

**NEGOTIATED AGREEMENT**  
**WEST VALLEY SCHOOL DISTRICT #1**

**PREAMBLE**

This agreement is entered into by and between the Board of Trustees of West Valley School District #1, Flathead County, Kalispell, Montana, and the West Valley Teachers' Association.

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

The appropriate unit consists of employees who hold a contract requiring certification or licensing as provided in section 20-4-106 MCA. Excluded are Superintendent and Principal.

**SECTION I. SALARY**

I.1. The salary matrix for 2019-2020 and 2020-2021 are attached and are part of this agreement. The matrix' includes:

- (a) Base Salary 2019-2020..... \$32,588
- (b) Beginning Salary 2019-2020.....\$35,586
- (c) Base Salary 2020-2021.....\$33,109
- (d) Beginning Salary 2020-2021.....\$36,155
- (e) Master's Degree Increment.....4.31% of Base
- (f) Attainment Level 5.

(g) Placement on the Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

\*Initial placement on the salary schedule will not occur until the teacher or specialist demonstrates that he/she possess both (1) a Bachelor's Degree and/or Master's Degree (2) proper licensure by the State of Montana;

\*No credits earned and credited toward the teacher's/specialist's Bachelor's Degree will count towards any initial placement on the salary schedule beyond the BA column;

\*No credits earned and credited toward the teacher's initial Class II licensure requirements will count towards any initial placement on the salary schedule beyond the BA column with the exception of newly hired staff with a Class I, II, III or IV license who earned a Bachelor's or Master's degree that served as the basis for the issuance of their Class I, II, III, or IV license will be placed on the pay scale using the credits obtained after earning either of those two degrees that qualified them for a teaching license.

(h) Only those approved credits earned after January 1, 1990 will apply to the BA+60 column

(i)Effective for credit earned after July 1, 2007, movement from the BA+45 column to BA+60 column requires 300 level courses or above.

Movement from the BA+60 column to the BA+75 column shall require graduate level courses. Such requests will be submitted in writing to the building superintendent for evaluation and approval. Approval or disapproval will be based upon the following consideration(s): Are the courses directly related to the teacher's assignment? Is there evidence they will contribute to the improvement of instruction?

(j) Approval is not needed for credits that are:

- graduate or 300 level and above for Bachelor Degrees;
- issued from an accredited college or university; or
- in education or in a content area that is relevant to the teacher's teaching assignment.

(k) Credits may be acquired through utilization of audio and/or video accredited course work as approved by the Superintendent and/or the building principal. Credits may also be acquired through Montana Learning Hub. Certified staff anticipating salary lane advancement on the salary schedule will provide written notice to the board by March 1. This notice will include anticipated number of completed Montana Learning Hub-issued renewal units to be submitted and anticipated date of completion. MLH-issued renewal units will be counted for movement between salary levels at the ratio of ten (10) renewal units for one (1) quarter hour of credit. A lifetime total of 150 MLH-issued renewal units, and no more, will be accepted for movement between salary levels for each individual. Courses used for Flexible PIR requirements may not be used for salary advancement. Original verifying documents must be submitted to the Superintendent no later than September 15 to qualify for a salary adjustment for the following school year. Salary adjustments will be made only at the beginning of the school year (no mid-year adjustments will be made). Failure to submit original verifying documents by September 15 will result in no adjustment to the salary placement. Exceptions to these timelines may be approved by the Superintendent only. Transcripts, approved MLH renewal unit statements, and course completion certificates/awards may constitute as original verifying documents.

(l) Those intending to move over on the salary schedule will notify the School Board no later than March 1. Lane movement is limited to 1 lane/year.

(m) Evidence of course completion of additional credits earned for advancement on the salary schedule must be presented to the Superintendent on or before September 15<sup>th</sup>.

(n) Salary matrix formula:  $(1.5 * SC = QC)$  &  $(QC / 1.5 = SC)$ , SC = Semester Credit, QC = Quarter Credit. (Ex, BA+15 QC/1.5 = 10 SC)

(o) Salary Payment: All teachers subject to the salary schedule shall be paid an annual salary using twelve payments - with the July and August payments included with the June payment.

Payroll checks shall be issued on the 20th day of each month. If the 20th falls on a holiday, payment shall be made on the work day before said holiday.

(p) Newly hired teachers will be granted up to 6 years of experience in the 19/20sy; up to 7 years of experience in the 20/21sy; and up to 8 years of experience beginning with the 21/22sy and thereafter on the Salary Matrix. Years of experience for those positions deemed hard to fill can be negotiated. See attached list of hard to fill positions determined by OPI.

(q) A stipend of \$2,000 will be granted for those attaining the certification for a National Board Certified Teacher. Original evidence of certification must be provided to the Superintendent no later than September 15.

I.2. An advance of \$500.00 will be paid to a staff member on the first PIR day of the school year.

(a) This advance is optional.

(b) Written notification to participate must be sent to the Clerk by August 1.

(c) The \$500.00 advance will be deducted from the last regular paycheck of the current school year.

### I.3 RETIREMENT BONUS

Any teacher retiring or resigning from West Valley School District #1 who qualifies for benefits from the Montana Teachers Retirement System (TRS) and who has 15 years of service at West Valley School may qualify to receive a retirement bonus according to the chart below. The employee must notify the Superintendent by March 1st of his/her intention. Payment will occur on July 20th of the calendar year in which the retirement or resignation is effective.

| <u>Years of Service</u> | <u>Bonus \$.</u> |
|-------------------------|------------------|
| <u>20,21,22,23,24</u>   | <u>\$2,000 .</u> |
| <u>25,26,27</u>         | <u>\$3,500 .</u> |
| <u>28,29,30</u>         | <u>\$5,000 .</u> |
| <u>31 +</u>             | <u>\$7,500 .</u> |

### OR

Elect to accept medical insurance bonus: Any teacher retiring or resigning from West Valley School District #1 who qualifies for benefits with 25 years in the Montana TRS and 15 (or greater) years of service at West Valley School may continue to participate in the District's health insurance program. The District will pay toward the premium an amount equal to the District's monthly premium contribution at the same rate paid during the next school year after which the retiring or resigning teacher taught (single coverage). The District shall continue payment of the insurance premium for three (3) years. The retired teacher will be responsible for increased cost in premium over the base amount established at retirement or resignation.

## SECTION II. INSURANCE

II.1. Individual health/dental/life coverage as per current plan to a maximum of Negotiated Agreement 2019-2020, 2020-2021

\$5700 for the 2019-2020 and 2020-2021 school year(s) will be provided for all full-time employees and for an employee who held a signed contract prior to the 93-94 school year who works half-time or more. Participation is mandatory.

- (a) A current employee who held a signed contract prior to the 93-94 school year and is going part time after the 1997-98 school year will receive pro-rated benefits.
  - (b) Starting with the 93-94 school year, new part-time employees may elect to participate in the insurance group on a pro-rated basis.
  - (c) For any employee electing insurance coverage costing less than the maximum premium amount provided by the district, the district shall contribute the premium dollar difference into a health savings account for that employee.
- II.2. Insurance benefits shall include payments for the months of July and August for those teachers having fulfilled a full year contract.
- II.3. Participation in the approved Flexible benefit plan is optional for each staff member. The monthly participation fee will be paid by each participating staff member.
- II.4. Selection and/or change of carrier and/or policies of the flex plan and/or health insurance must be approved by the Board and the Association.

### **SECTION III. AUTHORIZED PAYROLL DEDUCTIONS.**

- III. Upon written authorization from a teacher (submitting all applicable documents), the Board shall deduct from the salary of that teacher and make appropriate remittance for pre-tax deductions prescribed by law. Any changes in these deductions should be finalized before the 10th of the month following guidelines prescribed by law.

### **SECTION IV. SICK LEAVE**

- IV.1. SICK LEAVE means a leave of absence with pay for a sickness suffered by an employee covered under this agreement or his/her immediate family.
  - (a) Sick Leave will be credited in quarter day increments.
- IV.2. (a) Sick leave is thirteen (13) days annually and is accumulative to ninety five (95) days.
  - (b) Accounting of accumulated sick leave days will occur at end of contract year.
  - (c) Any unused sick leave days over the accumulated maximum days at end of contract year will be paid at 50% of the daily sub rate per full day. Part-time staff will be paid at a pro-rated basis.
- IV.3. At termination (when employee leaves the District), the employee's accumulated and unused sick leave will be paid to the employee at 25% of

his/her regular daily rate.

(a) Teachers who qualify for the unused sick leave payment and notify the School Board after May 1st will not receive payment until the next fiscal year.

IV.4. Sick leave bank. In the event there is a need for additional sick leave by a teacher, sick leave may be supplemented by contributions of accumulated sick leave by the other teachers. A teacher must have a minimum remaining balance of 10 days in their own personal sick leave after donation has been made.

(a) This additional sick leave shall not exceed seventy-five (75) days.

(b) The use of the sick bank must be administered by the bargaining unit, the West Valley Teachers' Association.

#### **SECTION V. BEREAVEMENT LEAVE**

V.1. Teachers may take personal sick leave for bereavement.

V.2. A maximum of five days per incident, to an aggregate total of ten days per contract year, may be taken for the purpose of bereavement because of the death of any of the following family members: the employee's spouse, child, parent, sibling, grandparent, grandchild, stepparent, stepsibling, stepchild and the relative of the employee's spouse in a like degree.

V.3. In instances where special circumstances for leave are requested, or unusually long distances that require a longer leave time, the Superintendent may grant special bereavement leave, an extension of time, and/or refer the matter to the Board of Trustees.

#### **SECTION VI. PERSONAL LEAVE DAYS**

VI.1. Four (4) days annually at full pay. These days will be credited in quarter day increments. Part-time staff are credited on a pro-rated basis.

VI.2. One extra day granted with teacher's salary reduced by the daily sub rate.

VI.3. Certified staff can accumulate no more than five (5) personal leave days annually through sec. V.1, V.2, V.4.

VI.4. Trade-in option: Staff members have the option to trade in sick leave days for 1 personal leave days:

(a) Rate of exchange: five (5) sick days for one (1) personal day.

(b) Trading is irreversible and can occur anytime.

(c) A written request, signed and dated, must be presented to the clerk.

VI.5. The employee may cash in any accumulated and unused personal leave days at the current daily sub rate per day.

- (a) Written notification of the number of days to be cashed in must be sent to the Clerk by June 15.
  - (b) Payment will be made by June 30.
- VI.6. At termination (when employee leaves the District), the employee's accumulated and unused personal leave will be paid to the employee at the current daily sub rate per day.
- VI.7. A personal leave request must be submitted in writing to the staff member's supervising principal and/or Superintendent, prior to the absence and the supervising principal and /or Superintendent will respond with their approval or disapproval upon submission of a leave request.
- VI.8. Staff members shall exercise restraint in asking for personal leave days immediately before or after holidays and vacations, during the first and last week of school, during scheduled district inservice, and during parent conference days.
- VI.9. Certified staff may earn an extra day of leave by covering 7 class periods (or hours; the equivalent of one school day) for another teacher(s). The earned extra day (or periods covered) may rollover to the next school year and is independent of the accumulation limit on personal days. Teachers may use 1 comp day/year. No comp days can be used after May 16.

## **SECTION VII. PROFESSIONAL LEAVE DAYS**

- VII.1. One (1) supervised observation day annually, non-accumulative.
- VII.2. Teachers may be eligible to attend school-related workshops with administrative approval.

## **SECTIONVIII. PARENTAL LEAVE**

- VIII.1. A one-year parental leave without pay and benefits may be granted to any regularly employed certified staff member after he/she has taught one full year in the District.
- VIII.2. The individual applying for leave must do so at least 30 days before the effective date of leave. The individual granted leave shall inform the School Board by March 1st of the leave year, of his/her intention to return to the school system. A failure to notify the Board by March 1st will be cause for the District to have no obligation for a contract of employment of the individual for the coming school year and/or any subsequent year. An employee returning from leave shall be given his/her former position back, or a like position, unless said Employee is subject to the provisions of "Reduction in Staff", Section XVII.2.

VIII.3. Parental leave may be requested by men or women employees in relation to the birth, adoption, or fostering of a child or children. Refer to Policy 5328 and 5328P.

VIII.4. This leave will be at the discretion of the School Board.

**SECTION IX. GENERAL LEAVE**

IX.1. Any member of the staff may apply for a one-year leave. Such member must have tenure.

IX.2. See Section VIII.2.

IX.3. General leave will be granted at the discretion of the School Board.

IX.4. Jury Duty Leave - any certified staff member called to jury duty will be given full pay, less jury duty pay. Travel and other related expenses will be kept by the teacher. Refer to Policy 5321.

**SECTION X. ASSOCIATION BUSINESS**

X.1. The Association has four (4) days leave per school year for Association business. The Association is responsible for paying the current daily sub rate for each day.

X.2. This leave is non-accumulative.

X.3. The Association President shall notify the Superintendent at least one (1) working day in advance in writing.

X.4. Dues Deduction and Representation Fee:

(a) Association Dues shall be deducted from a employee's salary by the District Clerk only on a twelve (12) month basis starting in September and concluding in June of each year. The Association will provide the District with a list of members and non-members and the dues or representation fee to be deducted. The Association will notify the District Clerk of any changes in membership status of a member of the appropriate bargaining unit.

(b) For the purposes of representation, each employee who is not an Association member shall pay to the Association an amount no greater than the annual unified membership dues as a condition of employment. The actual amount to be determined by the Association consistent with applicable law.

(c) The District Clerk will deduct the representation fee for non-members of the bargaining unit represented by the West Valley Teachers Association.

(d) Each individual employment contract will contain this authorization

for payroll deduction of the representation fee, which will be handled in the same manner as dues deductions: "I hereby authorize and direct the District to deduct from my monthly paycheck such monies as are required to pay the Association's representation fee and to pay these monies over to the Association." Payment of the professional representation fee by non-association members is a condition of employment.

- (e) The Association agrees to indemnify and hold the District and its agents harmless against any and all claims, suits, and all other forms of liability including courts costs and costs of representation arising out of actions taken for the purposes of complying with the representation fee provision contained herein.
- (f) No employee will be subject to adverse action for participation in the lawful activities of the Association.

X.5. (a) The Association shall have the right to post notices of activities on teacher bulletin boards. The Association may use employee mailboxes for Association business.

- (b) Representatives of the Association shall have the right to transact Association business on school property as long as that business does not interrupt teachers in the course of their duties with the District. The Association shall be permitted to have meetings on school property provided use of the building is scheduled with the appropriate building administrator.

(c) The Association may use District duplicating equipment for Association business when such equipment is not otherwise in use, subject to reasonable charges, as determined by the District, for the use of consumable materials.

(d) The intent of this section is to allow normal business of the Association.

## **SECTION XI. SCHOOL YEAR**

XI.1. Duty Year: The basic duty year for regular full-time teachers shall consist of 187 days with 180 P.I. and 7 P.I.R. days as scheduled on the Board-approved District calendar.

XI.2. Independent P.I.R. credit may be given on an individual basis, as long as a proposal is submitted and approved by the administration.

XI.3. Calendar: The scheduling of the duty year shall be established by the District as a school calendar prior to May 1 for the succeeding school year. In constructing the calendar, the District shall meet and confer with the Association regarding the calendar, including P.I.R. days. A committee shall be formed and consist of administrators and employees. Refer to Policy 2100.

XI.4. Daily Schedule: The daily schedule shall be established by the District prior



to May 1 for the succeeding school year. In constructing the daily schedule, the District shall meet and confer with the Association regarding scheduling.

- XI.5. Rescheduling: In the event that an employee duty day is lost due to a school closing, the teacher shall perform duties on such other day (if any) in lieu thereof as the District determines, after meeting and conferring with the Association. Refer to Policy 2100.

## **SECTION XII. SCHOOL DAY**

- XII.1. The school day shall be defined as the period from 8:00 am to 3:45 pm. The student day will be defined as approximately seven (7) hours long.
- XII.2. On days preceding holidays, the teacher's day shall end at the close of the student day, at the discretion of the building principal.
- XII.3. Teachers shall be provided with a duty-free lunch.
- XII.4. Lunch Period: All teachers, grades K-3, shall receive a daily duty free, uninterrupted lunch period of at least forty-five minutes in length. All teachers, grades 4-8, shall receive a daily duty free uninterrupted lunch period of at least thirty minutes in length.
- XII.5. Teacher preparation is invaluable to the quality of instruction. Each teacher shall have, during the student school day, at least one uninterrupted class period for planning or preparation.
- XII.6. Preparation time means a time when activities related to the quality of instruction take place.
- XII.7. Class size: In order to provide an optimal learning environment for all students, class composition will be analyzed by class size and achievement levels, with the Standards for Accreditation of Montana Schools as a guideline for maximum class size. If class size exceeds state accreditation standards, a process for determining support, utilizing a team approach, will be initiated by the building principal.

## **SECTION XIII. ADDITIONAL ACTIVITIES OUTSIDE THE REGULAR SCHOOL DAY.**

- XIII.1. Teachers will be required to attend official school functions in which they are directly involved or for which they have student responsibilities. (e.g. Open House, P-T Conferences, Staff meetings).
- XIII.2. Teachers will be encouraged to attend other school functions. (e.g. Halloween Carnival.)

XIII.3. Conflicts will be brought before the administration.

#### **SECTION XIV. GRIEVANCE PROCEDURE**

XIV.1. Grievance - A “grievance” is a claim, expressed in writing, based upon an alleged violation or misapplication of a specific provision of this agreement.

XIV.2. Aggrieved Party - the teacher or teachers of the Association asserting the grievance.

XIV.3. Parties of Interest - the teacher or teachers asserting the grievance, any person assisting in processing the grievance, any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

#### **Clarifications:**

XIV.4. The purpose of this procedure is to secure, at the lowest possible professional level or administrative level, and in an atmosphere of courtesy and cooperation, equitable solutions of grievance(s) which may arise.

XIV.5. An effort shall first be made to resolve the alleged grievance informally between the teacher and the principal or immediate supervisor. This informal meeting must take place within ten school days after the first event giving rise to the grievance.

XIV.6. A grievance shall be valid for consideration only if the grievance is submitted in writing to the School District’s designee (principal or immediate supervisor) within ten school days of knowledge of the event-giving rise to the grievance. The grievance shall list the date of the first occurrence, the facts, and the specific provision of the Agreement allegedly violated, and the particular relief sought.

XIV.7. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### **Rights to Representation**

The aggrieved party must be present at all meetings and hearings and may be represented at all meetings and hearings at all levels and stages of the grievance procedure by an Association representative(s).

#### **Procedure**

Since it is important the 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 herein may be extended by mutual consent. All time limits shall consist of school days except when the grievance is submitted after May 1 of the current contract year, time limits shall consist of calendar days.

### Uniform Complaint Procedure

The District will endeavor to respond to and resolve complaints without resorting to this formal complaint procedure and, when a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of a complaint filed hereunder will not be impaired by a person's pursuit of other remedies. Use of this complaint procedure is not a prerequisite to pursuit of other remedies, and use of this complaint procedure does not extend any filing deadline related to pursuit of other remedies.

The Superintendent has the authority to contract with an independent investigator at any time during the complaint procedure process. Within fifteen (15) calendar days of the Superintendent's receipt of the independent investigator's report and recommendation, the Superintendent will respond to the complaint and take such administrative steps as the Superintendent deems appropriate and necessary.

#### Level 1: Informal

An individual with a complaint is first encouraged to discuss it with the appropriate teacher, counselor, or building administrator, with the objective of resolving the matter promptly and informally. An exception is that a complaint of sexual harassment should be discussed directly with an administrator not involved in the alleged harassment.

#### Level 2: Building Administrator

When a complaint has not been or cannot be resolved at Level 1, an individual may file a signed and dated written complaint stating: (1) the nature of the complaint; (2) a description of the event or incident giving rise to the complaint, including any school personnel involved; and (3) the remedy or resolution requested. This written complaint must be filed within thirty (30) calendar days of the event or incident or from the date an individual could reasonably become aware of such event or incident.

When a complaint alleges violation of Board policy or procedure, the building administrator will investigate and attempt to resolve the complaint. The administrator will respond in writing to the complaint, within thirty (30) calendar days of the administrator's receipt of the complaint.

If either the complainant or the person against whom the complaint is filed is dissatisfied with the administrator's decision, either may request, in writing, that the Superintendent review the

administrator's decision. (See Level 3.) This request must be submitted to the Superintendent within fifteen (15) calendar days of the administrator's decision.

When a complaint alleges sexual harassment or a violation of Title IX of the Education Amendments of 1972 (the Civil Rights Act), Title II of the Americans with Disabilities Act of 1990, or Section 504 of the Rehabilitation Act of 1973, the building administrator may turn the complaint over to a District nondiscrimination coordinator. The coordinator will complete an investigation and file a report and recommendation with the Superintendent. A coordinator may hire, with the approval of the Superintendent, an independent investigator to conduct the investigation. Within fifteen (15) calendar days of the Superintendent's receipt of the coordinator's or independent investigators report and recommendation, the Superintendent will respond to the complaint and take such administrative steps as the Superintendent deems appropriate and necessary. If either the complainant or the person against whom the complaint is filed is dissatisfied with the Superintendent's decision, either may request, in writing, that the Board consider an appeal of the Superintendent's decision. (See Level 4.) This request must be submitted in writing to the Superintendent, within fifteen (15) calendar days of the Superintendent's written response to the complaint, for transmission to the Board.

#### Level 3: Superintendent

If either the complainant or the person against whom the complaint is filed appeals the administrator's decision provided for in Level 2, the Superintendent will review the complaint and the administrator's decision. The Superintendent will respond in writing to the appeal, within thirty (30) calendar days of the Superintendent's receipt of the written appeal. In responding to the appeal, the Superintendent may: (1) meet with the parties involved in the complaint; (2) conduct a separate or supplementary investigation; (3) engage an outside investigator or other District employees to assist with the appeal; and/or (4) take other steps appropriate or helpful in resolving the complaint.

If either the complainant or the person against whom the complaint is filed is dissatisfied with the Superintendent's decision, either may request, in writing, that the Board consider an appeal of the Superintendent's decision. (See Level 4.) This request must be submitted in writing to the Superintendent, within fifteen (15) calendar days of the Superintendent's written response to the complaint, for transmission to the Board.

#### Level 4: The Board

Upon written appeal, the Board will consider the Superintendent's decision in Level 2 or 3. Upon receipt of written request for appeal, the Chair will either: (1) place the appeal on the agenda of a regular or special Board meeting; or (2) appoint an appeals panel of not less than three (3) trustees to hear the appeal and make a recommendation to the Board. If the Chair appoints a panel to consider the appeal, the panel will meet to consider the appeal and then make

written recommendation to the full Board. The Board will report its decision on the appeal, in writing, to all parties, within thirty (30) calendar days of the Board meeting at which the

Board considered the appeal or the recommendation of the panel. A decision of the Board is final, unless it is appealed pursuant to Montana law within the period provided by law.

#### Level 5: County Superintendent

When a matter falls within the jurisdiction of a county superintendent of schools, the decision of the Board may be appealed to the county superintendent by filing written appeal within thirty (30) calendar days of the Board's decision, pursuant to Montana law.

### **SECTION XV. TEACHER EVALUATION/COMMITTEE**

XV.1. An Evaluation Committee, consisting of one (1) K-4 teacher, one (1) 5-8 teacher and administration, shall meet for the purpose of reviewing and revising the standard evaluation form(s).

XV.2. Monitoring and Observation of Teacher: All monitoring or observations of the work performance of a teacher, relating to teacher evaluation, shall be conducted openly and with full knowledge of the teacher. A teacher receiving any unfavorable comments on an evaluation may request a conference with the evaluator for the purpose of mutually agreeing on what assistance the District will provide to assist the teacher in improving those area(s) of instruction which were evaluated unfavorably. Assistance will then be given by the District as agreed upon.

XV.3. Tenured Teacher Staff Evaluation Process: Each tenured teacher will be formally evaluated a minimum of once every three years. Refer to policy 5222.

An administrator certified in the current evaluation model will formally evaluate the teacher. The evaluation process will consist of a completed assessment, according to the agreed-upon evaluation model.

XV.4. The certified administrator will provide written feedback to the staff member. The final formal observation will be completed by May 10th.

XV.5. (a) Non-Tenured Teacher Evaluation Program - Non-Tenured Certified Staff - (First, second, and third year of employment with West Valley School): During the first three years of employment with West Valley School, a staff member will be evaluated using the agreed-upon evaluation model. This evaluation process will apply to beginning teachers as well as to experienced teachers new to West Valley.

(b) The non-tenured staff member shall be formally observed twice per year in separate semesters.

- (c) In the interests of supporting and improving new teachers, all non-tenured staff members will be provided with a coach or mentor.

## SECTION XVI. VACANCIES, TRANSFERS AND ASSIGNMENTS

XVI.1. For the purposes of this Section, the following definitions apply:

‘Assignment’ - the direction of an Employee by the District to a different position without the use of an interviewing process.

‘Transfer’ - the changing of an Employee’s position after the Employee requests such change. Transfers include an interviewing process.

‘Opening’ - a possible employment position, created by the resignation, retirement, transfer, non-renewal, death, termination of a certified Employee formerly filling such position, or a new job created by the Board, which gives consideration to Employees for transfer.

‘Vacancy’ - an open position, which the District intends to fill, created by the resignation, retirement, transfer, non-renewal, death, termination of certified Employee formerly filling such position, or a new job created by the Board

‘Letter of Intent’ - the purpose of the non-binding letter of intent is to aid the professional personnel staffing process for the upcoming school year. The March 1 return of letters of intent marks the start of the “opening” process whereby open positions are announced in-house.

XVI.2. Letters of Intent - following the return of the Letters of Intent and in its forecast planning, the District will recognize the staffing needs for the next school year and post the proposed and/or possible openings. These postings may be communicated via email.

XVI.3. Job Openings within the district shall be advertised in-house via email to all employees. Any qualified individual currently employed by the District may express interest in and apply for an opening in-house. When one or more transfers are requested for a posted opening, a formal District interview or an informal interview, including the building principal, shall take place.

XVI.4. The intent of this Section is to give preference to Employees in their ability to transfer into an open position but does not mandate the District to transfer all Employees requesting a move.

XVI.5. Once all transfers have been completed, the District will consider new hires to fill new and remaining vacancies.

XVI.6. Vacancy Announcements will be posted and may be advertised publicly.

Information regarding these vacancies will be publicized to the Employees via email. Employees requesting a transfer to a vacancy shall notify the administrator in writing prior to the closing date of the vacancy announcement.

XVI.7. Assignments - In accordance with MCA 39-31-303, the District has the authority to “direct, transfer, and assign” its employees. Written notice of reassignment or involuntary transfer will be given to the employee. The staff member will be given opportunity to discuss the proposed transfer or reassignment with the Superintendent.

## SECTION XVII.      TEACHER RIGHTS

### Just Cause:

XVII.1.Discipline: Teachers will be disciplined only with just cause. The District will follow a policy of progressive discipline. On the first violation, the District may issue an oral warning. On the second occurrence, the District may issue a written warning. On the third occurrence, the District may suspend an employee without pay. On the fourth occurrence, the District may terminate or dismiss the employee. The above procedure may be shortened due to the seriousness of the event.

XVII.2.Dismissal (during the term of the individual teacher’s contract): Teachers shall be dismissed only with just cause and in accordance with the provisions of state statute.

XVII.3.Termination (non-renewal): Tenured teachers will be terminated only with just cause and in accordance with state statute. The termination of non-tenured teachers shall be subject solely to the provisions of state statute.

### XVII.4. Employee Representation:

An employee will be entitled to an Association representative when required to appear before the Board or its agents on any matter, which could adversely affect his/her employment and/or working conditions.

## SECTION XVIII.     MISCELLANEOUS

XVIII.1.Tenure: After a teacher has signed his/her fourth consecutive contract with the District, that teacher has “tenure” and the tenure laws of the State will apply.

XVIII.2.Reduction in Staff: Should the Board determine that it will be necessary to reduce the number of Employees by reason of a decrease in funds, by a decrease in student enrollment, instructional program changes, or by return to duty of an Employee on leave, it may make a reduction in force.

A committee of Board members and administrators shall first confer with a committee of five teachers selected by the Association. To accomplish a reduction in force, after any reassignments that the District may make, the District shall first reduce the number of non-tenured teachers by placing on layoff status the least senior non-tenured teacher. A non-tenured teacher may be bypassed in the event he/she is the sole possessor of the certification necessary to a remaining position. Should it become necessary to lay off one or more tenured teachers, the District shall lay off the least senior tenured teacher unless such teacher is the sole possessor of the certification necessary for a remaining position. Refer to Policy 5256.

XVIII.3.Recall: The District shall employ no new teacher while any teacher certified for an open position is on layoff. The District will first recall tenured teachers certified for the position(s) in reverse order to layoff to any position(s) the District intends to fill by other than transfer of a tenured teacher. If no tenured teachers are available to be recalled, non-tenured teachers will be recalled in reverse order of layoff for positions for which they are certified. Teachers placed on layoff shall retain all seniority and tenure rights they had accrued as of the date of layoff, however additional seniority shall not be earned during the period of layoff.

XVIII.4.A tenured teacher who is re-employed in a position of less time than the position he/she had at the time of layoff retains the right to an equivalent position held at the time of layoff when one becomes available.

XVIII.5. Seniority: Seniority will be determined based on an individual teacher's years in the District as a certified teacher. Unpaid leaves of absence will not break seniority, but such time will not be counted in computing seniority. When seniority is equal between or among certified staff, the ranking of those staff members will be determined by the date the contract was signed.

XVIII.6.Nothing in this Article shall be construed to limit the authority of the District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff. Therefore, such actions shall not be subject to the grievance procedure provided in this Agreement. A teacher, however, may grieve concerning the establishment of his/her seniority date or the order of layoff or recall as preceded in this Agreement.

XVIII.7.VIDEO CAMERAS: Video/audio/surveillance equipment is installed for safety and security purposes and not to be used for performance evaluations. These cameras are for the protection of school district property and safety of the students, staff, and visitors. In the event video/audio/surveillance footage is used as part of a disciplinary investigation, said footage will be made available to the union.

## **SECTION XIX. DISTRIBUTION**



- XIX. One copy of the Negotiated Agreement shall be provided by each party to its members at the school district's expense.

**TERM AND REOPENING**

This agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021. Said agreement will automatically be renewed and will continue in full force and effect for a period of 2 years unless either party gives notice in writing to the other no later than January 15th prior to the aforesaid expiration date of any anniversary thereof of its desire to reopen this Agreement or to negotiate over the terms of a successor Agreement. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR THE ASSOCIATION:

FOR THE BOARD OF TRUSTEES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this 28<sup>th</sup> day of May, 2019

WEST VALLEY SCHOOL DISTRICT #1  
2019-2020  
SALARY SCHEDULE & MATRIX

| Attainment level 5 |       | Base  |       |       |       |       | 32588 | 1.00% |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| Yrs.Exp.           | BA    | BS+15 | BA+30 | BA+45 | BA+60 | BA+75 |       |       |
| 0-2                | 1.092 | 1.139 | 1.185 | 1.232 | 1.278 | 1.325 |       |       |
| 3                  | 1.138 | 1.189 | 1.239 | 1.290 | 1.340 | 1.391 |       |       |
| 4                  | 1.184 | 1.239 | 1.293 | 1.348 | 1.402 | 1.457 |       |       |
| 5                  | 1.230 | 1.289 | 1.347 | 1.406 | 1.464 | 1.523 |       |       |
| 6                  | 1.276 | 1.339 | 1.401 | 1.464 | 1.526 | 1.589 |       |       |
| 7                  | 1.322 | 1.389 | 1.455 | 1.522 | 1.588 | 1.655 |       |       |
| 8                  | 1.368 | 1.439 | 1.509 | 1.580 | 1.650 | 1.721 |       |       |
| 9                  | 1.414 | 1.489 | 1.563 | 1.638 | 1.712 | 1.787 |       |       |
| 10                 | 1.460 | 1.539 | 1.617 | 1.696 | 1.774 | 1.853 |       |       |
| 11                 | 1.506 | 1.589 | 1.671 | 1.754 | 1.836 | 1.919 |       |       |
| 12                 |       | 1.639 | 1.725 | 1.812 | 1.898 | 1.985 |       |       |
| 13                 |       |       | 1.779 | 1.870 | 1.960 | 2.051 |       |       |
| 14                 |       |       |       | 1.928 | 2.022 | 2.117 |       |       |
| 15                 |       |       |       |       | 2.084 | 2.183 |       |       |

| Yrs Exp | BA       | 15       | 30       | 45       | 60       | 75       |
|---------|----------|----------|----------|----------|----------|----------|
| 0-1     | \$35,586 | \$37,118 | \$38,617 | \$40,148 | \$41,647 | \$43,179 |
| 2       | \$35,586 | \$37,118 | \$38,617 | \$40,148 | \$41,647 | \$43,179 |
| 3       | \$37,085 | \$38,747 | \$40,377 | \$42,039 | \$43,668 | \$45,330 |
| 4       | \$38,584 | \$40,377 | \$42,136 | \$43,929 | \$45,688 | \$47,481 |
| 5       | \$40,083 | \$42,006 | \$43,896 | \$45,819 | \$47,709 | \$49,632 |
| 6       | \$41,582 | \$43,635 | \$45,656 | \$47,709 | \$49,729 | \$51,782 |
| 7       | \$43,081 | \$45,265 | \$47,416 | \$49,599 | \$51,750 | \$53,933 |
| 8       | \$44,580 | \$46,894 | \$49,175 | \$51,489 | \$53,770 | \$56,084 |
| 9       | \$46,079 | \$48,524 | \$50,935 | \$53,379 | \$55,791 | \$58,235 |
| 10      | \$47,578 | \$50,153 | \$52,695 | \$55,269 | \$57,811 | \$60,386 |
| 11      | \$49,078 | \$51,782 | \$54,455 | \$57,159 | \$59,832 | \$62,536 |
| 12      |          | \$53,412 | \$56,214 | \$59,049 | \$61,852 | \$64,687 |
| 13      |          |          | \$57,974 | \$60,940 | \$63,872 | \$66,838 |
| 14      |          |          |          | \$62,830 | \$65,893 | \$68,989 |
| 15      |          |          |          |          | \$67,913 | \$71,140 |

WEST VALLEY SCHOOL DISTRICT #1  
2020-2021

Negotiated Agreement 2019-2020, 2020-2021

## SALARY SCHEDULE &amp; MATRIX

| Attainment level 5 |       | Base  |       |       |       |       | 33109 | 1.60% |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| Yrs.Exp.           | BA    | BS+15 | BA+30 | BA+45 | BA+60 | BA+75 |       |       |
| 0-2                | 1.092 | 1.139 | 1.185 | 1.232 | 1.278 | 1.325 |       |       |
| 3                  | 1.138 | 1.189 | 1.239 | 1.290 | 1.340 | 1.391 |       |       |
| 4                  | 1.184 | 1.239 | 1.293 | 1.348 | 1.402 | 1.457 |       |       |
| 5                  | 1.230 | 1.289 | 1.347 | 1.406 | 1.464 | 1.523 |       |       |
| 6                  | 1.276 | 1.339 | 1.401 | 1.464 | 1.526 | 1.589 |       |       |
| 7                  | 1.322 | 1.389 | 1.455 | 1.522 | 1.588 | 1.655 |       |       |
| 8                  | 1.368 | 1.439 | 1.509 | 1.580 | 1.650 | 1.721 |       |       |
| 9                  | 1.414 | 1.489 | 1.563 | 1.638 | 1.712 | 1.787 |       |       |
| 10                 | 1.460 | 1.539 | 1.617 | 1.696 | 1.774 | 1.853 |       |       |
| 11                 | 1.506 | 1.589 | 1.671 | 1.754 | 1.836 | 1.919 |       |       |
| 12                 |       | 1.639 | 1.725 | 1.812 | 1.898 | 1.985 |       |       |
| 13                 |       |       | 1.779 | 1.870 | 1.960 | 2.051 |       |       |
| 14                 |       |       |       | 1.928 | 2.022 | 2.117 |       |       |
| 15                 |       |       |       |       | 2.084 | 2.183 |       |       |

| Yrs Exp | BA       | 15       | 30       | 45       | 60       | 75       |
|---------|----------|----------|----------|----------|----------|----------|
| 0-1     | \$36,155 | \$37,711 | \$39,234 | \$40,790 | \$42,313 | \$43,869 |
| 2       | \$36,155 | \$37,711 | \$39,234 | \$40,790 | \$42,313 | \$43,869 |
| 3       | \$37,678 | \$39,367 | \$41,022 | \$42,711 | \$44,366 | \$46,055 |
| 4       | \$39,201 | \$41,022 | \$42,810 | \$44,631 | \$46,419 | \$48,240 |
| 5       | \$40,724 | \$42,678 | \$44,598 | \$46,551 | \$48,472 | \$50,425 |
| 6       | \$42,247 | \$44,333 | \$46,386 | \$48,472 | \$50,524 | \$52,610 |
| 7       | \$43,770 | \$45,988 | \$48,174 | \$50,392 | \$52,577 | \$54,795 |
| 8       | \$45,293 | \$47,644 | \$49,961 | \$52,312 | \$54,630 | \$56,981 |
| 9       | \$46,816 | \$49,299 | \$51,749 | \$54,233 | \$56,683 | \$59,166 |
| 10      | \$48,339 | \$50,955 | \$53,537 | \$56,153 | \$58,735 | \$61,351 |
| 11      | \$49,862 | \$52,610 | \$55,325 | \$58,073 | \$60,788 | \$63,536 |
| 12      |          | \$54,266 | \$57,113 | \$59,994 | \$62,841 | \$65,721 |
| 13      |          |          | \$58,901 | \$61,914 | \$64,894 | \$67,907 |
| 14      |          |          |          | \$63,834 | \$66,946 | \$70,092 |
| 15      |          |          |          |          | \$68,999 | \$72,277 |

Summary of Negotiated Agreement Dates:

By March 1 (of leave yr)      Notice to return from parental leave

Negotiated Agreement 2019-2020, 2020-2021

|                 |  |
|-----------------|--|
| By March 1      | Notice of Retirement   |
| By March 1      | Intent to advance on Salary Schedule                                   |
| By June 15      | Payment request for unused Personal Leave                              |
| By August 1     | Notice of \$500 Advance  |
| By September 15 | Confirmation of Credits earned for advancement on Salary Schedule      |
| By September 15 | Evidence of certification for National Board Certified Teacher stipend |

OPI positions deemed hard to fill:

Special Education Teacher

Art/Music

Math

School Counselor

Library/Media