

AGREEMENT

Between the

BOARD OF TRUSTEES

of

SCHOOL DISTRICT NO. 1,

SILVER BOW COUNTY, MONTANA

and the

BUTTE TEAMSTERS' UNION, LOCAL NO. 2

Covering the

ADMINISTRATORS

Of School District No. 1

July 1, 2019 to June 30, 2021

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ARTICLE I - RECOGNITION

The Employer, to-wit: the School Board of District No. 1, hereinafter referred to as the "Board," recognizes the Butte Teamsters' Union, Local No. 2, hereinafter referred to as the "Union," as the sole and exclusive bargaining representative for all principals, directors, assistant directors, supervisors, and managers, whether under contract or leave. Newly created positions shall be defined by a joint committee of the Union representative and the Superintendent as to whether the position is administrative or faculty.

ARTICLE II - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2019, and shall continue in effect until June 30, 2021. All contracts issued during this time shall reflect its provisions. This Agreement shall not be extended orally and shall be in full force and effect from year-to-year unless changes are requested by the Board or by the Union. The Union shall not demand that professional negotiation conferences begin until after January 1, 2021, but if negotiations are desired, either party must serve written notice of intention to negotiate no later than April 1, 2021, stating specifically the items to be negotiated. If such notice is not served, the Board shall not be required to negotiate any items for the following school year. The Board agrees to schedule all negotiation meetings at a time other than in conjunction with regular or special Board meetings.

ARTICLE III - RIGHTS AND RESPONSIBILITIES OF THE BOARD

- A. The Board has responsibility and authority for direction and management, on behalf of the public and the State of Montana, of all the operations, personnel, and activities of the District.
- B. By its own decision, the Board agrees to the terms of this Agreement, but in entering into this Agreement the Board does not and cannot divest itself of its policy-making power to make the final decision in any situation, which falls beyond the terms of this Agreement.

ARTICLE IV - ADMINISTRATORS' PERSONAL RIGHTS

- A. Duly authorized representatives of the Union shall be permitted to transact official business on school property, provided that such business does not interfere with the instructional program of the school.
- B. The Board will furnish to the Union, upon request, a copy of all available information relating to the financial resources of the District, Board meetings, faculty addresses, and such information as will assist the Union in developing programs on behalf of administrative personnel, together with reasonable information which may be necessary for the Union to process a grievance.
- C. Administrative personnel shall be involved in the initial planning for education specifications for physical plant developments and for annual budget requests. The Board recognizes the contributions to be made by members in the development of plans having a direct bearing upon the educational program of their areas of responsibilities.
- D. The Board recognizes the right of administrative personnel assigned to responsible positions at the administrative level to have adequate clerical help, and it is a responsibility of the Board to provide this help within the financial limitations of the District's resources.
- E. No materials shall be placed in the administrator's personnel file until the employee has been given the opportunity to read the contents and attach any comments he/she may so desire. Each such document

shall be initialed by the administrator before being placed in his/her file as evidence of his/her having read such document. This shall not be deemed to constitute approval by the administrator of the contents of such document.

- F. Administrative personnel have the right to expect the support of the Superintendent and Board in assisting with disciplinary problems within policies established by the Board.
- G. The Union shall have the right to post notices of its activities and matters of concern on faculty bulletin boards, at least one of which will be provided in each school.
- H. Administrative personnel will be informed of budget changes which would affect their programs. Personnel will be given the opportunity to present to appropriate administrators the implications of such changes on their programs. This provision shall not be construed as an attempt to control budgetary matters, which are the sole responsibility of the Board; rather, its intent is to improve budgetary communication.
- I. Administrative personnel have the right commensurate with their level of responsibility to actively participate in the planning, development, and implementation of the District's annual financial plan.

ARTICLE V - MISCELLANEOUS PROVISIONS

- A. All conditions of employment, including, but not limited to, working hours, extra compensation for work outside regular hours, relief periods, leave, and general working conditions shall be maintained at not less than provided in this Agreement provided that such conditions shall be improved for the benefit of personnel as required by the express provisions of this Agreement.
- B. This Agreement and past practices, customs, and standards in effect shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written amendment.
- C. All individual contracts shall be made expressly to the terms of this Agreement.
- D. The Agreement will be posted on the website; a number of printed copies will be provided to the Union and kept at the Administration Building.
- E. The union recognizes that the Employer's ability to fund economic benefits contained in this agreement is dependent upon such contingencies as passage of special mill levies, legislative appropriations, and other revenues. Should there be a significant decrease in revenue, as determined by the Board of Trustees, which impairs the ability of the Employer to fund economic and other benefits contained in this Agreement, the parties shall immediately reopen the Agreement to negotiate the provisions herein that are affected by the economic impact. It is agreed that if this provision needs to be utilized that this contract would be reopened only if two or more other employee contracts (one of which would be the Butte Teachers Union Contract with Teachers) are also reopened.

ARTICLE VI - ADMINISTRATIVE CERTIFICATES

No person shall be employed to administer education programs in the public schools of School District No. 1 of Silver Bow County, Montana, who does not hold a valid and appropriate administrator's certificate for the State of Montana, according to law.

ARTICLE VII - SENIORITY AND REDUCTION IN FORCE

- A. Accrual of Seniority - An individual assigned to an administrative position for a 6 consecutive month

period shall be placed on the administrators' seniority list with a seniority date as of the first day assigned such administrative position. Should two or more individuals be assigned an administrative position on the same day, seniority ranking of those individuals shall be determined as follows:

1. The individual who has been employed within the District for the greater number of years shall be placed on the seniority list first. This procedure shall then be followed for placing those other individuals who were previously employed within the District.
 2. Individuals who have no previous employment within the District shall then be ranked behind those described in 1 above. Should one of the individuals have previous employment within the District, they shall be ranked according to which of those involved were first assigned according to the Board of Trustees minutes.
- B. Hiring practices shall be completed in accordance with state and federal laws and Board policy.
1. If a position represented by the Teamsters' Union becomes vacant and the Board decides to post the position internally, only members of the Teamsters' Union shall be able to apply.
 2. If no member of the Teamsters' Union chooses to apply, the Board will open the position externally.
 3. If a member of the Teamsters' Union decides to accept a teaching position within the District (that he/she is qualified for) they will retain all District seniority.
- C. Assignments, Transfers, and Vacancies - The Board has the authority and responsibility in the assignment and transfer of administrative personnel. Personnel shall be given written notice of their assignment with the issuance of their contract. Transfers and reassignments shall be made only after prior consultation with said personnel and written notification from the Superintendent. Personnel who object to such transfers and reassignments shall have the right to appeal through the grievance procedure. In the case of an involuntary transfer, the Board shall give due consideration to the principle of seniority when determining which of the administrators would be transferred. In the case of an involuntary transfer of a principal or administrator, he will maintain his salary at the time of the transfer.

ARTICLE VIII - QUALIFICATIONS NOT RETROACTIVE

The qualifications for the appointment of the administrators, as set forth in these rules, shall not be retroactive.

ARTICLE IX - CONTRACTS

- A. All administrators shall be issued individual contracts. All contracts of employment of administrators authorized by resolution of the Board of Trustees of School District No. 1 shall be in writing and executed in duplicate by the Chairman and the Clerk of the Board for the District and by the administrator.
- B. All administrators shall be notified prior to February 1 relative to their status for the ensuing year, and their contracts will be issued prior to July 1 of each year for that school year.
Non-certified administrators will be notified no later than August 1 of each year of their contract renewal for that school year.
- C. Re-election of administrators shall be pursuant to the laws of the State of Montana regarding tenure and acts amendatory thereto.

ARTICLE X - SUBSTITUTE OR ACTING ELEMENTARY PRINCIPAL

- A. The Board shall provide an acting principal who meets the qualifications of a principal to fill a temporary vacancy caused by illness, incapacity, or personal leave of an elementary principal.
- B. Substitute or acting elementary principals shall be paid at the certified administrator base, or their current teacher salary, whichever is greater.
- C. If the position is greater than six (6) months in duration, the Principal will be placed on the seniority list using the date the temporary assignment began, if the individual is retained in an Administrative position.

ARTICLE XI - LEAVES OF ABSENCES

- A. Administrators shall be considered for a leave of absence provided qualified replacements are available.
- B. A leave of absence shall extend over a period of time not to exceed one scholastic year. In special instances, leaves may be granted for a longer time.
- C. All requests for leaves of absences must be in writing and should contain sufficient explanation of the cause. This request, except in case of ill health, should be filed with the Superintendent at least two months before the time when such leave of absence shall take effect, unless a shorter notice is agreed to by the Board.
- D. When a leave of absence has been granted to the end of a scholastic year, the administrator must notify the Superintendent by the first of March of his intentions to resume his work at the beginning of the next scholastic year.
- E. Administrators on detached duty employed in federal programs for the District will be granted leaves of absence for a maximum of two years. This provision shall not be retroactive.
- F. The Board will grant a leave of absence for public affairs (1) without compensation when the leave is to campaign for a public office; (2) with compensation for elected state offices up to a period of 90 days per year. The administrative personnel will be compensated at a rate equal to the difference between his daily rate of pay and daily rate of pay for the elected office.
- G. Once an administrator returns from leave of absence he shall return to at least the same or similar administrative duty he had prior to said leave.

ARTICLE XII - SABBATICAL LEAVE

- A. Administrators who have completed seven years of service in the District shall be entitled to a sabbatical leave of one year, the compensation for which shall be the difference between \$20 per day and of such administrator's salary who is taking the leave will be paid, but the maximum will be \$10,000. It must be limited to formal education. This must be verified and a transcript must be furnished upon completion of the formal education. The number of persons on sabbatical leave in any one year shall be limited to two. This does not guarantee any number of leaves.
- B. An administrator absent on sabbatical leave shall receive any regular scheduled salary increase agreed to by the Board of Trustees and the administrators of the District.
- C. Applications must be filed on or before the first day of April or the first day of November, immediately preceding the semester when it is proposed that the sabbatical leave shall become effective. Leaves

may be granted for periods of one semester or one year.

- D. Applications for sabbatical leave shall be made upon a form furnished by the Superintendent. The application shall contain whatever information the superintendent deems necessary.
- E. Social Security, health and welfare, and retirement benefits shall be computed and paid as provided by law.
- F. Granting of sabbatical leave shall be considered only if sufficient funding exists in the district budget.

ARTICLE XIII - PERSONAL LEAVE

Every administrator in the District is entitled to up to 12 days of personal leave per fiscal year. The administrator may elect to take these days for attending to matters of a personal nature, such as but not limited to, personal business, deaths in family, and sickness in family. The administrator will inform the Superintendent as to his/her wish or personal leave as long before he/she needs the leave as possible. Said leave will be deducted from the administrator's sick leave.

ARTICLE XIV - COMPLAINTS AGAINST ADMINISTRATORS

- A. In the event of any complaint directed toward administrative personnel, it is agreed that the first step shall be an informal exchange of information between the administrative personnel and his supervisor. No further action shall be taken, nor shall any notice thereof be included in said administrator's personnel file, unless such matter is promptly reported in writing to the administrator concerned.
- B. Any unresolved complaint against an administrator must be submitted to the Superintendent in writing and duly signed. Upon the filing of said complaint, said administrator shall be entitled to a hearing at a regular or special meeting of the Board. Such meeting may be closed following the open meeting law regarding personnel matters. The complainant must appear at this hearing along with any witness and they may testify only after first being duly sworn under oath. The administrator must receive written notice of said hearing and a copy of the complaint at least 15 days prior to the hearing.

ARTICLE XV - NO DISCRIMINATION

There shall be no discrimination against an administrator because of race, sex, political or religious affiliation, or membership in any labor union.

ARTICLE XVI - AVAILABILITY OF UNION MEMBERSHIP

The Union agrees that membership in the Union will be available to all employees within the bargaining unit on the same terms and conditions generally applicable to members of the Union. The Board will notify the Union in writing when a new administrator has been appointed.

ARTICLE XVII - AGENCY SHOP

- A. No administrator shall be required to become a member of the Union as a condition of employment. Each administrator shall have the right to join, not join, maintain, or drop his Union membership. Membership in the Union shall be separate, apart, and distinct from the assumption by each administrator of his equal obligation to support financially the costs of collective bargaining from which the administrator receives benefits equal to those received by the Union members. It is

recognized that the Union is required both under law and this Agreement to represent all of the administrators in the bargaining unit fairly and equally without regard to whether or not an administrator be a member of the Union. Inasmuch as the terms of this Agreement have been made for all administrators in the bargaining unit and all administrators derive benefits thereunder, it is fair that each administrator in the bargaining unit assume his fair share of the obligation along with grant of equal benefit contained in this Agreement.

- B. In accordance with the above mentioned, all administrators who do not become members of the Union shall, after 31 days, as a condition of continuing employment, pay to the Union each month an amount of money equal to that paid by other administrators in the bargaining unit who are members of the unit, which amount shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present administrators who do not choose to become a member of the Union, such payment shall commence 31 calendar days following the date of the execution of this Agreement.

ARTICLE XVIII - CHECK OFF

The Board agrees to grant exclusive rights of Agency Shop and Union dues deductions to the Union and will deduct Agency Shop and Union membership dues from the pay of those administrators who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Board by the Union and the monthly aggregate deductions together with a list of administrators will be remitted to the Union on a monthly basis.

ARTICLE XIX - WORKMEN'S COMPENSATION LEAVE

- A. An administrator absent from duty because of an injury or disease as defined by the Workmen's Compensation laws who is allowed leave from his position for the period of his absence necessitated by such injury or disease shall not have that leave adversely affected by reason of receiving any benefits as provided by the Workmen's Compensation laws.
- B. The administrators shall be covered under the Workmen's Compensation laws of the State of Montana.

ARTICLE XX - THE SCHOOL YEAR AND THE SCHOOL DAY

- A. Elementary: The contract year for elementary principals shall extend for a total of 45 consecutive weeks beginning two to three weeks prior to the opening of the current school year, with the approval of the Superintendent.
- Secondary: The contract year for middle and senior high schools principals, vice and assistant principals shall extend from July 1 to June 30.
- Directors: The contract year for directors, unless otherwise provided for in the individual contract, shall extend from July 1 to June 30. Should any program be in effect during the period June 1 to September 1 that is normally supervised by a Director, such Director shall have a July 1 to June 30 contract year.
- B. The Driver Education Director will be paid a stipend of \$7,500 per year.
- C. The normal work day for administrative personnel shall be inclusive of those hours immediately prior to or following the teacher-student day that may be reasonably required to perform his/her administrative duties as fully set forth in the applicable job description. When administrative personnel are required,

under the instruction of the Board or the Superintendent, to perform work during hours other than described herein above, such as but not limited to, administration functions scheduled after the normal administrative work day and/or on weekends, shall be compensated at an hourly wage as determined by the salary index system for all hours so required. It is understood and agreed by the Board of Trustees that should additional extra curricular activities be included in a present job description, the responsibility factor of this affected position shall be subject to negotiations.

- D. This said Article pertaining to contract year and normal day shall apply to principals, vice principals, and directors.
- E. All members of the bargaining unit will not be required to be on duty during non-scheduled days occurring during the academic school year (187 days).
- F. The District will pay the Administrator in charge of the Adult Education Program a stipend of \$5,500/year.
- G. Members of the bargaining unit will be allowed to volunteer as a coach or sponsor for one extra-curricular and/or co-curricular activity during the school year with the Supervisor's and Superintendent's permission excluding Varsity Head Coach Positions. Participation will be after the normal work day as noted in the CBA. Travel Club sponsorships are excluded. Superintendent's permission is required for any travel or school day games. This provision to be evaluated at the end of the school year 2020 to determine continuation of this program.

ARTICLE XXI - CLOSING OF SCHOOLS

- A. In case of school closing because of inclement weather or other natural causes, administrative personnel assigned at the school will not be required to report for work and will be paid for such absences.
- B.
 - 1. In the event of a permanent closure of a secondary, elementary, or middle school, the administrator with the least seniority among all secondary, elementary or middle school administrators will be the first reduced, and the last reduced shall be the first reinstated, provided, however, the senior administrator is qualified. The administrator reduced shall be placed on the District's teachers' seniority list in accordance with his total District seniority, and will be placed in a teaching position in accordance with his status on that seniority list.
 - 2. In the event of the abolishment of a program administered by a non-certified administrator, the least senior administrator among all non-certified administrators shall be the first reduced and the last reduced shall be the first reinstated, provided, however, the senior administrator is qualified.
 - 3. In the event that a program director has accrued seniority in a teaching position, then in the event of the termination of said program or termination of the position, then said administrator shall be placed on the teachers' seniority list in accordance with his total District seniority, and will be placed in a teaching position in accordance with their status on that seniority list.
 - 4. In the event that the position or program of a Special Education Program Director or Curriculum Director is terminated, then said director shall be placed on the seniority list described in B.1, if otherwise qualified. The reduction in force will then occur in accordance with B.1.

ARTICLE XXII - PAYROLL PERIODS

The amount stipulated on the face of the contract for the school year will be divided in 10 or 12 equal payments as elected to by the administrator on the same days as teaching corps. All employees will use Direct Deposit for payments.

ARTICLE XXIII - SICK LEAVE

- A. Every administrator of the District shall be allowed an annual 15 days sick leave with full salary cumulative for 150 days.
- B. For employees hired prior to September 1, 1992, the District shall pay one-half of unused sick leave accumulative to 150 days upon retirement or death. In addition, sick leave accumulated beyond 150 days shall be severed at the rate of one-fourth upon retirement or death. For employees hired after September 1, 1992, the District shall pay to each administrator upon retirement or death, one-third of any unused accumulated sick leave to 150 days. In addition, sick leave accumulated beyond 150 days shall be severed at the rate of one-fourth upon retirement or death. For employees after September 1, 2018, the District shall pay to each Administrator upon retirement or death one-fourth of any unused portion of accumulated sick leave. This compensation shall be included as part of the individual yearly salary for the year in which the employee retires.
- C. In addition, 5 days per year cumulative to 35 days shall be allowed at the difference between \$18 per day and the administrator's daily rate of pay. Said daily rate of pay shall be determined by dividing his annual salary wage by 190.
- D. Should an administrator exhaust all accrued sick leave as a result of illness or injury other administrators, on a voluntary basis, may divert not more than 2 days of their accrued sick leave to the administrator who has exhausted their sick leave benefits.

ARTICLE XXIV - INSURANCE

- A. A group medical insurance plan will be reviewed by both parties. The union will name the policy carrier.
- B. Effective July 1, 2019, through the month of June 2020, the District shall contribute \$936.84 per month toward the cost of health, vision, and dental insurance for each member of the bargaining unit provided. Effective July 1, 2020, through the month of June 2021, the District shall contribute \$961.84 per month toward the cost of health, vision, and dental insurance for each member of the bargaining unit provided.
- C. The Board agrees that, should an increase in group health and welfare premiums occur during the term of this agreement, it will meet with the Union to re-negotiate the Board's contribution. (This does not mean the Board will automatically pay the entire increase.)
- D. For employees hired prior to September 1, 2015, the Board agrees to contribute to an insurance premium up to the amount of an active employee, excluding the cost of short-term disability, life and accidental death and dismemberment insurance, on behalf of any employee who retires. The contribution will continue for a period not to exceed 120 months or death of the employee, whichever occurs first. The contribution may not exceed the cost of the premium. Employees will have the option to receive a monthly cash allowance in lieu of insurance payment. The election made at retirement is revocable once, at the discretion of the retiree, but not otherwise. If a retired member should die prior to the expiration of the 120 months, the health insurance benefit received by the retiree, at the time of death, will continue to be paid to his/her spouse for a period of 12 months.
- E. The Board shall pay the full cost of a \$25,000 life insurance benefit for each member of the bargaining unit for the term group life insurance. Effective October 1, 1988, the employees, at their individual option shall be entitled to increase the life insurance to either \$50,000 or \$75,000 with the employee to

pay the additional premium.

- F. For an administrator hired after 7/1/97, the retiree must be receiving a retirement benefit from the Montana Teachers' System or the Public Employees Retirement System in order to receive the insurance benefit. The Administrator's last 10 years of service must be with Butte School District No. 1.
- G. The Affordable Care Act (ACA) requires health plans and health insurance issuers to provide Summary of Benefits and Coverage (SBC) to all eligible employees and plan enrollees. As the plan sponsor, the Union will be responsible for the distribution of the SBC:
 - a. 30 days prior to the plan renewal
 - b. 60 days prior to any mid-year plan change
 - c. to all employees newly eligible for the plan

The Union, as the plan sponsor, will provide a list to the Butte School District annually and then again when changes are made of all employees participating on the insurance plan. The Union will also provide a copy of the signed waiver form for each employee waiving coverage to ensure that all eligible employees have been offered health coverage.

The Union, as the plan sponsor, will provide a statement to the Butte School District prior to the plan renewal that at least one plan offered to eligible employees meets the "pay or play" requirements of affordable minimum value coverage.

ARTICLE XXV - PENSIONS

- A. Effective July 1, 1992, based on June hours of compensation and continuing each month thereafter, the Board agrees to pay to the Western Conference of Teamsters Pension Trust, \$1.62 per hour on behalf of each administrator subject to the terms of this Agreement. Such contributions shall be based on 2080 hours per calendar year and 173.3 hours per calendar month, and shall be remitted in accordance with the requirements of the Pension Trust Fund. Failure to make any or all payments herein provided for within the time specified shall be a breach of this Agreement.
- B. Effective July 1, 1994, based on June 1994 hours, the contribution to the Western Conference of Teamsters Pension Trust Fund shall be increased to 27¢ to provide the Program for Enhanced Early Retirement (PEER). This contribution shall be paid on the same basis as contributions for the basic Plan provided for in Article XXV. The total contribution to the Western Conference of Teamsters Pension Trust Fund shall be \$1.89 per hour. The contributions required to provide the PEER will not be taken into consideration for benefit accrual purposes under the Plan. The PEER additional contribution for the PEER must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time. This contribution will be capped at forty (40) hours per week or Seventy-Five and 60/100ths Dollars (\$75.60). This calculation is based on the total contribution rate times 40 hours, not to exceed 2080 hours in any year.
- C. At the option, by majority vote of the administrators, the pension contribution in effect October 1, 1996, may be increased at any time during the period October 1, 1996, through June 30, 1998, provided, however, any such increases must be diverted from salary increases provided for under this Agreement.
- D. The payments provided for in this Article shall be used by the Pension Trust Fund to provide benefits for eligible employees in accordance with the Pension Trust Fund, to be applied to the eligible employees.

- E. The Board hereby agrees to be bound by all terms and provisions of the Agreement and Declaration of Trust establishing Pension Trust Funds. The Board further agrees irrevocably to designate as its representative on the Board of Trustees as Employer Trustees together with the successors elected in the manner provided in said Agreement and Declaration of Trust, and agrees to be bound by all action taken by said Employer Trustees pursuant to and within the terms of said Agreement and Declaration of Trust.
- F. It is understood and agreed to that the Pension Plan referred to herein shall be such as to qualify for approval by the Internal Revenue Bureau of the United States Treasury Department, so as to allow the Employer an income tax deduction for the contributions paid hereunder.
- G. It is further understood that such moneys paid into the Western Conference of Teamsters Pension Plan are not in any manner considered part of the salaries or wages of the administrators and are not to be included in the gross taxable income as salary or wages.
- H. The parties agree that if they enter into a renewal, extension, modification or replacement of the Labor Agreement for a period which includes or follows January 1, 1979, they shall include a provision which requires the Employer to make contributions to the Pension Trust Fund after December 31, 1978, at a rate which shall be 140% of the highest pension contribution rate in effect under the Labor Agreement prior to January 1, 1979. The parties further agree that because the Trustees of the Fund will rely upon this paragraph of the Agreement to restore or not to reduce benefits to retiring employees, this paragraph may not be modified, terminated, or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

ARTICLE XXVI - LONGEVITY BONUS and RETIREMENT INCENTIVE

Any member of the bargaining unit will be given a longevity bonus based on total years of service within the District. This longevity bonus is to be included in member's final severance pay and shall be based upon the following table:

10 years of experience with District	\$1,000
15 years of experience with District	\$1,500
20 years of experience with District	\$2,000

The District reserves the right to offer a voluntary retirement incentive at their discretion.

ARTICLE XXVII - VACATIONS

An annual leave will be granted to administrators who are employed on a 12-month basis equivalent to the leave as set forth in the schedule found in Section 2-18-612, Montana Code Annotated.

ARTICLE XXVIII- HOLIDAYS

- A. Twelve-month administrators shall not have to work on the following holidays:

New Year's Day	Labor Day
Thursday of Spring Break	Thanksgiving Day
Friday of Spring Break	Day after Thanksgiving
Monday of Spring Break	Christmas Eve
Memorial Day	Christmas Day
July 4	New Year's Eve

ARTICLE XXIX - CONFERENCES

Administrators will be allowed to attend educational conferences approved by the School Board and Superintendent and shall receive travel expenses for motel and meals at the rate established by Board policy and mileage for use of privately owned automobiles at a rate not less than established by law.

ARTICLE XXX - PER DIEM

The Board agrees to continue its policy of reimbursing each administrator, on a per mile basis, an amount equal to that allowed by the Internal Revenue Service as a monthly travel allowance.

ARTICLE XXXI - CONDITIONS OF EMPLOYMENT

- A. No principal will be required to accept the administration of two or more school buildings except under emergency conditions. An assistant principal may be required to accept the administrative duties of two or more school buildings. The current assistant principals will not be required to transfer to any other school and the District will limit floating assistant principals to one.
- B. All summer programs and after-school programs requiring administration must be administered by qualified administrators.

ARTICLE XXXII - SALARY INCREASE

- A. Commencing with the school year 1986-87 the positions of Butte High Principal and Assistant Principal shall receive an annual out-of-line differential of \$2,000. This out-of-line differential shall be paid each subsequent year thereafter, unless and until such time as the parties collectively bargain any changes, modifications, or deletions of this out-of-line differential.
- B. Commencing with the school year 2007-2008 the Elementary School Principals shall receive an annual out-of-line differential of \$1,000. This out-of-line differential shall be paid each subsequent year thereafter, unless and until such time as the parties collectively bargain any changes, modifications, or deletions of this out-of-line differential.
- C. The index system and the salary schedule are attached hereto as Exhibit A and B respectively and by reference are incorporated into this agreement.
- D. The Joint Resolution of Understanding, dated October 24, 1978, will remain in effect during the life of this contract.

ARTICLE XXXIII - GRIEVANCE PROCEDURE

- A. "Grievance" as used in this Agreement shall include the interpretation or application of or compliance with the provisions of this Agreement.
- B. The administrator shall first discuss the problem with the Superintendent.
- C. If the matter is not satisfactorily adjusted, the administrator shall submit grievance in writing within 30 calendar days of the first occurrence of the grievance to the Superintendent. If the grievant fails to follow the time limits in of this Article, the grievance is waived or deemed settled. The Superintendent may request a meeting of the administrator and involved parties within 10 days, submitting it to the administrator and involved parties.
- D. In the event a grievance shall not have been settled under the procedure above, the aggrieved may proceed directly to arbitration, which shall be binding on both parties. Notice of intention to request

submission to arbitration must be sent in writing within 14 calendar days after receipt of the Superintendent's decision to the School Board. The Federal Mediation and Conciliation Service shall select the arbiter under its labor arbitration rules and the decision of the arbiter shall be binding on both parties for the duration of this Agreement.

- E. Upon submission for arbitration, each party shall bear the costs of presenting its own case and the cost of procuring its own transcript. The fees and expenses of the arbiter and the costs of hearing rooms and reporting fees shall be shared equally by the parties. Should either party decline to arbitrate, the opposite may take such legal, equitable, or economic action as it deems appropriate. Should either party withdraw from arbitration once undertaken, the arbiter shall enter a decision against the withdrawing party.
- F. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that period.
- G. The administrator is entitled to have a representative of his Union present in any and all steps of the grievance procedures.

ARTICLE XXXIV - SEPARABILITY AND SAVINGS CLAUSE

- A. If a provision contained in this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any provision is held invalid or enforcement of or compliance with any provision has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiation, upon request of either party, for the purpose of arriving at mutually satisfactory replacement for such provision during the period of invalidity or restraint. If the parties do not agree within a period of 60 days of a mutually satisfactory replacement, either party shall be permitted all legal and economic recourse in support of its demands notwithstanding any provision of this Agreement to the contrary.

ARTICLE XXXV – EDUCATIONAL ADVANCEMENT

On an annual basis, an administrator may receive credit for educational advancement up to the degree of education provided for in Exhibit A. In order for an administrator to receive a higher level of education factor applied to the computation of his/her contract salary for that year, the following shall apply:

1. The administrator must submit his/her plan for advancement in writing and on a District authorized form to the Superintendent on or before April 1st preceding the contract year in which the planned increment will become effective.
2. Superintendent must approve all coursework.
3. The administrator must submit an official transcript that records completion and credits earned for approved courses to the Superintendent on or before September 15th of the contract year in which the planned increment will become effective. An official notice of successful completion of coursework will be accepted, pending receipt of the official transcript.

Provided that the above requirements are met, credit for educational advancement shall be applied to the level of education factor used to compute the administrator's annual contact salary and shall be effective as of July 1st.

IN WITNESS WHEREOF, the parties hereto set their hands on the day and year first above-mentioned.

BOARD OF TRUSTEES
SCHOOL DISTRICT NO. 1
BUTTE, MONTANA

BUTTE TEAMSTERS UNION
LOCAL NO. 2
BUTTE, MONTANA

BY: _____
Ann Boston
Chairperson

BY: _____
Aaron Ralph
Business Agent

ATTEST:

BY: _____
Kevin Patrick, District Clerk and
Director of Business Affairs

EXHIBIT A

Effective July 1, 2021 to June 30, 2022, the entry base salary for certified administrators shall be \$64,545.22

Effective July 1, 2021 to June 30, 2022, the entry base salary for non-certified administrators shall be \$55,285.63

Effective July 1, 2022 to June 30, 2023, the entry base salary for certified administrators shall be \$65,836.12

Effective July 1, 2022 to June 30, 2023, the entry base salary for non-certified administrators shall be \$56,391.34.

Position Responsibility Factor

The position responsibility factor for each administrative position shall reflect the duties included in each respective job description. The position factors listed in the index shown as Exhibit A shall be for job descriptions that include the following additional duties:

ALL CERTIFIED ADMINISTRATORS shall serve on one District-wide curriculum committee.

ALL NON-CERTIFIED ADMINISTRATORS shall serve on one District-wide management committee.

ELEMENTARY PRINCIPALS shall serve as administrators of District-wide services/ programs that can be managed during their work day and year. Examples of these services/programs are:

1. Student teachers and practicum programs
2. Chapter II
3. Elementary testing
4. Elementary PE/activities
5. Elementary music/art
6. Gifted and talented program
7. Intermittent program development

ELEMENTARY PRINCIPALS whose schools present substantially greater demands (e.g., very large enrollment) will not be required to serve in a District-wide capacity, but may request same with additional factor weight.

ANY ADMINISTRATOR who assumes District-wide responsibility beyond those listed above may negotiate an additional factor weight.

For purposes of setting a baseline job description upon which to base the index, current job descriptions plus the District-wide responsibilities shall prevail.

Each administrative position shall be given a responsibility factor weight and a factor weight based on the length of the school year applicable to each position.

In addition, each administrator shall be given factor weights based on years of administrative experience and degree of education. Factor weights are determined as follows:

<u>Responsibility Factor</u>		<u>School Year Factor</u>	
Elementary Principal	1.04	10 month	0.10
Middle School Principal	1.17	12 month	0.14
Middle School Assistant Principal	1.07	12 month	0.14
Senior School Principal	1.22	12 month	0.14
Curriculum Director	1.22	12 month	0.14
Principal/Director Education/ Transformational Learning Services	1.07	12 month	0.14
Senior School Assistant Principal Directors	1.10 1.17	12 month 12 month	0.14 0.14
(Transportation/Buildings and Maintenance, Central Services and Special Education)			

Experience Factor

Effective July 1, 2011 each administrator shall be given a factor weight of .04 for each year of administrative experience in School District #1 not to exceed a maximum of .30 experience factor. Effective July 1, 2015, each Administrator who has reached the maximum experience factor of .30 in the previous year shall be given a factor weight of .01 for each continuing year of Administrative experience thereafter up to a maximum of .40 experience factor.

Education Factor (based on semester credits)

Certified

BA-MA	0.01
MA+10	0.04
MA+20	0.06
MA+30	0.08
MA+40	0.12
Ed. D.	0.12

Non-Certified

BA	0.01
BA+10	0.04

Annual, daily, and hourly salaries shall be computed as follows:

Annual Salary

The annual salary shall be calculated in accordance with the following:

Entry base salary X responsibility factor equals base. Base X experience factor equals adjusted base. Adjusted base X the cumulative total factor weight of the school year factor plus the education factor equals the annual salary.

Daily Salary

10 month - Annual salary divided by 225 equals daily salary

12 month - Annual salary divided by 260 equals daily salary

Hourly Salary: Daily salary divided by 8 equals hourly salary

EXHIBIT B
(Effective July 1, 2022)

		<u>2021-22</u>	<u>2022-23</u>
Brian Anderson	Principal, Kennedy Elementary School (MA+30)		\$ 84,025.85
Brenda Floreen	Assistant Principal, Butte High School (MA)	\$ 104,511.62	\$ 108,267.50
Melissa Johnson	Director of Special Education (MA+40)	\$ 98,112.86	\$ 116,466.73
Susan Johnson	Principal, Hillcrest Elementary School (MA+40)	\$ 111,377.16	\$ 114,440.03
Travis Johnson	Director of Alt. Ed. /Transformational Learning (MA+40)	\$ 94,998.17	\$ 106,512.31
Pat Kissell	Principal, West Elementary School (MA+30)	\$ 107,725.45	\$ 110,687.90
Jennifer Luoma	Principal, Margaret Leary School (MA+40)	\$ 107,282.41	\$ 110,263.39
Kurt Marthaller	Director, Central Services (BA)	\$ 96,702.86	\$ 101,988.59
Chuck Merrifield	Assistant Principal, Butte High School (MA+20)	\$ 121,665.15	\$ 125,010.95
John Metz	Principal, Butte High School (MA+40)	\$ 134,937.72	\$ 138,648.50
Keith Miller	Principal, East Middle School (MA+10)	\$ 121,191.13	\$ 124,523.89
Brenda Miner	Principal, Emerson Elementary School (MA+40)	\$ 106,463.46	\$ 109,428.06
Jim O'Neill	Director, Curriculum (MA)	\$ 129,457.05	\$ 133,010.03
Ron Ricketts	Assistant Principal, East Middle School (MA+20)	\$ 116,606.62	\$ 119,826.35
Josh Schad	Principal, Whittier Elementary School (MA)	\$ 95,374.08	\$ 98,801.59
Jeremey Whitlock	Director, Transportation/Buildings & Maintenance (BA)	\$ 86,288.71	\$ 93,424.67

LETTER OF UNDERSTANDING

Effective November 1, 1992

The normal administrative workday as referenced in Article XX shall include the following:

1. Each school site or department will maintain normal work hours (basically 8 a.m. to 4 p.m.). This does not mean that the administrator needs to be there during these hours. It does mean that the administrator will ensure clerical or other staff being present or available to the telephone to meet the needs of students and parent.
2. Administrators will attend Board meetings when they have agenda items or when asked to make a special presentation to the Board.
3. Administrators will participate in committees/activities under the jurisdiction of their administrative assignment.
4. Administrators will participate in one or two District-wide committees each year.
5. Administrators will be encouraged to participate in activities that fall in their area of special expertise and special abilities.
6. Administrators will participate in the selection of personnel for vacancies under their supervision.

The Board will compensate administrators for work required outside of the contract year.

ADMINISTRATOR SABBATICAL AGREEMENT

I, the undersigned applicant for sabbatical leave, agree to return to employment of School District No. 1, Silver Bow County, State of Montana, at the expiration of the sabbatical leave, and to serve in my present administrative capacity at the salary scale provided by agreement between School District No. 1 and the Administrators of School District No. 1 for at least one year thereafter. In the event of any subsequent refusal to perform such service, I agree to refund to School District No. 1, not later than one year after the expiration of the sabbatical leave, the compensation so received for the sabbatical leave.

The State District Court of Butte-Silver Bow has jurisdiction to enforce this sabbatical agreement. The State District Court of Butte-Silver Bow may also award attorney fees, court costs, and interest as the court sees fit, outside the contract.

Signature of Applicant

Date: _____