

MASTER CONTRACT

**HYSHAM PUBLIC SCHOOLS
DISTRICT NO. 1**

AND THE

TREASURE COUNTY EDUCATION ASSOCIATION

NEGOTIATED AGREEMENT

FISCAL YEAR 2023-2024

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**NEGOTIATED AGREEMENT
FISCAL YEAR 2023-2024**

Preamble

This agreement is entered into between Hysham School District No. 1, Treasure County, Montana, (hereinafter referred to as the Board) and the Treasure County Education Association, (hereinafter referred to as the Association) pursuant to and in compliance with the Montana Public Employee Collective Bargaining Law, Title 39, MCA, 1989, Revised Codes of Montana, as amended, (hereinafter referred to as the Act) to provide the terms and conditions of employment for teachers during the duration of this agreement.

ARTICLE I

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

A. RECOGNITION

In accordance with the Act, the school district recognizes the Treasure County Education Association as the exclusive representative of teachers employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the Act and as described in this Agreement.

B. APPROPRIATE UNIT

The exclusive representative shall represent members of the appropriate unit which shall consist of all teachers of the school district who are certified in Class 1, 2, 4, or 5 as provided in Title 20-4-106, MCA, 1979 and whose position calls for or requires such certification, but shall exclude the following: Superintendent, Principals, Bus Drivers, Cooks, Custodians, Secretaries, Teacher's Aides, Clerk, Substitute Teachers, Supervisory employees, temporary or casual employees and all other employees.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. NON-JEOPARDY AND TEACHER RIGHTS

Every teacher employed by the Board during the term hereof shall have right freely to join and support the Association. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher with respect to the enjoyment of any rights conferred by the Agreement, the Act, or any other applicable law.

B. INFORMATION

Upon written request, one copy of all available information concerning the financial resources of the district, including annual financial reports and audits, annual fall report of certificated personnel, tentative budgetary requirements and allocations, and such other information as is provided by law that will assist the Association in preparing for negotiations or in processing any grievances or complaints shall be furnished by the School District to the Association, provided that the Association reimburses the School District for the actual cost of providing such information.

C. ASSOCIATION BUSINESS

1. Upon request to and approval by the principal or supervisor, the duly authorized representatives of the Association and its respective affiliates may transact official Association business on school property after school hours provided that there is no disruption of the educational process or other scheduled events.
2. Upon the request and approval by the principal or supervisor, Association meetings may be conducted on school property provided that such meetings or building use do not interfere with the educational process or normal school functions.
3. The Association shall have the right to use school mail boxes for the distribution of printed materials to teachers provided that all such materials clearly and conspicuously identify that they are distributed and authorized by the Association.
4. The Association shall have use of some portion of a bulletin board, if existing, in a teacher use area.
5. The use of school buildings by the Association shall be subject to the right of the school district to make reasonable charges for such usage, as provided by school board policy and practice.

D. PAYROLL DEDUCTIONS

1. Payroll deductions may be made by the district for:
 - a. Unified professional teacher association dues
 - b. Annuity or disability plans
 - c. Any other deductions required by law
2. Deductions may be initiated by submitting to the Clerk the proper authorization signed by each individual wishing to effect said deductions.
3. Requests for deductions for unified professional teacher association dues must be submitted by October 15, as authorized by the teacher. Such authorization will continue for the remainder of the regular school term.
4. The Association agrees to indemnify and hold harmless the school district, the Board, each individual Board member and all administrators against any and all claims, suits or other forms of liability, and all court costs arising out of the provision in this agreement between the parties for Association and M.E.A. dues and fee deductions.
5. Direct deposit of payroll checks shall be made available to all teachers for the regular 20th of the month payrolls for September through May. All payments, such as extra-curricular or other stipends, will be paid by warrants or by direct deposit after obligations are met.
6. A \$425 advance check taken from the teacher's entire contract sum will be issued to teachers at the end the second week of school.

E. ASSOCIATION LEAVE

1. Whenever a teacher is mutually scheduled by the Board or administration and the Association to participate during the duty day on negotiations or grievance proceedings, the teacher shall suffer no loss of pay or other benefits.
2. When a conference, meeting or in-service session is scheduled at the option of the Board or administration during the duty day, the teachers involved shall suffer no loss of pay or other benefits.
3. Teachers elected to serve as delegates to Delegate Assembly and President Assembly may be permitted attendance in performance of their duties by using a personal leave day.
4. Approval for attendance which involves a day of absence from school should be secured at least two (2) weeks in advance from the superintendent.
5. The school district will allow two (2) days each school year for teachers to attend the annual session of the state teachers association.
6. With approval of the Superintendent, teachers may substitute workshops, which are attended on own time, for teacher convention days in October. Teacher will pay all costs. If the said days are not attended, 2 days salary will be deducted from the final paycheck.

F. TEACHER PERSONNEL FILES

1. Teachers shall have the right, upon request, to review the contents of their personnel records.
2. The teacher will be notified of all additions to his/her personnel file with the exception of:
 - a. Items received from or requested by the teacher or items which the teacher has been given a copy.
 - b. Items bearing the teacher's signature.
 - c. Items pertaining to certification, course work or summaries or earned credits.
3. All items in the teacher's file shall be identified as to source.
4. The teacher shall have the right to answer any material filed, and his/her answer shall be reviewed by the superintendent and attached to the file copy.

G. PROTECTION OF TEACHER RIGHTS

1. Any written complaint or criticism concerning a teacher deemed by an administrator to justify investigation or action of any nature shall be brought to the attention of the teacher involved. When deemed appropriate by all parties involved, conferences may be scheduled involving the parties to the conference may, at their option, have representation at any of the above conferences. In no case will a written report be made or will any entry be made in a teacher's personnel file or any disciplinary action be taken as a result of a complaint or criticism until the above procedures have been complied with, it being understood that the superintendent may take such actions as necessary where the health, welfare, or safety of students or other persons may be in jeopardy.
2. The board shall support teachers in the discharge of their duties in accordance with Board policies and state statutes.
3. No teacher shall suffer discrimination in respect to employment in the district based on sex, race, creed, marital status, religious or political activities or lack thereof.
4. Any teacher may be disciplined or reprimanded provided that he/she is given a good reason.

ARTICLE III**AGREEMENT ALL-INCLUSIVE**

This agreement constitutes the full and complete agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, practices or school policies concerning terms and conditions of employment. The Association further recognizes the Board and all the rights and duties provided to the Board by state and federal

law. Nothing in this Agreement shall prohibit the school district from exercising all management rights as listed below:

Public employees and their representatives shall recognize the prerogatives of public employers in their sole discretion to operate and manage their affairs in such areas but not limited to:

1. Direct employees.
2. Select, employee, promote, transfer, assign, retain and dismiss employees so as not to conflict with other provisions in this contract.
3. Relieve employees from duties because of lack of funds or under conditions where continuation of such work to be inefficient and nonproductive.
4. Maintain the efficiency of government operations.
5. Determine the methods, means, job classifications and personnel by which government operations are to be conducted.
6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency.
7. Establish the methods and processes by which work is performed.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS AND INTERPRETATIONS

1. **Grievance:** A “grievance” shall mean an allegation by a teacher, group of teachers, or the Association resulting in a dispute or disagreement between the teacher and the school district as to conditions contained in the Agreement.
2. **Grievant:** A “grievant” is a teacher or group of teachers or the Association filing the grievance.
3. **Representative:** The teacher, administrator, or school district may be represented during any step of the procedure by any person or agent designated by such party to act on his/her behalf.
4. **Extension:** Time limits specified in this Agreement may be extended by mutual agreement.
5. **Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.
6. **Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated

period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday.

7. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally serviced or if it bears a certified postmark of the United States Postal Service within the time period.

B. TIME LIMITATION AND WAIVER

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within thirty (30) days after the date of the first event giving rise to the grievance or within thirty (30) days of the time that the grievant through the use of diligence should have known of the alleged grievance, within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods thereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the school district's designee.

C. ADJUSTMENT OF GRIEVANCE

The school district and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the school district in the following manner:

Level 1. An effort shall first be made to adjust an alleged grievance informally between the teacher and the school district's designee. Within ten (10) days of the event or ten (10) days of the time that the grievant through the use of diligence should have known of the alleged grievance, the employee and the Superintendent or district designee shall meet and discuss it with the objective of resolving the matter informally. The grievant and superintendent shall have five (5) days from such meeting in which to attempt an informal resolution. Level 1 shall not exhaust more than fifteen (15) total days.

Level 2. In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Superintendent of Schools, or his/her designee provided such appeal is made in writing within fifteen (15) days after receipt of the decision in Level 1, and within thirty (30) calendar days of the event or incident or from the date an individual could reasonably become aware of such an incident. If the grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Level 3. If the grievance has not been resolved at Level 2, the grievance may be presented to the Board of Trustees for consideration. The Board or a committee or

representative(s) thereof shall have a maximum of fifteen (15) days in which to meet to hear the grievance from the parties. The response of the Board will be provided to the grievant in writing within fifteen (15) days from the date of the hearing.

D. DENIAL OF GRIEVANCE

Failure by the school district to issue a decision within the time periods provided therein shall constitute a denial of the grievance and the teacher may appeal it to the next level. This shall not negate the obligation of the school district to respond in writing, with reasons for the decision, at each level of the procedure.

E. STEP WAIVER

Provided both parties agree in writing, any level of this grievance procedure may be bypassed and processed at a higher level.

F. BINDING ARBITRATION

If the Association is not satisfied with the disposition of the grievance at Level 3, or if no disposition has been made within the period provided above, the Association may submit the grievance before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Board written notice of its intention to arbitrate within thirty (30) days of the decision at level 3 or within thirty (30) days from the expiration of the time period in level 3 if no decision is rendered. If any question arises as to arbitrability, such question will be ruled upon by the arbitrator selected to hear the dispute, but not prior to hearing the merits of the grievance.

Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, either party may request the Board of Personnel Appeals to submit a list of five names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking two names, one at a time from the list in alternate order. The striker of the first name shall be determined by a flip of a coin, and the name so remaining shall be the arbitrator.

Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.

Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. The decision by the arbitrator in cases properly before him/her

shall be final and binding upon the parties, subject however, to the limitations of arbitration decision as proved by Montana Law.

Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and any other expenses in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, any party, which makes a unilateral request for a recording or transcript, shall pay all costs associated with the request.

Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The arbitrator shall have no authority to modify, add to, or subtract from the terms of this agreement. This arbitration provision is for grievance arbitration only and there shall be no interest arbitration. The arbitrator shall be limited to consideration of violations of specific provisions of this agreement.

Election of Remedies and Waiver: Election of Remedies and Waiver will follow Montana law 39-31-306(5).

ARTICLE V

NO STRIKE CLAUSE

During the term of this Agreement, neither the exclusive representative nor any employee shall engage in a strike, defined as any concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligation of employment.

ARTICLE VI

MEET AND CONFER

Upon written request, representatives of the school district and representatives of the exclusive representative shall meet and confer concerning matters of concern to the parties but which matters are not covered by the Agreement. Each party shall restrict its committee to not more than five representatives for meet and confer meetings. A request for a meet and confer session shall be accompanied by an outline of the subject matters the party requesting the meeting wishes to discuss. The school district shall set the time and provide the facilities for such meetings. The report of and the recommendation of the meet and confer committee, if any, shall be forwarded to the Board of Trustees for its review. Board of Trustees action on such matter, if any, shall become a part of this agreement. Except as otherwise agreed, the school district shall not be required to meet and confer more than four times a year. This will include, but is not limited to:

1. Adequate Materials, Supplies, and Facilities.
2. Teacher Representation on Committee: The Association shall recommend the teacher members. The School Board shall choose members of the School District Committee.
3. Procedure for Determining Curriculum and Instruction: A curriculum study committee shall be established by the parties consisting of two members appointed by the association and two members appointed by the school district.
4. Committee Recommendations: The committee shall study and recommend to the superintendent or the superintendent's designee areas of change to the curriculum. But, nothing in this article shall be construed to limit the school district's right to establish or change the course of study for the Hysham School District at any time.
5. Complaints Regarding Curriculum and Materials: The complaining party and the teacher involved will be strongly encouraged to informally discuss the complaint and resolve the complaint.

If the complaining party and the teacher(s) involved have not arrived at a satisfactory agreement or if the complaining party does not try to informally resolve the complaint, the complaining party may complain to the teacher's immediate supervisor. Within fifteen (15) days from the date of the complaint, the teacher's immediate supervisor shall arrange and hold a meeting between the teacher, the complaining party and the immediate supervisor to resolve the complaint.

If the complaining party is not in agreement with the results of the meeting at the immediate supervisor level, the complaining party can appeal the complaint to the superintendent. Within ten (10) days of the appeal of a complaint, the superintendent shall arrange and hold a meeting between the teacher, the complaining party, the immediate supervisor and the superintendent to resolve the complaint. If the complaining party is not

in agreement with the results of the meeting at the superintendent level, or if the complaint is against the Superintendent or District administrator, the complaining party can appeal the complaint to the Board of Trustees.

At the next scheduled school board meeting the Board of Trustees will review the complaint and receive any statement by any of the teachers, the complaining party, the immediate supervisor and/or the superintendent. The Board in the next month shall render a decision concerning the complaint. The decision of the Board of Trustees is final and binding. The decision of the school board is not subject to the grievance procedure.

ARTICLE VII

TEACHER LEAVES

A. SICK LEAVE

1. At the beginning of each school year, each full-time teacher shall be credited twelve (12) leave days per year. The teachers will draw from their initial 12 days before taking out of their accumulated pool. Teachers who are not full time shall have their leave days pro-rated (i.e. .5 FTE would have six (6) days of leave per year).
2. Any carryover accumulated days may only be used for sick leave; a maximum of twelve (12) days a year are allowed for discretionary use.
3. Unused leave days may accumulate to a maximum of eighty (80) days of sick leave per teacher. Any discretionary leave will be credited to teachers as accumulated sick leave, capped at eighty (80) days.
4. Discretionary leave with pay shall be allowed for personal, spouse, or dependents' personal medical appointments, illness or injury. Discretionary leave may be used for personal business or leave upon prior notification to the Administration (see subsection 10 of this Article).
5. Accumulated sick leave with pay shall be allowed for personal, spouse, or dependents' medical appointments, illness, or injury once discretionary leave has been exhausted. Extenuating circumstances may be considered by the superintendent on a case-by-case basis.
6. Leave allowed shall be deducted from the accrued leave days earned by the teacher.
7. Teacher shall be given a written accounting of accumulated sick leave days by September 20 of each school year.
8. The Board will allocate 50 non-accumulative days of sick leave per school year to a pool. A teacher shall not be eligible to receive pool days until the teacher has incurred two (2) days loss of pay per school year, as a result of exhaustion of accumulated. No teacher may receive more than ten (10) days from the pool during any school year, provided there are enough days in the pool. Pool days will be used for sick leave purposes only.

9. Up to five (5) days leave shall be allowed for death in the teacher's immediate family. The specific amount of leave allowed is subject to the discretion of the superintendent depending on the circumstances. Immediate family is defined as the teacher's spouse, child, parent, brother or sister, grandparents or immediate in-laws.
10. Requests for leaves of absences will be submitted in writing to the superintendent or his or her designee.
11. Leaves for purposes other than illness shall require prior notification of the administration when possible. Application for discretionary leave of more than three (3) consecutive days for purposes other than illness must be submitted to the administration at least five (5) working days prior to the leave, except in the case of emergency. Early notification for scheduled absences is encouraged.
12. After eighty (80) total leave days have been accumulated, a teacher may be reimbursed for up to five (5) days unused discretionary days at the end of the school year at the certified teacher substitution compensation rate.
13. In approving a leave of absence, the school district shall not be required to grant any leave more than nine (9) months in duration or permit the teacher to return to his or her employment prior to the date designated in the approved leave.

B. SEVERANCE BENEFIT

1. Teachers must have fifteen (15) or more years in the district to be eligible for a severance benefit. A teacher who terminates employment with the district is entitled to a lump-sum payment equal to one-fourth of their accumulated sick leave. The pay attributed to the accumulated sick leave must be computed on the basis of the teacher's salary (daily rate) at the time the teacher terminates employment with the district.
2. Teacher retirees who have worked at Hysham School for fifteen (15) years may attend school functions and athletic events in Hysham at no charge.
3. Additionally, the board will pay an end-of-year completion bonus to teachers who fulfill contracts in the amount of \$750.00 at the end of the school year.

C. CIVIC DUTY

A teacher called to appear for legal proceedings before any judicial or administrative tribunal including, but not limited to jury duty, arbitration, negotiation, mediation or fact-finding proceedings, shall not lose compensation for the performance of such obligation with the exception of jury duty which will be paid to the school district.

ARTICLE VIII

HOURS AND CONDITIONS OF EMPLOYMENT

A. DUTY DAY FOR TEACHERS

1. The regular duty day for teachers shall not exceed eight and a quarter (8 1/4) hours per day including the lunch period for not more than 164 contract days.
2. Each full-time teacher in grades K-12 will receive a minimum of 45 minutes per day or 180 minutes per week during a regularly scheduled school week for purposes of planning and preparation. Time periods during modified weeks will be prorated.

B. EVALUATION OF TEACHER PERFORMANCE

1. The parties agree that the primary objective of the program to evaluate teacher performance is to improve the quality of instruction. Further, the parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both non-tenured and tenured teachers.
2. Evaluation of teacher performance shall be done by the Principal or the Superintendent and must be based on his/her own observations. No other personnel or their observations shall be used in this evaluation procedure unless agreed to by the teacher.
3. Each teacher, during the first four (4) weeks of employment each year shall be oriented to the evaluation procedures and criteria upon which he/she will be evaluated, and who may observe and evaluate his/her teaching performance. The evaluation procedure is based on the Montana Office of Public Instruction recommended procedure.
4. At least one pre-observation conference should be held between the evaluator and the teacher, for each Announced Observation, so that the evaluator can be apprised of the teacher's objectives, methods and materials planned for the teaching-learning situation to be evaluated.
5. Each written evaluation of a teacher's performance will be preceded by an observation of a particular teaching period. Each Announced Observation will be for a minimum of twenty-five (25) minutes to a whole class period.
6. Each Announced or Unannounced Observation of a teacher should be followed by a personal conference between the teacher and his/her evaluator for the purpose of discussing the observation.
7. The evaluator shall not unduly interfere with the normal teaching-learning situation process while observing.
8. A copy of the written evaluation of the teacher's performance shall be given to the teacher and a conference held between the teacher and the evaluator within ten (10) school days of the Announced Classroom Observation on which it is based. If the

teacher believes the evaluation is incomplete or inaccurate, he/she may submit his/her objectives in writing which shall be attached to the file copy of the evaluation report.

9. If an evaluator finds a teacher needing additional development and growth, the teacher will be provided the definite, positive recommendations to correct professional difficulties and reasonable time to incorporate the recommended changes.
10. Written evaluations on the performance of teachers will be completed before the end of March and follow the schedule below:
Schedule of formal **Announced** teacher evaluations:
 - a. Non-tenured- two (2) visits annually.
 - b. Tenured- one (1) visit annually.
 - c. Teachers may request additional evaluations.
11. Written evaluations may also be done from Unannounced Observations and from Walk through Observations. These may be done at any time during the school year. The evaluator will have a conference between the teacher and the evaluator, within five (5) school days, over any documented observation done by the evaluator. If the teacher believes the evaluation is incomplete or inaccurate, he/she may submit his/her objections in writing which shall be attached to the file copy of the evaluation report.
12. All evaluations of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar devices shall be strictly prohibited.
13. Nothing in this article shall be construed to prevent a Superintendent or Principal from periodically visiting a classroom, laboratory or teaching period at any time unannounced, and documenting the activities.

C. STUDENT DISCIPLINE

1. The parties recognize that part of the teacher's responsibility is to maintain control and discipline of the students. The Board further recognizes its responsibility to give support to the teacher with respect to the maintenance of control and discipline in the classroom and school in accordance with established Board policies, administrative regulations, and state statutes.
2. The policies and regulations on matters of discipline shall be distributed to the students, teachers and parents each year.

D. SCHOOL CALENDAR

1. The school calendar is set by the Board of Trustees.
2. The proposed calendar will be presented to the teachers for their suggestions prior to the presentation of the calendar to the Board of Trustees by the Superintendent.

3. There shall be no deviation from the first day of school or the last day of school in the school calendar except by mutual agreement of the Board and the Association unless changes are required by an Act of God.

E. IN-SERVICE

1. The in-service program should provide for the needs of teachers at all levels of experience and for implementation of school district programs.
2. All in-service meetings will be held within the teacher's duty day with the exception of parent-teacher conferences. Teacher needs and recommendations shall be solicited prior to the initial planning and will be considered for decision on in-service training.
3. A committee of teachers will be selected by the unit President to meet, plan, and develop PIR days for the District. Final selection of material and/or speaker subject to superintendent approval.
4. All teachers will attend scheduled district PIR sessions (with the October convention day exception noted on page 6, E6, under ASSOCIATION LEAVE).

F. ASSIGNMENTS AND TRANSFERS

1. Teaching assignments, when possible, will be made in the teacher's area of certification and/or major or minor field of study.
2. A change in teaching positions may be requested by the teacher, by the principal, or may be initiated by the Superintendent.
3. Consideration will be given to the teacher's preference for class and/or grade assignment.
4. The teacher's academic work load and class size will be divided equally among the faculty wherever possible.
5. Requests for reassignment of instructional staff which are initiated by the Principal or Superintendent will be communicated with the reasons for the request stated to the persons involved.
6. All teachers recommended for re-hiring will be notified of their grade level or subject area assignment for the next school year by June 1, if possible.

G. EMPLOYMENT STATUS OF TEACHERS

1. Notice of Nonrenewal (Non-tenure). Notice of Nonrenewal (Non-tenure) will follow Montana Law 20-4-206:
(20-4-206. Notification of non-tenure teacher reelection -- acceptance -- termination. (1) The trustees shall provide written notice by June 1 to each non-tenure teacher employed by the district regarding whether the non-tenure teacher has been reelected for the ensuing school fiscal year. A teacher who does not receive written notice of reelection or termination is automatically reelected for the ensuing school fiscal year.
(2) A non-tenure teacher who receives notification of reelection for the ensuing school fiscal year shall provide the trustees with written acceptance of the conditions

of reelection within 20 days after the receipt of the notice of reelection. Failure to notify the trustees within 20 days constitutes conclusive evidence of the non-tenure teacher's non-acceptance of the tendered position.

(3) Subject to the June 1 notice requirements in this section, the trustees may non-renew the employment of a non-tenure teacher at the conclusion of the school fiscal year with or without cause.)

2. Notice of Nonrenewal (Tenure). Every tenured teacher being non-renewed shall be entitled to all rights under the law. The tenure teacher may, within the prescribed time limits, appeal the termination through the grievance procedure.
3. Dismissal (Tenure and Non-tenure). Every teacher being dismissed before the expiration of the individual employment contract shall be entitled to all rights under the law.
4. Notification of Re-election (Tenure and Non-tenure). Notification of re-election for all teachers shall be in accordance with the law.

H. REDUCTION IN FORCE

1. If the Board determines that it is necessary to lay off teachers because of a decrease in and/or loss of funds due to failure of a mill levy or for other reasons, consideration shall be given to the following factors in reducing the number of teachers:
 - a. The needs of the school system to have fully certified teachers, properly endorsed by the State of Montana in all curricular areas, shall be given first consideration in retaining teachers, keeping in mind that combinations of certifications may be necessary.
 - b. Seniority shall be given second consideration in retaining teachers. A teacher with sufficient seniority to remain in the District but whose teaching position is no longer available shall be transferred to an available position for which he/she is properly certified. If possible, the transfer shall be to a position of his/her choice.
2. Definition - Seniority shall be defined as the total length of continuous service with the district. In the event of identical dates of employment, advanced preparation as of the previous November 15 shall have precedence.
3. If the board, within two (2) years thereafter, increases the number of teachers or reinstates the positions so discontinued, the position thereby becoming available, shall be tendered to the teachers laid off, if they are certified with required endorsements to hold such positions. Teachers who have been laid off herein shall be recalled in the inverse order to that in which they were laid off and not be penalized for this action.

ARTICLE IX

SALARY SCHEDULE AND RELATED BENEFITS

A. SALARY SCHEDULE (See attached sheet) During the 2023-24 school year, the base will increase 2.5%

1. Teachers new to the district will no longer start at the third level of experience and will start at the level that reflects actual teaching experience (up to ten [10] years. See Article IX; Section D). Teachers new to the district during the 2019-20 school year will be “grandfathered” in and will not lose a step on the salary matrix.
2. For initial placement of a new teacher on the pay matrix, all approved credits earned after the degree was issued and earned in the teacher’s area of employment will be counted.
3. Any teacher supervising students in the lunchroom or on duty will receive a free lunch.

B. ABOVE SCHEDULE ALLOWANCE FOR EXTRA DUTIES

Extracurricular stipends contracts will be issued in October. Stipend checks shall be issued separately from teachers’ paychecks after the activity is completed.

(Percent of base salary)

Activities Coordinator	9.5
HS Fall Cheerleaders	3.0
HS Winter Cheerleaders	3.0
JH Girls Cheerleaders	1.3
JH Boys Cheerleaders	1.3
Music - Band and Chorus	8.5
Drama	3.0
School Paper	3.0
Yearbook	3.0
Science Fair	3.0
Jr. Class Sponsor	8.5
FFA Advisor	6.0

Extra pay for the above listed advisor positions on the extracurricular pay schedule after five (5) years in the same position as follows:

6 th year:	\$ 25.00
7 th year:	\$ 50.00
8 th year:	\$100.00
9 th year:	\$200.00

C. ABOVE SALARY STIPEND FOR EXTRA DUTIES

(Set dollar amount)

Class sponsors (Grades 7-12 except Jr. Class)	\$100.00
Honor Society	\$100.00
Student Council	\$100.00
Pep Club	\$250.00
Spanish Club	\$100.00
Legislative Trip	\$250.00
Academic Olympics	\$50.00
Concert Classroom Attendees	\$50.00
Professional Development Outside Regular Duties	\$200 for a 6-hour day/ \$100 for a 3-hour day
Detention Monitor	\$25/hour (outside school hours, as needed by superintendent)

D. CREDIT FOR PREVIOUS EXPERIENCE

1. For purpose of placing teachers new to the system on the salary schedule, credit shall be granted on a 1:1 basis for all previous teaching experience up to a maximum of ten (10) years.
2. To be acceptable for credit, all teaching or public school experience shall have been in fully accredited schools.

E. EVIDENCE OF ADDITIONAL PROFESSIONAL PREPARATION

1. Official transcripts of credits for additional professional preparation, if sufficient to advance teacher's preparation status, shall be submitted to the Superintendent not later than September 1 of the school year in which a change is to become effective. When the official transcript is presented, the teacher shall advance to the new preparation level.
2. The credits earned shall be graduate credits or credits approved by the administration, and in the subject area of the teacher's major or minor teaching field, or education courses.
3. A teacher at Hysham Public Schools shall be paid on the Master's degree lane if the Master's degree is in the field of the teacher's assigned duties.

F. PRIOR APPROVAL

All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent in writing prior to taking of the course.

G. REQUEST FOR ADDITIONAL ENDORSEMENT

If the Board should request that a teacher complete further training in a specific area in order to meet the requirements for additional endorsements on his/her teaching certificate, the Board agrees to reimburse the teacher for 50% of the educational expenses required to obtain this endorsement.

H. INSURANCE BENEFITS

The Board shall provide all teachers \$905 per month towards insurance premium and Health Savings Account.

In the event the contract expires, the district's contribution shall remain until a subsequent agreement is reached. This language does not prohibit the union from bargaining a retroactive insurance settlement.

It is understood that the district's only obligation is to purchase insurance policies and pay such amounts as agreed to herein and no claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier. It will be the responsibility of the teacher's association to search for an appropriate health insurance carrier for the group.

Choice of insurance carrier must have mutual agreement of board and certified staff.

Retiree benefits shall remain in effect until August 31 of the year of retirement.

I. PROFESSIONAL ASSOCIATION DUES

The district will pay professional association dues in educational areas that are required for student participation.

J. TEACHER'S CONTRACT

A certified teacher elected to teach in Hysham Public Schools shall enter into a contract with the school district by signing a Teacher's contract which shall specify:

1. Beginning date and duration period of the contract.
2. Annual salary and number of salary payments.
3. Provision that, for each day a teacher teaches, he/she will receive 1/164 of his/her salary.
4. Period of time allowable between issuance and acceptance of contract.
5. That rules and obligation of the parties hereto shall be governed by the laws of the State of Montana and the personnel policies adopted by the Board of Trustees.

K. ASSIGNMENT OF EXTRACURRICULAR DUTIES

The Superintendent or his/her designee may assign the teacher to extracurricular assignments, subject to established compensation for such services, which exceed the teaching or non-teaching services prescribed in the basic contract. Extra assignments associated with additional compensation shall not be construed to be a tenure assignment unless expressly so provided in the individual contract. All extracurricular assignments shall be attached to the teacher's contract by the commencement of the school year.

L. HIRING PROCESS

A maximum of two tenured teachers will be appointed by the unit President to serve in the hiring process of teachers, paraprofessionals, and administration in the district. Final hiring approval rests with the Board.

M. METHOD OF PAYMENT

All employees subject to the salary schedule shall be paid on the basis of an annual salary of either ten (10) or twelve (12) payments at the option of the teacher, payable on the 20th of the month. Regular payrolls are scheduled for the 20th of the month. After the ninth salary payment has been made, the remaining salary payments will be made at the close of the school year within three (3) office working days after all requirements of the teacher have been fulfilled.

N. DEDUCTIONS FOR ABSENCE

All teachers if absent from duty shall receive:

1. Full pay for each day of accumulated sick leave and the additional days granted by the Board.
2. The deduction of 1/164th of the teacher's salary for each day's absence for reasons unauthorized by the Board.
3. Full pay for any period of the school year during which schools are closed for reasons covered by the statutes of Montana.
4. Full pay for absence required by professional duty previously authorized by the Superintendent.

O. MILL LEVY

In the event the mill levy should fail, all salary contracts previously issued may be re-negotiated, if notice is given within ten (10) days of certification of the election.

ARTICLE X

A. EFFECTIVE PERIOD

This agreement will be effective as of July 1, 2023, and shall continue in full force and effect until June 30, 2024.

B. DATE AND SIGNATURES

This agreement is signed this _____ day of _____, _____.

IN WITNESS THEREOF:

For the Treasure County
Education Association

For the Board of Trustees
Hysham Public Schools, Dist. No. 1

X

President, TCEA

X

Chairman, Board of Trustees

X

Chairman of Negotiations, TCEA

X

Chairman of Negotiations

X

Attest: District Clerk