

Tentative Proposal
LEA and Livingston School District

ARTICLE IV – CHANNELS OF COMMUNICATION AND GRIEVANCE

4.2: The school district may be represented during any meeting specific to any step of this procedure by its designated representative. The Teacher may be represented during any meeting specific to any step of this procedure by the Association, The Association shall not assume any responsibility, including any cost, for the grievance.

ARTICLE IX – WORK LOAD AND PREPARATION PERIODS

9.8: CLASS SIZE AND WORKLOAD – The Montana School Accreditation Standards are published in the Administrative Rules of Montana (ARM), Title 10, ~~Chapters 54 and 55-~~ Chapter 55 Section 712 and 713. Language in those administrative rules shall be used as the minimum standards for class size and work load.

~~Workload is defined as: 1) the number of clock hours per week of assigned student responsibility (no more than 28 hours per week) 2) the number of students (no more than 150 assigned students per day) assigned per day for middle and high school teachers excluding study halls, music, physical education, library, and guidance. If the Livingston School District(s) are granted class size or workload deferrals, the standard to be used will be the alternative allowed by the Board of Public Education.~~

- ~~A. Overloads Teacher aides shall be used to relieve classroom overloads until the time in which classroom student overloads exceed 10% of the State accreditation class size standard for the grade level/class. Overloads shall first be equalized throughout the building. Additional class overloads, in excess~~
- ~~B. of 10% in a building, shall then be equalized throughout the district. When the overload percentage (10%) for any grade level/class is exceeded, a new class will be formed to reduce overloaded class sizes.~~

~~Should the state reduce the allowable number of students per classroom from what was allowable in May, 1991,~~

~~No more than 20 students in kindergarten;~~

~~No more than 20 students in grade 1;~~

~~No more than 20 students in grade 2;~~

~~No more than 28 students in grades 3 & 4;~~

~~No more than 30 students in grades 5 through 12;~~

~~The class size limitations listed above shall exclude study halls, music, physical education, library, guidance;~~

~~No more than 150 students assigned a teacher per day in the middle school and the high school excluding study halls, music, physical education, library, and guidance.~~

~~Teacher aides shall be used to relieve classroom overloads until time in which classroom student overloads exceed 15% of state accreditation class size standard for the grade level/class. Overloads shall first be equalized throughout the building. Additional class overloads, in excess of 15% in a building, shall then be equalized throughout the district. When the overload percentage (15%) for any grade level/class is exceeded, a new class will be formed to reduce overloaded class sizes.~~

~~When a one student overload exists in a class in which the state accreditation standard is 28 students or greater, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to a maximum of .5 aide per teacher per day. When a student overload exists, in excess of one student, in a class in which the state accreditation standard is 28 students or greater, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to a maximum of 1 aide per teacher per day.~~

~~When a one student overload exists in a class in which the state accreditation standard is less than 28 students, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to 1 and ½ hours per teacher per day. When a student overload exists, in excess of one student, in a class in which the state accreditation standard is less than 28 students, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to a maximum of .5 aide per teacher per day.~~

~~Any major fraction (.5 or greater) of an allowable (i.e. 10% or 15%) student overload shall be rounded to the next highest whole number. The use of an aide may be waived by the teacher.~~

9.11 & 12 Appendix J – MOU

ARTICLE X – ABOVE SCHEDULE ALLOWANCES FOR CO-CURRICULAR DUTIES

10.2: SCHEDULE - The following schedule states above-schedule pay allowances for performing co-curricular duties. The schedule is based on an index of the BA column of the teacher's salary schedule. Individuals who fill these co-curricular positions will be placed in this column with credit for in-district experience in the same activity and at the same or higher level (e.g., high school experience for high school credit, high school or middle school for middle school credit, etc.). Maximum allowable experience will be ~~seven years~~ **twelve (12) years in-district and nine (9) years out of district only**. The Board reserves the right to place new head coaches as they deem appropriate on the experience column. Actual pay is determined by multiplying the appropriate BA column salary figure by the index. These stipends reflect compensation for time spent in addition to regularly contracted teaching hours. Athletic head coaches and activity advisors will have 20% of their activities stipend withheld pending completion of proper storage and inventory of associated school owned materials. The activities director or appropriate administrator will review and sign off to complete this check out procedure

Extra/Co Curricular Stipends

SGMS Band Director (Incudes 6th – 8th band and Pep Band) 0.085

Baseball Same as Softball 0.100

HOSA 0.040

ARTICLE XI - LEAVE

11.1 B d): Donated Sick Leave – Individual teachers may choose to donate sick leave to fellow teachers within the following guidelines:

- The donation will be made, in writing, through the LEA president and the superintendent, or their designees. Donations will be recorded in the order received. Donations cannot be used for parental leave, unless there is a critical medical need for either the parent and or the child beyond the Parental Leave in Article 11.2 (D)
- ~~Unused donations will be returned to the donor in the reverse order of receipt.~~
- ~~The total number of donated sick leave days that can be used per year (for the entire bargaining unit) is limited to sixty (60) sick days.~~
- ~~Reconciliation of donated, returned, and remaining sick days for all employees will occur, at the latest, by the date of the June issuance of paychecks.~~

11.1 C: Use - Personal Leave

4. Requests for personal leave before or after vacations, including MFPE days and the first and last days of the year, are subject to board approval. Notification (in writing) of the request(s) must be provided to the appropriate school principal and the superintendent for board approval a minimum of 10 working days in advance.

5. In general, notification for personal leave shall be made as far in advance as possible to the building principal. Denial of leave shall be made when an adequate substitute is not available or when there is an unusual number of teacher absences.

11.1 F: – ~~SALARY DEDUCTION~~ LEAVE WITHOUT PAY

Requests for Leave without pay not eligible for FMLA require board approval. Requests must be submitted a minimum of 45 working days prior to the requested leave dates to be placed on a Board of Trustees agenda. The teacher must attend the Board meeting in person to present the request to the Board of Trustees. Approval of Leave Without Pay is not guaranteed and is subject to Board approval. Approved Leave Without Pay may result in an adjustment to the employee’s FTE status, which may affect salary, insurance benefits, retirement contributions, accrued leave, and other employment benefits.

- I. ~~LIMITATIONS~~ ~~Leaves shall be granted only for critical need the day before and the day after any vacation including the first and last day of school and the day before or the day after the MFPE Convention.~~

11.2 D: –PARENTAL LEAVE

1. Purpose

Teachers shall be granted paid parental leave under the terms and conditions outlined herein.

2. Eligibility

Paid parental leave may be utilized by a teacher following the birth of a child, adoption of a child, or placement of a foster child in the teacher's home.

3. Paid Leave Allocation

Eligible teachers shall receive up to twenty (20) paid contract days of parental leave according to the following schedule:

a. Teachers serving under consecutive Livingston Public Schools contracts in years one (1) through three (3) may be granted twenty (20) paid leave days, consisting of:

- The first five (5) days contributed by the Association/Union; and
- Fifteen (15) additional days contributed by the District.

b. Teachers serving under consecutive Livingston Public Schools contracts in years four (4) through six (6) may be granted twenty (20) paid leave days, consisting of:

- The first ten (10) days contributed by the Association/Union; and
- Ten (10) additional days contributed by the District.

c. Teachers serving under consecutive Livingston Public Schools contracts in years seven (7) through nine (9) may be granted twenty (20) paid leave days, consisting of:

- The first fifteen (15) days contributed by the Association/Union; and
- Five (5) additional days contributed by the District.

4. Exclusion

This Article shall not apply to teachers in their tenth (10th) consecutive year of teaching with the District or beyond.

5. Relationship to Other Leave

Paid parental leave under this Article shall only be granted if all other eligible leave has been exhausted.

6. Administration of Leave

The teacher shall provide reasonable notice to the District of the anticipated use of parental leave whenever practicable. Leave under this Article must be used within the school year of the qualifying event unless otherwise approved by the District.

7. Non-Accumulation

Parental leave provided under this Article shall not accumulate from year to year and shall have no cash value upon separation from employment.

8. Spouses/Same Employer

Eligible spouses who work for the same employer are limited to a combined total of 20 days of parental leave within the school year of the qualifying event, if all other leave has been exhausted.

ARTICLE XIV – PROFESSIONAL COMPENSATION

14.1: SALARY SCHEDULE

A. The basic salaries of teachers/specialists covered by this Agreement shall be set forth in Appendix E which is attached to this agreement. The salary schedule is based upon one hundred eighty-seven (187) days or equivalent hours for full time employment.

B. The base salary of the 2026-2027 teacher's salary will increase by 3.5% All rounding will be up and down to the nearest \$1. The base salary of the 2027-2028 teacher's salary will increase by 3.0% All rounding will be up and down to the nearest \$1.

The base salary of the 2028-2029 teacher's salary will increase by 2.5% All rounding will be up and down to the nearest \$1.

14.3 B: COLLEGE COURSE WORK CRITERIA - : Credit on the salary scheduled will be granted for graduate level classes taken after being awarded a teaching degree. ~~in~~ Classes must be in the teacher's area of certification, graduate classes take in enrolled educational Masters or PhD programs, or a new endorsement when the District has hired the teacher into a new position and said teacher is working toward certification.

In addition, continuing education credits that are certifiable through the Montana Office of Public instruction may be used in conjunction with college credits as defined in 14.3 B. 2.

A new hire to the district will be placed on the salary schedule based on years of teaching experience and college credits only. Only continuing education credits earned after employment as a teacher with the Livingston School District will be considered for lane advancement. All Continuing education credits must be dated no earlier than 06-15-2026

1. Credits earned through course work required by the District or State (Office of Public Instruction) to complete an educational endorsement shall be eligible for advancement on the salary schedule.
2. Credits for advancement to the BA + 50 column from the BA + 40 column must be graduate level unless prior approval has been granted by the superintendent. Credits for column advancement up to the BA + 40 column may be a combination of approved continuing education credits not to exceed one half or 5 (five) of the 10 (ten) semester hours needed to move to the next column on the salary schedule. A total of 15 (fifteen) hours of continuing education credits will equal 1 (one) semester hour of credit. A teacher seeking column advancement may use a combination of approved continuing education credits not to exceed one half or 5 (five) of the 10 (ten) semester hours needed to move to the next column on the salary schedule for a maximum of 2 (two) columns during their tenure in the Livingston School District.
3. All 100 and 200 level courses taken to enhance the current teaching position must have prior approval by the superintendent to qualify for movement on the salary schedule.
4. ~~If there is a question of the superintendent's decision concerning the granting of credit on the salary schedule, a committee of four (4) composed of two (2) teachers and two (2) administrators will review the credits to determine whether they will be acceptable. In case the committee ties in its decision, the matter will be referred to the Board.~~

14.4: MASTER'S DEGREE

A. Teachers/specialists who earn a bona fide Master's Degree, ~~or had been granted a Master's equivalence prior to July 1, 1976, shall receive seven hundred dollars (\$700.00)~~ one thousand dollars (\$1,000.00) in addition to the amount of compensation paid on the salary schedule. The Master's Degree stipend will be prorated for teachers/specialists with part time contracts unless a Master's Degree is required for the position by the Office of Public Instruction. All those currently receiving the Master's Stipend will be grandfathered.

B. MA+10. Definition: Personnel moving to the MA+10 column must present evidence of 10 semester credits of graduate work earned after the awarding of the MA. However, if the individual has already earned sufficient acceptable credits for placement in the BA+50 category then placement in that column will be made without requiring added hours beyond the MA.

14.5: DOCTORATE-Teachers/Specialists who earn a bona fide Doctorate, ~~shall receive one thousand dollars (\$1,000.00)~~ one thousand five hundred dollars (\$1,500) in addition to the amount of compensation paid on the salary schedule. The maximum stipend to a teacher/specialist who has earned a bona fide master's degree and a bona fide doctorate degree is ~~one thousand dollars (\$1,000)~~ one thousand five hundred dollars (\$1,500). ~~The doctorate stipend is an additional three hundred dollars (\$300)~~ five hundred dollars (\$500) to the master's stipend. A teacher/specialist is not required to have earned a master's degree in order to qualify for the doctorate stipend. The Doctorate stipend will be prorated for teachers/specialists with part-time contracts.

14.7 : PAY PERIOD - Pay day shall be the first business day of each month. The last pay check at the conclusion of the school year shall not be rendered until authorized by the principal. Beginning with the 2023-2024 school year, all certified employees of the School District will receive monthly payroll via direct deposit.

Teachers will receive their paycheck on the first of each month. If the first (1st) falls on a weekend, payroll checks shall be issued on the preceding Friday. In the event that the first (1st) occurs on a holiday while school is in session, payroll checks will be issued on the preceding final day of school. If the District finds it necessary to change the pay dates, the LEA will be consulted and provide input into the change.

18.1: TERM - This Agreement shall be effective from ~~July 1, 2024 until June 30, 2026~~ July 1, 2026 until June 30, 2029, and shall continue in full force and effect until a new agreement is negotiated. Said agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless the Association or the Board give notice to the other party, not later than December 1, of its desire to reopen certain provisions of this Agreement and/or additions to the Agreement and to negotiate the terms of these provisions. Detailed provisions shall be exchanged by both parties by January 15.

Date Received by
Administrator: _____

LIVINGSTON SCHOOL DISTRICT
CERTIFIED STAFF LEAVE WITHOUT PAY REQUEST
LEA Professional Agreement 11.1 F

Employee Name: _____ Date: _____

School/Department: _____ Position: _____

Phone: _____ Email: _____

DATES OF REQUESTED LEAVE

From: _____ To: _____

Total Number of Work Days Requested: _____

REASON FOR REQUEST

IMPORTANT CONDITIONS OF LEAVE WITHOUT PAY

11.1 F. – LEAVE WITHOUT PAY

Requests for Leave without pay not eligible for FMLA require board approval. Requests must be submitted a minimum of 45 days prior to the requested leave dates to be placed on a Board of Trustees agenda. The teacher must attend the Board meeting in person to present the request to the Board of Trustees. Approval of Leave Without Pay is not guaranteed and is subject to Board approval. Approved Leave Without Pay may result in an adjustment to the employee's

FTE status, which may affect salary, insurance benefits, retirement contributions, accrued leave, and other employment benefits.

Employee Signature: _____ Date: _____

ADMINISTRATIVE REVIEW	
Principal/Supervisor Recommendation: <input type="checkbox"/> Approve <input type="checkbox"/> Deny	
Comments: _____	
Principal/Supervisor Signature: _____	Date: _____
HUMAN RESOURCES REVIEW	
HR Signature: _____	Date: _____
BOARD OF TRUSTEES ACTION	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied Board Meeting Date: _____ Board Chair Signature: _____	

Appendix J – Clarification on 9.11 and 9.12

1. Article 9.11

Additional responsibilities beyond the usual workday will include: one (1) open house per year; parent/teacher conferences; and student study team meetings (SST). Two (2) parent/teacher conferences are considered a part of the 187 days and take place after the 7.5-hour day. Parent/teacher conferences will be traded for calendar days within the school.

2. Article 9.12

Faculty meetings, SST, and IEP meetings outside of contract hours shall not exceed twelve and one-half (12½) hours per year and will be prorated for part-time staff. Any time spent in student-centered meetings beyond the 12½ hours outside of contract hours will be paid at the Type I Curriculum Rate. Teachers will submit timecards to building Administrative Assistants for those additional hours. Sponsorship of student activities will be on a volunteer basis according to a reasonable distribution. The administration and the Association will jointly solicit volunteers for sponsorship of student activities.

This language is a recognition of the many hours teachers (PreK-12) contribute beyond the regular contract hours of 8:00 a.m. to 3:30 p.m. The provision ensures that any time spent in student-centered meetings exceeding the 12½ hours of scheduled meetings will qualify for compensation through the timecard process.

3. Definitions of Meetings That Qualify for Compensation

The following meetings qualify for compensation only when conducted outside of normal contract hours and with administrative approval:

Student Study Team (SST) Meetings: Formal, pre-scheduled meetings involving a parent, teacher(s), administrator, and support personnel (and student when appropriate). Notes are taken, and the purpose is to support student performance through collaborative problem-solving. We are now referring to these meetings as MTSS meetings.

- Multi-Tiered System of Supports (MTSS) Meetings: Pre-scheduled team meetings that include administrators, teachers, and support staff to address academic, behavioral, or social-emotional support systems.
- Individualized Education Program (IEP) Meetings: Any formal IEP meeting or status meeting involving the IEP team (administrator, case manager, teacher, parent, student, etc.) to discuss the development or of an IEP.
- Section 504 Meetings: Meetings to develop, review, or revise a student's 504 Plan as required by law.
- Winan's Advisory Committee Meetings: Originally intended UNDER Section 2.7, but no longer meets all of those requirements and will be compensated for time outside the contract beyond 12.5 hours.

- Staff Meetings Beyond 12½ Hours: Any required faculty, SST, IEP, or 504 meeting time that exceeds the 12½-hour annual limit shall be compensable at the Type I Curriculum Rate.

4. Meetings and Activities Not Covered by 9.11 and 9.12

- Open House
- Parent/Teacher Conferences
- Individual Parent/Teacher Meetings and/or Phone Calls
- Professional Development Committee
- Calendar/Innovative Committee
- Culture Committee Meetings
- PTO/Booster Meetings
- Additional Parent Engagement Nights NOT Listed Above (reimbursed by peach timecard immediately after the event)
- Student Study Team (SST) Meetings WITHOUT administration organization, attendance and/or input