40,953	42,791	44,547	45,468	46,385	48,125
9	42,156	44,108	45,962	46,938	47,914	49,752
10	43,360	45,425	47,377	48,411	49,443	51,378
11	44,563	46,743	48,792	49,882	50,971	53,004
12	45,767	48,060	50,207	51,355	52,500	54,631
13	-----	49,378	51,622	52,825	54,029	56,257
14		-----	53,037	54,299	55,558	57,884
15			-----	55,773	57,087	59,510
16				-----	58,615	61,136
17					59,202	62,763
18					59,788	63,390
19					60,374	64,018
20					60,960	64,646
21					61,546	65,273
22	Employee's current step may not necessarily represent actual years of service in the district.				62,132	65,901
23					62,719	66,529
24					63,305	67,156
25					63,891	67,784
26					64,477	68,411
27					65,063	69,039
28					65,649	69,667
29					66,235	70,294
30					66,822	70,922

APPENDIX B
2025-2026
Salary Schedule

If any of the following circumstances would adversely affect the budget, CEA and The Board will meet to negotiate steps and lanes.

- a. a significant drop in enrollment
- b. reduction in state funding
- c. failure of the district voted mill levy

Base Salary 33,504

	BA	BA+10	BA+20	BA+30	MA BA+40	MA+10 BA+50
1	33,504	34,576	35,682	36,218	36,754	37,843
2	34,747	35,933	37,139	37,736	38,329	39,518
3	35,983	37,290	38,597	39,250	39,903	41,193
4	37,223	38,647	40,054	40,768	41,478	42,868
5	38,463	40,004	41,511	42,282	43,053	44,544
6	39,702	41,361	42,969	43,800	44,627	46,219
7	40,942	42,718	44,426	45,314	46,202	47,894
8	42,182	44,075	45,884	46,832	47,777	49,569
9	43,421	45,431	47,341	48,346	49,351	51,244
10	44,661	46,788	48,799	49,864	50,926	52,920
11	45,900	48,145	50,256	51,378	52,501	54,595
12	47,140	49,502	51,713	52,896	54,075	56,270
13	-----	50,859	53,171	54,410	55,650	57,945
14		-----	54,628	55,928	57,225	59,620
15			-----	57,446	58,800	61,296
16				-----	60,374	62,971
17					60,978	64,646
18					61,582	65,292
19					62,185	65,939
20					62,789	66,585
21					63,393	67,232
22	Employee's current step may not necessarily represent actual years of service in the district.				63,997	67,878
23					64,600	68,525
24					65,204	69,171
25					65,808	69,818
26					66,412	70,464
27					67,015	71,111
28					67,619	71,757
29					68,223	72,403
30					68,827	73,050

APPENDIX C
Extra-Curricular Salary Scale

APPENDIX C
Centerville Schools
Activities
2023-2024

EXTRA CURRICULAR SALARIES

Coaching - High School		
Head Girl's Basketball	0.11725	3,703
Assistant Girl's Basketball	0.08940	2,823
Head Boy's Basketball	0.11725	3,703
Assistant Boy's Basketball	0.08940	2,823
Head Volleyball	0.11725	3,703
Assistant Volleyball	0.08940	2,823
Head Football	0.11725	3,703
Assistant Football (2)	0.08940	2,823
Head HS Track	0.11725	3,703
Assistant HS/JH Track (2)	0.08940	2,823
Head Cross Country	0.11725	3,703
Assistant Cross Country	0.08940	2,823
Head Golf	0.11725	3,703
Assistant Golf	0.08940	2,823
Coaching - Junior High		
Head Girls Basketball	0.08940	2,823
Assistant Girls Basketball	0.07015	2,215
Head Boy's Basketball	0.08940	2,823
Assistant Boy's Basketball	0.07015	2,215
Head Football	0.08940	2,823
Assistant Football	0.07015	2,215
Head Volleyball	0.08940	2,823
Assistant Volleyball	0.07015	2,215
Head JH Track	0.08940	2,823
Activities - High School		
Close Up	0.04710	1,487
Youth Leadership (MBI)	0.04710	1,487
Student Council	0.04710	1,487
Annual Advisor	0.04710	1,487
Science Olympiad	0.02884	911
Business Professionals of America	0.04710	1,487
Skills USA	0.02884	911
Senior Class Advisor (3) (ea)	0.01440	455
Junior Class Advisor (3) (ea)	0.01440	455
Competitive Speech and Drama	0.11725	3,703
Pep Band - Fall	0.09805	3,096
Pep Band - Winter Sports	0.09805	3,096
Concert Band	0.09805	3,096
Cheerleading Advisor	0.11725	3,703
Activities - Junior High		
Cheerleading Advisor	0.07015	2,215
8th Grade Advisor	0.01440	455
Science Olympiad	0.02884	911
Activities - Elementary		
Youth Leadership (MBI)	0.04710	1,487
Enrichment Coordinator	0.04710	1,487
1) First, on a volunteer basis. 2) Second, if insufficient volunteers exist, selection shall be on a rotational basis determined by administration. 3) The Athletic Director will submit proposed staffing to association (split shift or one person). If agreement is not reached, the athletic director has final discretion. 4) Each person on duty selling or taking tickets at a school event shall be paid:		
JH/HS Volleyball Games		50
HS Basketball Games		50
JH/HS Football Games		50
Junior High Basketball Games		40

APPENDIX C
Centerville Schools
Activities
2024-2025

EXTRA CURRICULAR SALARIES

Coaching - High School		
Head Girl's Basketball	0.11725	3,814
Assistant Girl's Basketball	0.08940	2,908
Head Boy's Basketball	0.11725	3,814
Assistant Boy's Basketball	0.08940	2,908
Head Volleyball	0.11725	3,814
Assistant Volleyball	0.08940	2,908
Head Football	0.11725	3,814
Assistant Football (2)	0.08940	2,908
Head HS Track	0.11725	3,814
Assistant HS/JH Track (2)	0.08940	2,908
Head Cross Country	0.11725	3,814
Assistant Cross Country	0.08940	2,908
Head Golf	0.11725	3,814
Assistant Golf	0.08940	2,908
Coaching - Junior High		
Head Girls Basketball	0.08940	2,908
Assistant Girls Basketball	0.07015	2,282
Head Boy's Basketball	0.08940	2,908
Assistant Boy's Basketball	0.07015	2,282
Head Football	0.08940	2,908
Assistant Football	0.07015	2,282
Head Volleyball	0.08940	2,908
Assistant Volleyball	0.07015	2,282
Head JH Track	0.08940	2,908
Activities - High School		
Close Up	0.04710	1,532
Youth Leadership (MBI)	0.04710	1,532
Student Council	0.04710	1,532
Annual Advisor	0.04710	1,532
Science Olympiad	0.02884	938
Business Professionals of America	0.04710	1,532
Skills USA	0.02884	938
Senior Class Advisor (3) (ea)	0.01440	468
Junior Class Advisor (3) (ea)	0.01440	468
Competitive Speech and Drama	0.11725	3,814
Pep Band - Fall Sports	0.09805	3,189
Pep Band - Winter Sports	0.09805	3,189
Concert Band	0.09805	3,189
Cheerleading Advisor	0.11725	3,814
Activities - Junior High		
Cheerleading Advisor	0.07015	2,282
8th Grade Advisor	0.01440	468
Science Olympiad	0.02884	938
Activities - Elementary		
Youth Leadership (MBI)	0.04710	1,532
Enrichment Coordinator	0.04710	1,532
1) First, on a volunteer basis.		
2) Second, if insufficient volunteers exist, selection shall be on a rotational basis determined by administration.		
3) The Athletic Director will submit proposed staffing to association (split shift or one person). If agreement is not reached, the athletic director has final discretion.		
4) Each person on duty selling or taking tickets at a school event shall be paid:		
JH/HS Volleyball Games		50
HS Basketball Games		50
JH/HS Football Games		50
Junior High Basketball Games		40

APPENDIX C
Centerville Schools
Activities
2025-2026

EXTRA CURRICULAR SALARIES

Coaching - High School		
Head Girl's Basketball	0.11725	3,928
Assistant Girl's Basketball	0.08940	2,995
Head Boy's Basketball	0.11725	3,928
Assistant Boy's Basketball	0.08940	2,995
Head Volleyball	0.11725	3,928
Assistant Volleyball	0.08940	2,995
Head Football	0.11725	3,928
Assistant Football (2)	0.08940	2,995
Head HS Track	0.11725	3,928
Assistant HS/JH Track (2)	0.08940	2,995
Head Cross Country	0.11725	3,928
Assistant Cross Country	0.08940	2,995
Head Golf	0.11725	3,928
Assistant Golf	0.08940	2,995
Coaching - Junior High		
Head Girls Basketball	0.08940	2,995
Assistant Girls Basketball	0.07015	2,350
Head Boy's Basketball	0.08940	2,995
Assistant Boy's Basketball	0.07015	2,350
Head Football	0.08940	2,995
Assistant Football	0.07015	2,350
Head Volleyball	0.08940	2,995
Assistant Volleyball	0.07015	2,350
Head JH Track	0.08940	2,995
Activities - High School		
Close Up	0.04710	1,578
Youth Leadership (MBI)	0.04710	1,578
Student Council	0.04710	1,578
Annual Advisor	0.04710	1,578
Science Olympiad	0.02884	966
Business Professionals of America	0.04710	1,578
Skills USA	0.02884	966
Senior Class Advisor (3) (ea)	0.01440	482
Junior Class Advisor (3) (ea)	0.01440	482
Competitive Speech and Drama	0.11725	3,928
Pep Band - Fall Sports	0.09805	3,285
Pep Band - Winter Sports	0.09805	3,285
Concert Band	0.09805	3,285
Cheerleading Advisor	0.11725	3,928
Activities - Junior High		
Cheerleading Advisor	0.07015	2,350
8th Grade Advisor Science	0.01440	482
Olympiad	0.02884	966
Activities - Elementary		
Youth Leadership (MBI)	0.04710	1,578
Enrichment Coordinator	0.04710	1,578
1) First, on a volunteer basis. 2) Second, if insufficient volunteers exist, selection shall be on a rotational basis determined by administration. 3) The Athletic Director will submit proposed staffing to association (split shift or one person). If agreement is not reached, the athletic director has final discretion. 4) Each person on duty selling or taking tickets at a school event shall be paid:		
JH/HS Volleyball Games		50
HS Basketball Games		50
JH/HS Football Games		50
Junior High Basketball Games		40

Appendix D
Lane Change Form

LANE CHANGE FORM

If you would like to move across on the salary schedule, you will need to have prior approval by Superintendent.

1. Current Step and Lane _____

2. Credit/courses _____

*Effective school year _____

Employee signature

Date

Approval Signature

Date

***TRANSCRIPT REQUIRED**

THIS FORM MUST BE RETURNED BY APRIL 1ST, CURRENT YEAR

Appendix E
Personal Leave Year End Election form

PERSONAL LEAVE YEAR END ELECTION FORM

Employee Name (Print)

I elect _____ personal hours to be paid out at \$13.00/hour on my final paycheck.

I understand that if this form is not turned into the Business Manager by the last day of school, all remaining personal leave will roll into accrued sick leave.

Employee signature

Date

Business Manager signature

Date

Appendix F
4-Day School Week Contract Adjustment Language

Due to implementation of the four-day school week and possible situations that may arise that need adjusting; this contract may be reopened for language items prior to the next regular negotiation session.

The number of days in any school week and at any school shall be at the sole discretion of the Centerville Board of Trustees.