

Livingston Education Association Professional Agreement



*Professional Agreement Between the
Board of Trustees of School District
No. 4 & 1 and the Livingston
Education Association, Livingston,
Montana.*

2024-2026

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AGREEMENT-

This Agreement entered into this 6th day of June, 2024, by and between the Board of Trustees, School District Nos. 1 & 4, Livingston, Montana, hereinafter called the “Board” and the Livingston Education Association, hereinafter called the “Association”. The Livingston Education Association is a unit of the Montana Federation of Public Employees (MFPE).

ARTICLE I—RECOGNITION

- 1.1 **RECOGNITION** - The Board hereby recognizes the Association as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment covered under state and federal law for all staff members in the appropriate unit.
- 1.2 **DEFINITION** - Unless otherwise indicated, the term “teacher”, when used in this Agreement, shall refer to professional employee licensed or certificated in Class 1, 2, 4, or 5 as provided in Section 20-4-106 M.C.A., 1983, when such person is under contract to the Livingston School District No. 1 and 4 hereinafter called the “District”, in a position requiring such certification or licensing. Unless otherwise indicated, the term “staff member”, when used in this Agreement, shall refer to teachers as defined above employed by the District.

ARTICLE II—ASSOCIATION AND STAFF MEMBERS RIGHTS

- 2.1 **RIGHT TO ORGANIZE** - The Board agrees that the individual staff members shall have full freedom of association, self-organization, and the designation of representatives of his/her own choosing, to negotiate the terms and conditions of his/her employment, and that he/she shall be free from interference, restraint, or coercion by the Board, or its agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- 2.2 **MEET AND CONFER** - Upon request, the Board and Association shall meet and confer within ten (10) calendar days after receipt of a request, to discuss educational policies and those matters which are not included under terms and conditions of employment.
- 2.3 **INFORMATION** - The Board agrees to furnish the Association upon request non- confidential informational materials. The Association agrees to pay costs of duplicating materials.
- 2.4 **ASSOCIATION BUSINESS** - Representatives of the Association and its affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.

2.5 ASSOCIATION LEAVE - The Board shall grant leave with pay to Association representatives for Association business during the school year. The Association shall provide for the substitute(s). The aggregate number of days allowed under this section shall not exceed forty (40) days per year, nor shall any individual be granted more than ten (10) days per year Association Leave.

2.6 STAFF MEMBER RIGHTS - The rights granted to staff members hereunder shall be deemed to be in addition to those provided elsewhere.

2.7 STAFF MEMBER COMMUNICATION COMMITTEE – A staff member communication committee shall be elected by the Association in each building and shall be used to discuss mutual school problems with the principal in an advisory capacity. The committee and principal shall meet and confer upon request by either party.

2.8 JUST CAUSE - No staff member shall be reduced in rank or compensation, discharged, or deprived of any professional advantage without just cause. Nothing in this article shall apply to retention or non-retention in co-curricular duties and other nonteaching assignments, except for the school nurse assignment, nor the renewal or non-renewal of non-tenured teacher contracts.

2.9 STAFF MEMBER PROTECTION - The Board shall provide professional liability coverage for every staff member under the District's blanket liability insurance program.

2.10 REDUCTION IN TEACHING FORCE - In the event of change in the student population or other conditions necessitating a reduction in the number of teachers employed by the Board those with the least amount of service will be dismissed first.

- A. The length of service will be from the date the contract was signed by the teacher.
- B. The contract date which controls length of service shall be the earliest contract beginning a period of continuous employment.
- C. A teacher with sufficient seniority to remain in the school system but whose teaching position is no longer available, shall be transferred to an available position for which he/she is certified, provided such a position exists at the time.
- D. When there is an increase in teaching positions due to reinstatement of discontinued positions or through natural attrition within two (2) years of the effect of such lay-off, the terminated persons with the greatest seniority shall be offered reemployment. Such recalled teacher must be certified with required endorsements to hold such positions.
- E. The reinstated teacher shall not lose credit of any kind for previous years of service and future seniority shall be calculated from the date of initial employment in the District, but shall not include seniority for years not employed by the District by reason of reduction in

force.

- F. Non-Tenured (probationary) teachers do not gain seniority. Accordingly, amount of service is not a factor in offers of re-employment to non-tenured teachers. When a teacher hired before April 11, 2016 becomes tenured, seniority is established and dates back to the signing date of the teacher's first contract with the district. When a teacher hired after April 11, 2016, becomes tenured seniority is established and dates back to the signing of the teacher's Official Hire Notice with the District.
- G. The seniority status of tenured teachers remains unchanged by the addition of language in E and F above.

2.11 PUBLIC OFFICE - The Board shall guarantee that teachers who serve in public office can do so without curtailment of tenure or retirement or seniority rights, but such service shall not increase seniority or salary schedule placement (including annual increments) for the time of such service if such service constitutes more than half of the contract year.

ARTICLE III—RIGHTS OF THE BOARD

- 3.1 The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law

ARTICLE IV—CHANNELS OF COMMUNICATION AND GRIEVANCE PROCEDURE

- 4. DEFINITION - A grievance shall mean an allegation by a staff member(s), or the Association resulting in a dispute or disagreement between the staff member(s) and the school district as to the interpretation or application of terms and conditions contained in this agreement. Alleged violations of other conditions of employment not outlined in this agreement may be resolved through the District Uniform Complaint Procedure (Board Policy 1700) or applicable board policy.

- 4.2 REPRESENTATION- The School District may be represented during any step of this procedure by its designated representative. The Teacher may be represented during any step of the procedure by the Association. In the event a Teacher does not desire representation by the Association, or the Association does not process the grievance, the Association shall not assume any responsibility, including any cost, for the grievance. However, in such case, the individual grievant (s) shall be responsible for the appropriate share of the expenses.

- 4.3 ADJUSTMENT OF GRIEVANCE, TIME LIMITATION, AND WAIVER – The parties 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: If a grievant believes there has been a grievance, he/she shall discuss the matter with the responsible Administrator in an attempt to arrive at a satisfactory solution. If the grievance is not resolved as a result of this meeting, the grievance shall be reduced to writing, setting forth the facts and the specific provisions of the Agreement allegedly violated, and the particular relief sought. An alleged

grievance must be presented in writing to the responsible Administrator and the Association within twenty (20) working days of learning of the occurrence of the event.

- A. LEVEL I – The written grievance, signed by the grievant involved must be presented to the responsible Administrator within the time limits provided in Section 5.4. The responsible Administrator shall meet with the grievant within seven (7) working days after receipt of the written grievance and give written answer to the grievance within five (5) working days of the meeting. The grievant has five (5) working days in which to either accept the answer or appeal it in writing to the next level.
- B. LEVEL II – If the grievance has not been resolved in Level I, it may then be processed to Level II by presenting the written grievance to the Superintendent. The Superintendent or a designee shall meet within ten (10) working days after the receipt of the written appeal to discuss the problem with the grievant. Within seven (7) working days of the meeting the Superintendent or a designee shall submit his written answer to the grievant.
- C. LEVEL III – If the grievance remains unresolved at the conclusion of Level II, it may be submitted for binding arbitration at the discretion of the Association provide written notice of the request for submission to binding arbitration is delivered to the Superintendent's Office within ten (10) working days after the date of the receipt of the decision at Level II.
- D. PROCESS OF ARBITRATION – If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit, within three (3) days to both parties, a list of five (5) names. Within five (5) calendar days of receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, and the name so remaining shall be the arbitrator. Within twenty (20) calendar days of the appointment by the Board of Personnel Appeals, the arbitrator shall make an award.
- E. FINAL DECISION – Rules and procedures governing the hearing shall be fixed by the arbitrator and the award, when signed by the arbitrator, shall be final and binding and may be enforced in a court of competent jurisdiction.
- F. IMPACT ON THIS AGREEMENT – The arbitrator shall have no power to add to, subtract from or alter or vary in any way, the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The Board and the aggrieved party shall not be permitted to assert in such arbitration proceeding any ground or to reply on any evidence not previously disclosed to the other party.
- G. FEES FOR ARBITRATION – The fees and expenses of the arbitrator and other costs of the arbitration shall be shared jointly and equally between the Board and the aggrieved party or by the Association if it represents said party. Neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to share the cost of such record shall be deemed a waiver of the party's right to access the records.

- 4.3 GRIEVANCE MEETING TIMES – Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the workday persons required to participate in the hearing shall be excused without loss of pay or other benefits.
- 4.4 REPRISALS - No reprisals of any kind shall be taken by the Board or the school administration against any staff member because of his/her participation in this grievance

procedure.

- 4.5 GRIEVANCE FILES - All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4.6 FUTURE GRIEVANCE – All documents, communications and records shall be deemed to be an acceptance of the decision previously made and shall constitute a waiver of any future appeal through the grievance procedure concerning the particular grievance.
- 4.7 RESOLUTION – Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
- 4.8 ELECTION OF REMEDIES AND WAIVER – A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE V—STAFF EVALUATION

- 5.1 EVALUATION PURPOSE - The purpose of staff member evaluation is to improve professional performance of staff members.
- 5.2 PRIOR NOTICE OF EVALUATION - All staff members upon being employed shall be thoroughly advised as to the evaluation procedures and which are provided for by this agreement. By August 15th LEA Leadership will meet with Administration to determine an agreed upon formal evaluation tool.
- 5.3 AREAS OF EVALUATION - Teachers shall not be evaluated in teaching areas for which they do not possess certificate endorsement.
- 5.4 CONDITIONS OF EVALUATION - In evaluating a teacher, due consideration shall be given to class size, ability level of students and physical distractions as they would affect teaching performance. All evaluation of the staff member's activities shall be conducted openly and with the staff member's full knowledge and awareness.
- 5.5 DEFINITIONS:

- A. Informal Observation: Any non-scheduled visit or observation by the evaluator to a classroom, instructional or performance activity. If the evaluator has a concern with any observation, then a post-observation conference shall be scheduled and completed within

ten working days.

B. Formal Observation: An observation by an evaluator that has been prescheduled **by** the evaluator and the teacher. This includes a pre-observation conference, a scheduled announced observation, for at least one full lesson/period, and a post-observation conference between the evaluator and the teacher. The post-observation conference will occur within ten (10) working days of the formal observation.

C. Written summary/rubric: A written summary based upon at least one formal observation and one informal observation. The evaluation may include all aspects of employee performance. This written summary with rubric shall be discussed with the teacher and signed by the teacher and the evaluator with a copy to the teacher and a copy to the teacher's personnel file. (See 5.8)

D. Pre-observation conference: This conference is held so that the evaluator can be apprised of the teacher's planning, preparation, instruction, professional responsibilities and classroom environment. Teacher reflection and teacher input in professional accomplishments in the domain of professional responsibilities are incorporated in the pre-observation conference.

E. Post-observation conference: At the post-evaluation conference, the teacher and evaluator reflects upon the observation, discusses student work and learning outcomes and how this could guide future teaching practice. The post-observation conference is documented by a written summary signed by the teacher and the evaluator.

F. Evaluator: For evaluation purposes, each teacher will have a consistent administrator per building designated as the evaluator during a school year. Administrators who share teachers across buildings should arrange to co-evaluate or at least have input into the formal evaluation.

5.6 EVALUATION PROCEDURE FOR TENURED TEACHERS:

At least one formal, written narrative evaluation shall be made for all tenured teachers at least every third year of employment. The observations included in each evaluation may be conducted any time in the three-year period. In the intervening years evaluations are not conducted, it is understood by the administration and teacher that their performance is at a satisfactory level. All evaluations must be submitted to the Superintendent prior to June 1.

5.7 Non-Tenured Teachers Success and Nonrenewal - The district, in partnership with the LEA, will work toward the success of all non-tenure teachers. The following support shall be given:

A. EVALUATION PROCEDURE FOR NON-TENURED TEACHERS -

The teacher will receive at least two formal and at least one informal observation from administration. Following at least two each of the formal observations, administration will give formal evaluations with timely verbal and written feedback within ten (10) working

days to the teacher. At least one of these evaluations will take place by December 1st. A teacher's second formal evaluation will take place by March 15th. These evaluations must be submitted to the Superintendent prior to June 1. These formal evaluations will be made part of the teacher's permanent file.

- B. The non-tenure teachers will receive support from a mentor, grade/subject team members, and offered appropriate professional development opportunities.
- C. Non-tenure teachers may request additional support which targets any growth needs.
- D. The district will follow the steps of Montana State Law for non-renewal.

5.8 POST-EVALUATION CONFERENCES - The evaluator shall hold a conference with the teacher within ten (10) working days following an observation. A copy of the report will be provided to the teacher. Teacher and evaluator dialogue and teacher self-reflection is a part of the evaluation process. Each teacher will be provided definite, positive assistance to correct professional difficulties and time to incorporate the recommended changes. On the evaluation rubric checklist, items rated below proficiency for tenured teachers must be discussed in the evaluation narrative. On the evaluation instrument checklist, items rated unsatisfactory may result in a Plan of Improvement.

5.9 PLAN OF IMPROVEMENT-Tenured teachers shall be afforded all protection and rights as guaranteed under Montana School Law. No tenured teacher shall be terminated without cause.

- A. Administrators who observe unsatisfactory performance of a tenured teacher must initiate an evaluation within the school year in which the performance occurred and must provide the teacher an opportunity to improve their performance.
- B. Should deficiencies be observed in the instructional performance of a teacher, the immediate supervisor/evaluator shall provide the teacher with specific, reasonable, written recommendations for improvement and with definite, positive assistance including time during the school day, material resources, and/or consultant services to implement the recommendations. The plan for the improvement of professional performance shall begin as soon as practical.
- C. Should a member of the bargaining unit be subjected to termination proceedings, said member shall have an election of remedies; that is, the member shall be able to choose whether or not to submit the matter to the grievance procedure specified in this Agreement, or to exercise his or her rights under Montana Law. Said member shall notify the Board of such an election within three (3) working days after the notice of termination has been received.

5.10 OPEN PERSONNEL FILES - Evaluation reports to be placed in the staff member's permanent file shall be discussed between the staff member and the evaluator and shall be signed by the staff member to signify his/her notification that the item will be placed in the file. The staff member shall be provided the opportunity to write a rebuttal to the evaluator's conclusion to be attached to the evaluation report. Each staff member shall have the right, upon request, to review the contents of his/her personnel file. All items

relating to an individual staff member shall be kept in a single official file except as otherwise provided in this Agreement. A representative of the Association, at the staff member's request, may accompany the staff member in the review.

5.11 REBUTTAL TO COMPLAINTS IN STAFF MEMBER FILES - Any complaints regarding a staff member made to any member of the administration by any parent, student or other person which may be used in any manner in evaluating a staff member shall be promptly investigated and called to the attention of the staff member within ten (10) school days. The staff member shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such a complaint. No material derogatory to a staff member's conduct, service, character, or personality shall be placed in the file unless the staff member has had an opportunity to read the material and respond accordingly. All such derogatory material will be kept in a separate file whose contents may be transferred to the staff member's personnel file along with the staff member's responses and record of any action taken after the staff member has had ten (10) calendar days to respond. The ten day period shall commence upon the staff member's receipt of written notice from the Superintendent.

(Date and Clause for Evaluation Rubric)

ARTICLE VI—SCHOOL CALENDAR

- 6.1 CALENDAR** - The school calendar, as set forth in Appendix B, shall be established by the Board after reviewing prospective calendars submitted to the Board by a joint committee made up of representatives from the administration and the Association.
- 6.2 CALENDAR CHANGE** - There shall be no deviation or change in the school calendar except by mutual agreement of the Board and the Association.

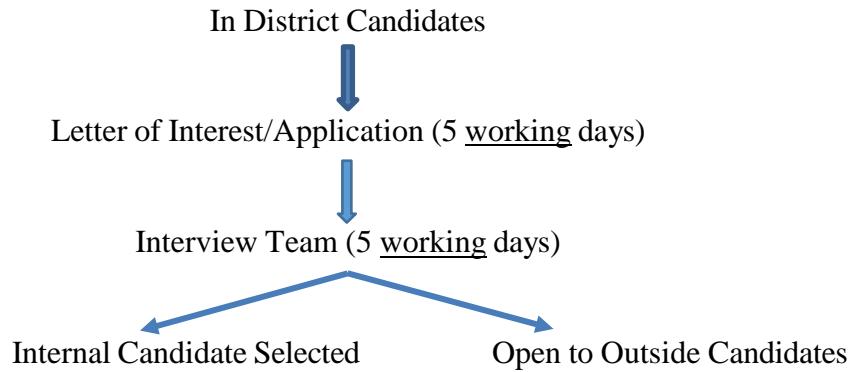
ARTICLE VII—PROMOTIONS, VACANCIES, REASSIGNMENTS, AND TRANSFERS

Vacancy/Job Opening



Posted – Internally/Externally





7.1 VACANCIES - The Board desires that the best qualified persons available be employed to fill vacancies. Prior teaching experience is highly desirable but not mandatory. A vacancy is defined as a position resulting from retirements, a resignation, death, non-renewal of a non-tenured teacher, a temporary assignment- or a newly created position.

7.2 INFORMATION - Information regarding vacancy shall be publicized internally and externally simultaneously to the staff by notifying the LEA President for dissemination.

7.3 APPLICATION - - Once a job vacancy has been posted on the District website and notice given to the LEA President, Internal candidates have 5 working days to submit a letter of interest and completed application (appendix E) to the District office and appropriate building administrator. Internal candidates will be interviewed by the committee stipulated by 7.3C prior to that committee considering external candidates.

A. Information

1. Information regarding vacancy shall be publicized internally and externally simultaneously to the staff by email and District website.
2. A qualified internal candidate meets all of the following requirements:
 - a. A teacher who has had an evaluation, by administration, in their original position.
 - b. A teacher who has received a non-renewal letter is not considered an internal candidate
 - c. A teacher who is NOT currently on a documented plan of improvement

B. Voluntary transfers shall be granted on the basis of experience, qualifications, and seniority of the applicant. Voluntary transfers shall be based on the process described in 7.3C. Reverse seniority shall be the criterion for involuntary transfer among persons with the same certification endorsement or license when unilateral decisions on transfers are made. When there is more than one internal candidate

applying for the position, appendix F should be used. If there is only one internal candidate, it may be determined by the interview team to extend their search externally to outside candidates.

C. Process – Persons interested in a voluntary transfer into a position which becomes open due to filling a vacancy (7.1) or to the Superintendent initiating a transfer process (7.4) will be asked to submit a transfer application (appendix E) along with a letter of interest to the School District Office and building principal where the opening occurs. The interview team shall consist of four members unless otherwise agreed to by both parties. The principal shall convene (within 5 working days of the closing for internal applications) and lead an interview team comprised of the administrator, two teachers selected by LEA , and an additional participant designated by the administrator. A standard process shall be used for all transfer applications. When an interview team has not been put into place prior to the end of five (5) working days after the closing of applications to internal candidates, the applicant with the most seniority in the district shall be transferred into the open position for which the applicant has applied.

1. Interview team will follow the process defined in appendix G.
2. Appendix F will be used when there is more than one internal candidate applying.
3. The team will make a recommendation to the superintendent based on the applicant's total rubric score. The total rubric score will be determined by averaging each interview team member's scores after review of transfer applicants and interviews for transfer placement has occurred.
4. In the event the committee fails to reach at least a majority decision (3 – 1) or if it is determined by the committee that they would like to extend their search externally, the interviews will be opened to outside candidates. If external interviews are conducted, internal candidates will be given the opportunity to be re-interviewed through the standard interviewing procedures along with external applicants. While the members of the interview committee may be different individuals from the first interview team, the composition balance is the same (7.3C). All internal and external candidates will be scored equitably by the same interview team.

D. Appeal – The interviewee may petition an ad hoc committee within two working days following notice if they believe the process in C above has not

been followed. An ad hoc committee comprised of the superintendent, the LEA president or designee, and a trustee shall be convened to hear an appeal. All transfer applications, interview questions, and scoring rubrics shall be made available to the ad hoc committee upon request. The teacher shall request a meeting with the superintendent to clarify the process before the ad hoc committee is convened. The ad hoc committee will determine the legitimacy of the transfer decision, and will either affirm the decision of the transfer interview team or remand it back for reconsideration. The majority vote of the ad hoc committee regarding transfer decisions shall be final.

7.4 INVOLUNTARY TRANSFERS - When transfers between buildings and changes in teaching discipline are necessitated by sound educational practice for the welfare of students, the Superintendent shall make such assignments and reassignments as are, in his professional judgment, necessary to secure the highest efficiency of the entire staff. Reverse seniority shall be the criterion for involuntary transfer among persons with the same certification endorsement or license. If the Superintendent has a compelling reason not to use reverse seniority then, the Superintendent will meet with the principal of the receiving building, the LEA president (or appointed representative) and present the reasons for the consideration. If three of the four agree with the reasons and advantages of the move, the placement/reassignment will be made. If a change of the assignment is contemplated for the following school year, staff members affected will be notified of their future assignment by June 1st. Exceptions to this practice will be made in case of unforeseen circumstances.

- A. **Reassignment Within Schools** - in settings where individual class sections are offered, principals may make reassignments as deemed necessary to meet schedule demands and population shifts. In these situations, certification/endorsements and seniority should be considered in creating an equitable workload.
- B. In schools where grade levels are the primary assignment, principals may make recommendations to the superintendent for reassignments. These decisions should be made based on sound educational practice and for the welfare of students. Prior to final decisions, the superintendent will give opportunity to those who may be affected to give input.
- C. Should a teacher have issue with a proposed reassignment he/she may follow the Uniform Complaint Procedure (policy #1700).
- D. When the students, teacher and the district can benefit from the involuntary transfer of a teacher currently on a documented plan of improvement, the Superintendent may make such transfer. The plan of improvement will be facilitated by the building principal and will be in place for one semester before an involuntary transfer may be considered. When the building principal determines adequate progress has not occurred, involuntary transfer may be considered.

7.5 ASSIGNMENTS- In the event that there is a compelling reason to consider a reassignment placement prior to a declaration of a vacancy, the superintendent will meet with the principal of the receiving building, the LEA president (or appointed representative) and the LEA building representative (or appointed representative) and present the reasons for the consideration. If three of the four agree with the reasons and advantages of the move, the placement/ reassignment will be made. If a change of assignment is contemplated for the following school year, staff members affected will be notified of their future assignment by June 1st. Exceptions to this practice may be made in case of unforeseen contingencies.

ARTICLE VIII—PROCEDURE FOR RECOMMENDING CURRICULUM AND INSTRUCTION REVISIONS

- 8.1 CURRICULUM COMMITTEE** - A continuing curriculum study committee shall be responsible for research, study and planning in regard to anticipated changes in curriculum. The committee shall make recommendations to the Association membership and to the Superintendent on revisions in curriculum and instruction.
- 8.2 COMPLAINTS RE: CURRICULUM AND MATERIALS** - Any specific written and signed complaint from any source about curriculum, any book or teaching materials shall be directed to this curriculum committee for evaluation. The report of the committee, including any recommendations, shall be submitted to the Superintendent for their consideration.
- 8.3 COMMITTEE STRUCTURE** - The structure of the continuing curriculum study committee shall be subject to the mutual approval of the Board and the Association. This committee shall not be limited to Association members.

ARTICLE IX—WORK LOAD AND PREPARATION PERIODS

- 9.1 PREPARATION PERIOD** –A teacher shall not be compelled to prepare another teacher’s instruction or assessment. Compensation will be given proportionately if a teaching assignment extends into preparation time. If at any time a teacher volunteers to cover another teacher’s instruction during their own preparation period, they will be compensated at the Type II instructional rate of pay.
- 9.2** All PreK-5 teachers in the system shall have, during the time in which students are attending school, minimum preparation time equivalent to an average of fifty (50) minutes daily. For teachers that work in multiple buildings PreK-12, travel time will not count as prep time. Teachers serving in positions who serve in more than one school where preparation time is different, the preparation time will be reflected proportionate to assignment. When temporary schedule changes occur, teachers shall have a minimum of forty (40) minutes preparation time on any given pupil instruction day. The average of fifty (50) minutes daily is based on five (5) consecutive pupil instruction days.

9.3 All Middle School teachers in the system shall have, during the time in which students are attending school a minimum preparation time equivalent to fifty (50) minutes daily. Teachers currently employed as of 5-6-2016 will be grandfathered as to the building they were originally hired in regards to preparation time.

9.4 The normal work load for a teacher in the high school shall be five (5) classes daily in classroom instruction or supervision of groups of pupils. Exceptions may be in those areas which are presently exceeding this limitation.

9.5 **DUTIES** - Consistent with this agreement:

- A. The instructional duties and/or the responsibilities of any position in the District held by a person(s) covered by this agreement during the work day, shall be assigned by the school district.
- B. The instructional duties and/or responsibilities of any teacher shall not be increased without prior agreement.
- C. Any additional non-instructional duties and/or responsibilities during the work day with students will be assigned to the teachers normally assigned to instruct the students on a reasonable distribution.

9.6 **Playground and Recess Supervision**

If it is determined by the building principal that additional supervision is needed in the school building during the student recesses and school bus loading, PreK-5 teachers in that building, who agree, will be placed on a rotational supervision schedule.

If a particular building in need of supervision during the student recesses and school bus loading is unable to fill a voluntary rotational supervision schedule, all PreK-5 teachers in that building, will be placed on a rotational supervision schedule. A teacher may not be required to perform supervision duties if another teacher agrees to perform said duties for that teacher. Any teacher agreeing to such supervision duties will be compensated for their time for supervision at the Type I curriculum wage.

9.7 **SCHOOL DAY** - The usual work day for persons covered by this agreement shall be seven and one half (7 ½) consecutive hours, including at least thirty (30) minutes duty free lunch. The District shall determine the time staff members report for work.

9.8 **DUTY-FREE LUNCH** - A duty-free uninterrupted lunch period equal to the student lunch period shall be provided for all staff members. The duty-free period is tied to the student lunch period for teachers in grades 6-12. However, PreK-5 teachers are granted a 60 minute duty-free lunch even if the Prek-5 student lunch periods are reduced to a time period less than 60 minutes.

A. **PreK-5 TEACHERS** –

1. If it is determined by the building principal that additional supervision is needed in the school building during the student lunch time, PreK-5 teachers in that building, who agree, will be placed on a rotational supervision schedule. The time for supervision shall not be more than 30 minutes of their duty-free lunch. Any teacher agreeing to such

supervision duties will be compensated for their time for supervision at the Type I curriculum wage.

2. If a particular building in need of supervision during the student lunch time is unable to fill a voluntary rotational supervision schedule, all PreK-5 teachers in that building, will be placed on a rotational supervision schedule. The time for supervision shall not be more than 30 minutes of their duty-free lunch. All teachers performing such supervision duties shall be compensated at the Curriculum Rate Type I. A teacher may not be required to perform supervision duties if another teacher agrees to perform said duties for that teacher.

9.6 REPORT WORK - Every attempt shall be made by the principal to keep detail and report work of teachers to a minimum so that their maximum effort may be spent on improvement of instruction.

9.7 CLASS SCHEDULING - The principal shall seek the input of the teacher(s) before preparing class schedule and assignments. The starting, ending and length of the student day, the length, number and scheduling of class periods shall be determined by the school district. The school district will make the final decision.

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.

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 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,

1. No more than 20 students in kindergarten;
2. No more than 20 students in grade 1;
3. No more than 20 students in grade 2;
4. No more than 28 students in grades 3 & 4;
5. No more than 30 students in grades 5 through 12;
6. The class size limitations listed above shall exclude study halls, music, physical education, library, guidance;

7. 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.

B. Teacher aides - Aides may be used to supervise playground, cafeteria, school bus, and school bus loading, and to assist in libraries.

C. High School Study Hall Aides - Aides may be used to supervise high school study hall(s). If high school certificated staff members are placed on “reduction in force”, study hall aides may be replaced by teachers, upon mutual agreement between the association and the district. Elimination of high school positions by attrition alone does not restrict the use of study hall aides.

9.9 STUDENT TEACHER LIMITATIONS - Every effort shall be made to avoid the assignment of more than one student teacher to the same supervising teacher during a single school year.

9.10 STUDENT TEACHER ACCEPTANCE - No teacher shall be required to accept a student teacher.

9.11 ADDITIONAL RESPONSIBILITIES - 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 year.

9.12 Faculty meetings, SST, and IEP meetings outside of contract hours shall not exceed twelve and one half (12 ½) hours per year and will be prorated for part time staff. Any time spent in student centered meetings beyond the 12 ½ hours outside of contract hours will be paid at the Type I curriculum rate. Teachers will submit time cards 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.

9.13 **JOB SHARING** - The Association and the District recognize that at certain points in a career some teachers might prefer to work in a part-time position rather than full-time, due to family commitments or other factors. In order to retain highly qualified teachers while meeting the needs of students within a school's educational program, District policy outlines the process for job sharing.

9.14 Professional Development Committee - Continuing professional development committee made up of two LEA members per building, chosen by the LEA Leadership, and district representation shall be responsible for research, study and planning in regard to professional development, which enhances teacher effectiveness and student outcomes. The committee shall make recommendations to the yearly professional development schedule.

ARTICLE X—ABOVE-SCHEDULE ALLOWANCES FOR CO-CURRICULAR DUTIES

10.1 **CONTRACT** - Prior to the end of the current school year co-curricular contracts will be issued. Co-curricular personnel will be rehired unless notified otherwise by the end of the current school year.

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 in-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

Activity	Additional Notes
All Club supervision	0.015
Band Middle School	0.020
Choral Middle School	0.020
Coaches 7 th & 8 th Grade	0.065
Drama Middle School	0.020
Elementary Extracurricular/activity	0.020
Annual High School	0.057
Band Director High School	0.133
Assistant Band Director High School	0.079
BPA	0.040
Cheerleaders High School	0.087
Choral High School	0.079
Competitive Drama	0.079
Cross Country, Golf, Softball and Tennis Varsity Head Coaches	0.100
DECA	0.040
FFA	0.065
FCCLA	0.040
Football, Basketball, Wrestling, Volleyball, Soccer and Track Varsity Head Coaches,	0.130
MUN	.015
Newspaper High School	0.057
Play Productions/play (2)	0.050
Peer Tutoring Coordinators (2 positions)	0.12 (.03 per quarter – each position)
Speech & Debate High School	0.079
Student Council	0.040
TNT	.040
TNT Assistant	.015
Varsity Assistant Coaches	0.087
Skills USA/Technology Student Association	0.040

ARTICLE XI—LEAVE

11.0 Leave days shall be non-cumulative from year to year except as specifically provided otherwise in this Article.

11.1 Sick Leave

- A. Availability - Teachers/specialists (hereafter referred to as staff members) will have available beginning on the first day of school, ten (10) sick leave days and three (3) personal leave days. The days may be taken in half day increments and in no case may the two parts exceed the number of periods of the number of hours in the normal work day.
- B. Use – Sick Leave
 - a. Sick Leave will be used in the normal manner up to the 10th day. After the 10th day, accumulated sick leave days are used for the current year. Any unused sick leave days will automatically be applied toward the staff member's accumulated sick leave up to a total accumulation of 170 days.
 - b. Using an exchange rate of four (4) sick leave days for one (1) personal leave day, any staff member who has accumulated 170 sick leave days may exchange for a maximum of two (2) personal leave days in a given year. Any staff member who has accumulated 60 sick leave days may exchange for a maximum of one (1) personal leave day in any given year.
 - c. At the beginning of the school year staff members will receive \$100.00 for each whole sick leave day over the allowed accumulated number added to their last paycheck. This bonus money shall not be considered as part of the staff member's last year teaching salary under the early retirement bonus.
 - d. Donated Sick Leave – Individual teachers may choose to donate sick leave to fellow teachers within the following guidelines:
 - Donations will occur in response to a specific employee need.
 - The maximum donation by any individual teacher is five (5) sick days per year.
 - The donating teacher must retain a minimum of ten (10) sick days
 - 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.
 - Unused donations will be returned to the

donor in the reverse order of receipt.

- Donors will remain anonymous.
- Requests for donations will be made in writing and coordinated through the LEA president and the superintendent, or their designees. Those individuals will decide whether or not to support the request.
- The employee in need shall have exhausted all other leave options.
- Recipients of donated leave shall be limited to no more than twenty (20) days of donated leave per individual year.
- While utilizing donated sick leave, employees may not receive any additional compensation from the district except for health and life insurance benefits.
- 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.

C.– Personal Leave

1. The purpose for the use of personal leave days is the choice of the staff member.
2. Unused personal leave days can be applied to the staff member’s accumulated sick leave to the maximum of 170 days, or to the staff member’s personal leave bank which at no time can exceed eight (8) days, including the three (3) days provided to the staff member at the beginning of the year. Any personal leave beyond the accumulated eight (8) days allowable per year shall be automatically rolled into the teacher’s sick leave bank.

3. For those who have accumulated days in the personal leave bank, or who choose to exchange sick days for personal days, no more than five personal days can be taken in any given year. A request to take more than three (3) consecutive personal days must be provided to the appropriate school principal a minimum of 45 calendar days in advance.

4. Requests for personal leave before or after vacations, including MFPE days and the first and last days of the year, will be reviewed by a panel comprised of the school principals. Such requests must be provided to the appropriate school principal 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/specialist absences.

D. Resignation from the Livingston School District shall result in forfeiture of all accumulated sick leave for teachers with 9 or less years of experience. Teachers with 10 to 50 years of experience teaching in an accredited school requiring a state issued teaching license shall have a buyback option of their accumulated sick leave, up to 159 days, at 1/187th of their current salary upon termination, based on the following schedule.

Any teacher going from full time employment to less than full time employment shall maintain his/her highest salaried level attained during full time employment for determining sick leave buyback compensation; for a period not to exceed five (5) consecutive years.

For Example: A teacher with 22 years of experience and a current salary of \$54,000 and 160 accumulated sick leave days would receive \$11,448; calculated as follows:

$$\$54,000 / 187 = \$288.77 \text{ and } (\$288.77 * .25 * 159) = \$11,448$$

<i>Tier 1</i>	<i>10 to 24 Years</i>	<i>25%</i>
<i>Tier 2</i>	<i>25 to 35 Years</i>	<i>35%</i>
<i>Tier 3</i>	<i>36 to 55 Years</i>	<i>45%</i>

This sick leave buyback will only occur with an individual employee's forfeiture of the early retirement bonus described in Article 12.2. Formal notification, in writing, to the Superintendent must be provided no later than the last business day

on or before February 1st of the year of retirement. Formal notification of resignation, in writing, must be submitted to the Superintendent no later than April 1st of the year of resignation, to be eligible for sick leave buy back.

- E. PREGNANCY – A pregnancy or related disability shall be treated as a temporary disability with all accumulated sick leave privileges available to the teacher/specialist until such time as the female employees is certified by her physician as capable of performing her teaching/specialist duties.
- F. SALARY DEDUCTION - Salary deduction resulting from more than the allowable discretionary leave shall be made at the rate of 1/187 of the teacher's/specialist's salary for each day of absence.
- G. ACCUMULATION - Teachers/specialists shall be given a written accounting of accumulated sick leave days by September 15 of each school year.
- H. INJURY - When accumulated sick leave has been depleted due to injury incurred in the course of employment, the Board may be petitioned to grant additional days during the term of such injury. Pay received from Workman's Compensation shall be turned over to the District.
- 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 EMERGENCY LEAVE - Teachers/specialists employed in Livingston Schools shall be granted the following emergency leave benefits and privileges:

- A. CRITICAL ILLNESS - When the absence of a teacher/specialist is caused by critical illness in his/her or his/her spouse's family, five (5) days absence shall be allowed per year without loss of salary or utilization of personal sick leave. This leave shall be allowed at the discretion of the Superintendent. Any time over five (5) days allowed shall be counted as sick leave.
- B. FAMILY DEATH - When the absence of a teacher/specialist is caused by death in his/her or his/her spouse's immediate family, leave of absence without loss of salary or utilization of sick leave shall be granted not to exceed five (5) total school days. School day absence beyond this leave shall be counted as sick leave with permission of the Superintendent.
- C. DEFINITION OF FAMILY - Immediate family (individual's or spouse's) shall include grandparents, parents, foster parents, spouses, children, siblings, brothers- and sisters-in-law, mothers-and fathers-in-law, sons-and daughters-in-law, and grandchildren.

- D. FUNERALS - Teachers/specialists, shall be granted one-half (1/2) day in town or one (1) day out of town with pay for funerals (pallbearers, etc.) at the discretion of the Superintendent.
- E. WEATHER EMERGENCY LEAVE - Each teacher/specialist shall be eligible for weather emergency leave in cases when weather conditions make it impossible for the teacher/specialist to report for duty. The teacher/specialist will be responsible for paying the substitute. This leave is subject to verification at the discretion of the Superintendent.

11.3 JUDICIAL DUTY - A teacher/specialist subpoenaed for legal proceedings before any judicial, quasi-judicial or administrative tribunal or called for jury duty shall not lose compensation for the performance of such obligation. Pay received for such appearances shall be turned over to the District. This section shall not preclude teachers/specialists from appearing before any local administrative or fact-finding panel because of action resulting from terms of this Agreement.

11.4 SABBATICAL LEAVE - Teachers/specialists employed in Livingston Schools shall be accorded the following sabbatical leave benefits and privileges:

- A. Purpose - Sabbatical leave shall be granted for the purpose of full-time professional study, travel, research, work experience or other professional activity with Board approval.
- B. Service - Sabbatical leave shall be granted only after seven (7) years of service in the system.
- C. Stipend - The stipend for Sabbatical Leave shall be fifty percent (50%) of Step 8, with seven (7) years experience on the salary schedule according to the successful applicant's credit column. The stipend shall be paid upon return of the teacher/specialist to the school system.
- D. Number Granted - Leave shall be limited to one (1) teacher/specialist per year.
- E. Tenure - The teacher taking Sabbatical Leave shall retain all tenure rights.
- F. Experience - Time spent on Sabbatical shall be counted in lieu of teaching/specialist experience, and upon return the teacher/specialist shall benefit from all salary increases regardless of the number of horizontal movements on the salary schedule.

- G. Benefits - Social Security and retirement benefits shall continue to be in effect during the period of the leave on the amount of the stipend only.
- H. Insurance - After consultation with the insurance company the teacher/specialist shall have the option of retaining the Health Insurance Plan for himself and his family by assuming monthly payments of the entire premium.
- I. Sick Leave - Accumulated sick leave accrued by the staff member shall be retained.
- J. Position - A teacher/specialist returning from Sabbatical Leave shall be restored to his/her teacher/specialist position.
- K. Applications - Applications for sabbatical leave shall be in letter form, addressed to the Superintendent, setting forth the purpose of the leave and detailing the techniques or programs for fulfilling the stated goals.
- L. Deadline - Deadline for application shall be February 1 of each year.
- M. Selection Committee - All applications for Sabbatical Leave shall be screened by a committee consisting of three (3) teachers/specialists appointed by the LEA and three (3) administrators appointed by the Superintendent. This committee shall be responsible for reviewing all applications and interviewing each applicant individually. The committee will make written evaluations to the Superintendent as to the relative merit of each applicant's proposal. The Superintendent will utilize these evaluations in developing recommendations to the Board relative to the granting of a Sabbatical Leave.

11.5 PROFESSIONAL MEETINGS, CONFERENCES AND CONVENTIONS

- A. BOARD INTENT - It is the intent of the Board to encourage training and activities which will increase the efficiency of school personnel. This includes attendance at various professional conventions, committee meetings, institutes and workshops, and visitation to other schools upon Board approval.
- B. SUBSTITUTES - Substitutes will be employed for teachers/specialists who attend state, regional or national professional organization meetings. Attendance at such meetings must be authorized in advance by the Administration

and the Board.

- C. **VOUCHERS** - Claims must be itemized and vouchers attached for accounting purposes when expenses are to be paid by the Board.
- D. **STATE REPRESENTATIVE ASSEMBLY** - Substitutes for representatives to the State Representative Assembly of specialist organizations shall be provided for by the Association.

11.6 EXTENDED LEAVE OF ABSENCE

- A. **APPLICATION** - Tenured teachers may make application to the Board for up to one year extended leave of absence without pay. Deadline for application shall be February 1 of each year.
- B. **TENURE RIGHTS** - Status of teachers on extended leave in regard to placement on the salary schedule, seniority rights, and other factors related to the length of service is not to be reduced because of absence, nor will extended leave time be counted toward increased seniority. A teacher who teaches in an accredited school district as part of an exchange program during extended leave will be granted credit for that service on the salary schedule only up to Salary Step 8 (7 years of service) if such leave constitutes at least 135 days of a contract year. College credits which are completed during said leave will be credited for advancement on the salary schedule consistent with the limitations as set forth in Article XVI, Section 14.3A and other provisions of the written agreement.
- C. **RETURN** - A teacher on approved leave is entitled to return to a position in the district—if available, to his or her former position, or if unavailable, to a substantially equivalent position.
- D. **INSURANCE** - A teacher on approved leave may continue his or her insurance under the District's insurance policies by paying the full premium.
- E. **SICK LEAVE** - Any unused sick leave accrued by the teacher prior to extended leave shall be retained by the teacher.

11.7 Forms to be used in the administration of leaves will be provided by the administration. The Association will be granted input on any proposed changes in leave forms. All forms will be consistent with provisions of the Professional Agreement.

ARTICLE XII—FRINGE BENEFITS

12.1 HEALTH INSURANCE

A. Payment—

1. The District shall pay \$1067 per month in the 2024- 2025 school year toward an employee's health insurance premium, plus \$2 per month premium for an additional \$10,000 life insurance policy. If the plan(s) offered include a High Deductible Health Plan (HDHP) that qualifies for a Health Savings Account (HSA), and when the single person premium is less than \$1067, the District will contribute such difference to the individual employee's HSA. Incidental HSA administrative fees charged by the administering financial institution will be borne by the employee.
2. Following the 2024-2025 school year the District's monthly contribution for each eligible employee shall increase above the prior school year's monthly contribution by an amount equal to fifty percent (50%) of the average premium of the health insurance plan options offered by the District's health insurance company. Representatives from the District and the LEA will meet annually to be informed on any change before new election forms are sent to employees. For example if the District's monthly contribution for each eligible employee is \$670.00 and the monthly premiums for all plan options increase the following year to \$700.00, \$725.00 and \$750.00, the District's monthly contribution for the following year will increase to \$697.50 based on the following calculation:
(\$700 + \$725 + \$750) ÷ 3 = \$725
\$725 - \$670 = \$55
\$55 ÷ 2 = \$27.50
\$670 + \$27.50 = \$697.50
3. For staff members who are greater than half time and less than full time, the District shall pay the prorated (on the basis of full time) hospital and medical insurance premium. Staff members, who are less than half-time are not qualified to participate in the hospital and medical insurance program. In cases in which both husband and wife are covered by this contract, they may elect to have dependents covered in lieu of coverage for one staff member. In the event either husband and/or wife have prorated benefits, the cost of any combined

coverage shall not exceed the sum of the individual benefits. Health insurance benefits are limited to the payment of hospital and medical insurance premiums to the mutually agreed upon company.

B. COMPANY - The insurance company shall be mutually agreeable to the Board and the Association.

C. The group dental insurance plan will be made available.

D. DEFINITIONS

1. Full time staff

a) Minimum of 187 contract days and 7 ½ hours per day, including at least thirty (30) minute duty free lunch.

2. Half time staff

a) Minimum of 187 contract days and an average of 3 ¾ hours per day or minimum of 93 ½ contract days and 7 ½ hours per day, including at least thirty (30) minute duty free lunch.

12.2 RETIREMENT BONUS

A. STIPULATIONS-After twenty-five (25) years of teaching experience with an accredited elementary or secondary school with a minimum of ten (10) years' experience in the district, a teacher/specialist shall be eligible for a Retirement Bonus. This payment shall be based on the following percentages of the contract salary for the highest compensated teaching year. Any teacher going from full time employment to less than full time employment shall maintain his/her highest salaried level attained during full time employment for determining the Retirement Bonus; for a period not to exceed five (5) consecutive years.

<u>YEARS OF EXPERIENCE</u>	<u>PERCENTAGE</u>
25 to 35	35%
36 to 60	27.5%

B. RETIREMENT-In order to receive this retirement bonus pay, the teacher/specialist must meet the above requirements and be retiring from the teaching/specialist profession. Formal notification, in writing, to the Superintendent must be provided no later than the last business day on or before February 1st of the year of retirement.

C. PAYMENT-The bonus will be paid in a lump sum on the first working day in July immediately following the teacher's actual retirement or on the first working day in January of the following year at the option of the retiree.

12.3 ATHLETIC PASSES - Free athletic passes shall be issued to certificated personnel and their spouses.

12.4 FLEXIBLE BENEFIT PLAN - The Board has established a flexible benefit plan based on IRC Section 125 to pay eligible non-reimbursable health costs, dependent care costs, and premiums. The plan will be administered by a mutually agreeable disinterested third party, and the District shall pay the sum of \$5.25 a month for participating employees to administer their individual accounts. Participation will be voluntary.

ARTICLE XIII—UNION DUES AND PAYROLL DEDUCTIONS

13.1 PAYROLL DEDUCTION - The Association, as exclusive representative of the bargaining unit, shall represent all unit members fairly. No employee shall be required to join the Association, but membership shall be made available to all who apply, consistent with the Association Constitution and policies.

The Board agrees to deduct in 9 or 10 equal installments from the salaries of all staff members such monies for annual unified membership in the National Education Association, MFPE and the Livingston Education Association as said staff members individually authorize the Board to deduct as provided by law. Authorization for dues deduction will be made by individual employees on a form provided by the Association. Once the form is signed, if an employee desires to withdraw dues authorization, drop union membership, they may do so only during the union withdrawal period by following MFPE policy. The Association will inform the District when such changes take place. Deductions for staff members who submit their authorizations to the Board after October 1 shall be prorated so that the full amount authorized is deducted, in equal payments, by the end of the school year.

- A. The Board agrees to deduct from the salaries of the Association members such Association dues as determined by the Association. The Association will certify to the District the current rate of membership dues per pay period. Those amounts and any changes shall be provided to the District by the Association.
- B. The district shall remit deducted monies to the designated Association treasurer along with accounting of individual dues deductions, and with records of any corrections directly after each pay period.

13.2 NOTIFICATION AND TRANSMITTAL OF MONIES -

- A. The Association will certify to the Board, in writing, the current rate of annual unified membership dues.
- B. By October 1 of each year, the Livingston Education Association will provide the Board with a list of those employees who have authorized the Board to deduct annual unified membership dues. The Board will notify LEA promptly of any

changes in the list.

- C. All dues deduction schedules, together with records of any corrections or changes, shall be transmitted to the appropriate office of the Livingston Education Association on a monthly basis and no later than ten (10) days following the actual deduction.
- D. All remaining unpaid dues shall be deducted from the final paycheck of a person leaving the employment of the school district before the end of the school year.
- E. Said monies, together with records of any corrections, shall be transmitted to the Executive Secretary of the LEA on a monthly basis.

13.2 OTHER PAYROLL DEDUCTIONS - Upon appropriate written authorization from the staff member, the Board shall deduct from the salary of any staff member and make appropriate remittances for tax sheltered annuities and health insurance. The number of vendors authorized to receive deducted remittances for tax sheltered annuities under this provision shall be limited to the number presently in existence (9).

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 2024-2025 teacher's salary will increase by 3%. All rounding will be up and down to the nearest \$1. Negotiations to determine changes to the 2025-2026 teacher's salary will begin no later than May 1st, 2025 unless mutually agreed by both parties to extend the deadline.

14.2 EXPERIENCE CREDIT

All staff members shall be given credit on the salary schedule for their years of outside teaching/nursing experience in any school district in the State of Montana or other teaching/nursing experience in a school district accredited by a recognized accrediting agency up to a maximum of nine (9) years. No other types of experience will be granted except at the discretion of the Board.

14.3 SCHEDULE ADVANCEMENT

- A. **SCHEDULE ADVANCEMENT** - Movement on the salary schedule shall be limited to only one (1) column lateral movement and to only one (1) step advancement on the experience level of the salary schedule per year.

Exception shall be granted when credits are earned under sabbatical leave. Movement on the salary schedule laterally to Masters column shall be allowed upon completion of a verified Masters degree.

B. COLLEGE COURSE WORK CRITERIA - Credit on the salary schedule will be granted for classes taken in the teachers' area of certification, graduate classes taken 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

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.
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.

14.3 COLLEGE CREDITS

A. CREDITS EARNED DEADLINE - Credits for advancement on the salary schedule may be earned until the end of summer school preceding the beginning of the school year. Teachers/specialists must notify, through submission of the lane change form to the superintendent's office in writing of their intention to advance by April 1. The form is posted on the school district website.

B. ADDITIONAL CREDITS - Documentation of additional professional preparation, if sufficient to advance the teacher's/specialist's preparation status, shall be submitted to the Superintendent. This documentation, in the form of an official transcript, sent directly from the college or university, must be filed with the superintendent's office not

later than sixty (60) days after the beginning of the school year.

C. Failure to comply with provisions 14.4 A and 14.4 B will result in no salary increase until the following contract year.

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) 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) 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). The doctorate stipend is an additional three hundred dollars (\$300) 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.

14.6 National Board Certification

The District shall pay a teacher/specialist an annual stipend of 5% of the base teacher salary per year for a District approved National Board Certification. The stipend shall be paid the month following documentation stating receipt of certification. The following District criteria must be met for a teacher/specialist to be eligible for the annual stipend:

- a) The field of certification must be approved by the District.
- b) Expiration of certification shall result in the cancelation of the stipend.

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.

14.8 NUMBER OF PAYMENTS - Each certificated employee shall notify the District Clerk in writing on a form provided by the clerk at the beginning of the school year as to whether his/her salary shall be paid in ten (10) or twelve (12) equal payments. The end-of-year lump sum payment for teachers who opt for salary being paid in twelve (12) equal payments will be issued to the teacher within one (1) week from the last day of school.

14.9 MILEAGE ALLOWANCE - Staff Members required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car allowance as set by Board policy.

14.10 OTHER WAGES AND COMPENSATION
The district shall pay a teacher/specialist the following rate for hourly work beyond that delineated in the professional agreement:

Type I: Curriculum Wages: such as curriculum work, special meetings or work requested by the building principal or district. Type I wages shall be paid when such work or time regularly exceeds the normal work day as defined in Article IX or additional responsibilities defined in Article 9.11. Type I pay will be \$21 (twenty one dollars) per hour.

Type II: Instructional Wages: such as mentoring or instructional practices. Type II Pay will be \$27 (twenty seven dollars) per hour. Curriculum and Instructional wages shall be fixed at the above listed amounts through the 2025 - 2026 school year. This may be negotiated for the year(s) following 2025-2026.

14.12 INCENTING INNOVATION OF IMPROVING RETENTION OF HIGH QUALITY EDUCATORS

Stipends will be made available ranging from \$500 to \$2500 to teachers (members of LEA) who innovate and create conditions that impact the lives of students socially and academically. The total amount available/budgeted for each school year will be determined by September 1st. The School board/administration will notify LEA after September 1st regarding the total amount available/budgeted for the stipends. Monies could be used for salary, supplies, student/staff travel etc. that best align with the intent to incent innovation and retain high quality educators. A team of two LEA members and two administrators will review all applications and inform candidates with regard to the success of their proposal. The deadlines to submit proposals each school

year are September 30th and January 31st.

ARTICLE XV - REQUIREMENTS PRIOR TO CONTRACTING SERVICES

- 15.1 The Employer shall make every effort to retain the employees covered by this Agreement and shall not make arrangements to contract with any outside entity for any services ordinarily rendered by said employees which would jeopardize their continued employment with the Livingston Public Schools, without disclosure to the LEA sufficiently in advance to accommodate discussion between the parties of the contemplated action.
- 15.2 The District shall not enter into any such contract for services unless it can be proven that said contract would result in increased efficiency of operations. Such proof shall include but not be limited to obtaining the same services for less cost or additional services for the same cost.
- 15.3 Full financial disclosure of the costs and services of the district program as well as the costs, services, and savings to the District for the contracting of services shall be provided to the LEA no less than six months prior to the starting date of the contract or the date of the termination of District employees due to said contract, whichever shall occur first.

ARTICLE XVI—INDIVIDUAL CONTRACT OF EMPLOYMENT

- 16.1 INDIVIDUAL CONTRACT - The adopted teacher's contract (Appendix C) shall be used in the employment of teachers in the Livingston School System.
- 16.1 RESIGNATION - Resignations to take effect other than the end of the school term will be out of order except by mutual agreement. When a contract has been terminated by mutual agreement, the Board shall be obligated to pay that portion of the salary provided in this contract that has been earned up to and including that last day of service. (Earned teacher/specialist salary shall mean the total days of service under this contract as related to one hundred eighty-seven (187) days.)
- 16.2 BREACH OF CONTRACT - When a contract is terminated by unilateral action of the staff member, the annual salary will be prorated on a per diem basis for the actual time of his or her service.
- 16.4 EXTENDED CONTRACT - Teachers/specialists employed for a period longer than the regular school year shall be paid one/one hundred eighty-seventh (1/187) of their regular salary (exclusive of co-curricular pay) for each additional day worked. Extended contracts shall be limited to the house building instructor, the Vo-Ag

instructor and such other teachers/specialists as the Board may ask to extend their contract year.

ARTICLE XVII—EFFECT OF AGREEMENT

17.1 CHANGES - During its term this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

17.2 SAVINGS CLAUSE - If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

17.3 POSTING OF CONTRACT – The Board shall maintain the current version on the Livingston School District website.

17.4 POWER OF AGREEMENT - Any individual contract between the Board and an individual staff member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

17.5 NONDISCRIMINATION CLAUSE - It is the policy of this school district to insure that all staff members and applicants for employment are treated equally without regard to their race, color, religion, national origin, age, marital status, ancestry, receipt of public assistance, political beliefs, physical or mental handicaps, ex-offender status, or sex; unless age, sex, ex-offender status and/or physical or mental handicap relates to a bona fide occupational requirement.

ARTICLE XVIII—DURATION OF AGREEMENT

18.1 TERM - This Agreement shall be effective from July 1, 2024 until June 30, 2026, 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.

18.2 DATE OF SIGNING - This Agreement signed this _____ IN WITNESS THEREOF:

For the Livingston Education Association:	
	Susan Martenson, President Tara Livermore, President
	Kate Lende, Secretary
For the Board of Trustees School District #4&1:	
	Dan Vermillion , Board Chair
	Peter Grady, District Clerk

APPENDIX A

GRIEVANCE REPORT FORM

Aggrieved Person _____ Date Filed _____

School _____ Teaching Assignment _____

1. Date Cause of Grievance Occurred _____

2. Description of Grievance _____

3. Action Requested or Relief Sought (Attach additional sheets if needed) _____

4. Reference the specific terms and conditions contained in the Professional Agreement being grieved.

Signature of Aggrieved _____ Date _____ and/or Signature of Association _____ Date _____

LEVEL I

1. Decision of Principal or Immediate Supervisor _____

Signature of Principal or Supervisor _____ Date _____

2. Aggrieved Person's Response _____

Signature of Aggrieved _____ Date _____ and/or Signature of Association _____ Date _____

LEVEL II or III

1. Date Received by Superintendent (Board) _____

2. Decision of Superintendent (Board) _____

Signature of Superintendent (Board) _____ Date _____

3. Aggrieved Person's Response _____

Signature of Aggrieved _____ Date _____ and/or Signature of Association _____ Date _____

APPENDIX B

LPS Pk-5 | 2024-2025 |

AUGUST '24						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	PIR	PIR	21	22	23	24
25	26	27	28	29	30	31

21 – Winans, East Side,
6th and 9th grade
orientation

22 – First day all students

PI 8

FEBRUARY '25						
S	M	T	W	Th	F	S
					1	
2	3	4	5	6	PD	8
9	10	11	12	13	14	15
16	17	18	19	20	NS	22
23	24	25	26	27	28	29

17 Presidents' Day

PI 18

SEPTEMBER '24						
S	M	T	W	Th	F	S
1	H	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	PIR	21
22	23	24	25	26	27	28
29	30					

2 Labor Day

PI 19

MARCH '25						
S	M	T	W	Th	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	V	V	V	V	V	22
23	24	25	26	27	28	29
30	31					

17 Presidents' Day
20 Good Friday
Easter Sunday

PI 16

OCTOBER '24						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	MEA	MEA	19
20	21	22	23	24	25	26
27	28	29	30	31		

14 Columbus Day
31 Halloween

PI 21

APRIL '25						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	H	19
20	H	22	23	24	25	26
27	28	29	30			

18 Good Friday
Easter Sunday

PI 19

NOVEMBER '24						
S	M	T	W	Th	F	S
					NS	2
3	4	5	6	7	FD	9
10	11	12	13	14	15	16
17	18	19	PDT	21	22	23
24	25	26	FD	H	H	30

11 Veterans Day
28 Thanksgiving Day

PI 16

MAY '25						
S	M	T	W	Th	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	NS	24
25	H	27	28	29	30	31

11 Mother's Day
Memorial's Day

PI 19

DECEMBER '24						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	V	H	H	H	V	28
29	V	V				

25 Christmas Day

PI 15

JUNE '25						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

15 Father's Day

PI 5

JANUARY '25						
S	M	T	W	Th	F	S
			H	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

01 New Year's Day
20 M.L. King Day

PI 20

First/last day with all students
No school students or staff
Holiday/Vacation
Academic quarter
Teacher PIR/PD, students not in attendance

Qtr 1-Oct 24

Qtr 2-Jan 9

Qtr 3 – Mar 27

Qtr 4 – June 6

PI 175.5; PIR/PD 11.5; total 187

LPS SGMS | 2024-2025



AUGUST '24

S	M	T	W	Th	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

21 – Winans, East Side,
6th and 9th grade
orientation
22 – First day all students

PI 8

FEBRUARY '25

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	NS	22
23	24	25	26	27	28	

17 Presidents' Day

PI 18

SEPTEMBER '24

S	M	T	W	Th	F	S
1	H	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 Labor Day

PI 19

MARCH '25

S	M	T	W	Th	F	S
						1
2	3	4	5	PC/ PD	7	8
9	10	11	12	13	14	15
16	V	V	V	V	V	22
23	24	25	26	27	28	29
30	31					

18 Good Friday
20 Easter Sunday

PI 15

OCTOBER '24

S	M	T	W	Th	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	MEA	MEA	19
20	21	22	23	24	25	26
27	28	29	30	31		

14 Columbus Day
31 Halloween

PI 21

APRIL '25

S	M	T	W	Th	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	H	19
20	H	22	23	24	25	26
27	28	29	30			

18 Good Friday
20 Easter Sunday

PI 18

NOVEMBER '24

S	M	T	W	Th	F	S
				NS	2	
3	4	5	6	PC/ PD	8	9
10	11	12	13	14	15	16
17	18	19	PDT	21	22	23
24	25	26	PDT	H	H	30

11 Veterans Day
28 Thanksgiving Day

PI 16

MAY '25

S	M	T	W	Th	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	NS	24
25	H	27	28	29	30	31

11 Mother's Day
26 Memorial's Day

PI 19

DECEMBER '24

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	V	H	H	H	V	28
29	V	V				30

25 Christmas Day

PI 15

JUNE '25

S	M	T	W	Th	F	S
GRD	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

15 Father's Day

PI 5

JANUARY '25

S	M	T	W	Th	F	S
			H	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

01 New Year's Day
20 M.L. King Day

PI 20

First/last day with all students

No school students or staff

Holiday

Academic quarter

Parent Teacher Conferences,

during a 2 week span

Teacher PIR/PD,
students not in attendance

Qtr 1

Qtr 2

Qtr 3

Qtr 4

Student Day 808 - 328

Teacher Day 800 - 330

PI 173.5; PIR/PD 13.5; total 187

LPS | 2024-2025 CALENDAR PHS

AUGUST '24						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	PIR	PIR	9th	FD	23	24
25	26	27	28	29	30	31

19/20 PIR- No School
 21 9th grade orientation
 22 First day all students

 8 PI

FEBRUARY '25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	PIR	8
9	10	11	12	13	PI/A	15
16	17	18	19	20	NS	22
23	24	25	26	27	28	

07 PIR-No School
 14 Gold Ranger Friday
 21 No School

 17 PI

SEPTEMBER '24						
S	M	T	W	Th	F	S
1	H	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	PD	21
22	23	24	25	26	PD/A	28
29	30					

02 Labor Day
 20 PD-No school
 27 Gold Ranger Friday

 18 PI

MARCH '25						
S	M	T	W	Th	F	S
						1
2	3	4	5	PC	PD/A	8
9	10	11	12	13	14	15
16	V	V	V	V	V	22
23	24	25	26	Q3	28	29
30	31					

04 Parent/Student/Teacher Conferences
 07 Gold Ranger Friday
 17-21 Spring Break
 27 End of Quarter 3

 15 PI

OCTOBER '24						
S	M	T	W	Th	F	S
			1	2	3	4
6	7	8	9	10	PD/A	12
13	14	15	16	MEA	MEA	19
20	21	22	23	Q1	25	26
27	28	29	30	31		

11 Gold Ranger Friday
 17/18 PIR-No School
 24 End of Quarter 1

 20 PI

NOVEMBER '24						
S	M	T	W	Th	F	S
					NS	2
3	4	5	6	PC	PD	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	V	H	H	30

01 No School
 07 Parent/Student/Teacher Conferences
 08 PD- No School
 27-29 Thanksgiving Break

 16 PI

MAY '25						
S	M	T	W	Th	F	S
						1
4	5	6	7	8	9	10
11	12	13	14	15	PD/A	17
18	19	20	21	22	NS	24
25	H	27	28	29	30	31

16 Gold Ranger Friday
 23 No School
 26 Memorial Day

 19 PI

DECEMBER '24						
S	M	T	W	Th	F	S
1	2	3	4	5	PD/A	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	V	H	H	H	V	28
29	V	V				

06 Gold Ranger Friday
 23-01 Winter Break

 14 PI

JUNE '25						
S	M	T	W	Th	F	S
GRD	2	3	4	5	LD	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

01 Graduation
 06 Last Day of School

 5 PI

JANUARY '25						
S	M	T	W	Th	F	S
			H	2	3	4
5	6	7	8	Q2	PIR	11
12	13	14	15	16	17	18
19	V	21	22	23	24	25
26	27	28	29	30	31	

01 New Year's Day
 09 End of Quarter 2
 10 PIR-No School
 20 M.L. King Day

 20 PI

JULY '25						
S	M	T	W	Th	F	S
						1
4	5	6	7	8	9	10
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Q1= 41 days
 Q2= 41 days
 Q3= 44 days
 Q4= 44 days

APPENDIX C

INDIVIDUAL TEACHER'S CONTRACT

This agreement, made and entered into XX day of XXXXX 20XX, between Livingston School District #4 and #1, Park County, Montana, hereinafter referred to as the School District, and «FirstName» «LastName» hereinafter referred to as the teacher, WITNESSETH:

(1) That said School District hereby agrees to employ the said teacher to teach, within his or her areas of certificate endorsement, or to render related professional services, as and where assigned by the Board of Trustees of the Livingston Public Schools for the school year 2022-2023 a period of «instdays» teaching days (including «pirdays» pupil-instruction related days exclusive of legal holidays and vacations).

(2) That the said School District shall pay to the above named teacher the sum of «contractamt» Dollars in professional compensation payable in installments, the installments to be paid on such days of each month as are designated by the School District (if applicable ninth, tenth, and twelfth installments to be paid in a lump sum on the last regular day of school). The teacher's professional compensation will be paid at the rate stated above per annum, less deductions required under the Federal and State laws, and such other deductions as shall be mutually agreed to. The terms of this contract shall be prorated if the assignment is designated to cover a period of less than a school year or less than full time.

(3) When a contract has been terminated by mutual agreement or in accordance with State laws, the school district shall be obligated to pay that portion of the contracted salary that has been earned up to and including the last day of service. When a contract is terminated by unilateral action of the teacher, the annual salary will be prorated on a per diem basis for the actual time of his or her service.

(4) It is understood that the teacher holds a valid certificate, or will have met the requirements for such by the opening of school. A copy of said certificate showing registration with the Park County Superintendent of Schools shall be filed with the Clerk of the Board of the School District along with an official transcript of all college and/or university work completed and a set of credentials. Failure to supply these documents within sixty (60) calendar days of the effective date of employment will result in pay being withheld until compliance with this stipulation.

(5) Both parties shall comply with the provisions of the applicable State laws, terms and conditions of the negotiated agreement and with the adopted policies of the Board of Trustees (copies of the agreement and policies have been made available to the teacher) which are made a part of this contract by reference. Requests to cancel this contract prior to the opening of school will not be granted when made after July 1st unless specifically approved by the Board of Trustees.

(6) In the absence of any previous notice of election or re-election this instrument shall operate as notice of election of the teacher for the school year designated herein and, unless the teacher shall accept, sign, and return said instrument completely executed to the office of the Clerk of said District within twenty days from the date of the offer, the said instrument shall be without legal effect.

(7) The individual contract is subject to the terms and conditions of the Professional Agreement between the Association and the Board of Trustees, and to the extent that the provisions of this contract and said Agreement shall be controlling.

(8) The School District agrees to abide by the Code of Ethics of the National School Boards Association and the teacher agrees to abide by the Code of Ethics of the Montana Education Association and the National Education Association.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly signed in duplicate originals, each of which shall be entitled to full faith and credit.

Teacher	Date
LIVINGSTON SCHOOL DISTRICT #4 & #1	
AN EQUAL OPPORTUNITY EMPLOYEE	

APPENDIX D

FY 2024-2025 SALARY SCHEDULE							
Years		BA	BA+10	BA+20	BA+30	BA+40 or MA	BA+50 or MA+10
0	Step 1	\$42,812.00	\$44,311.00	\$45,861.00	\$47,467.00	\$49,365.00	\$51,339.00
1	Step 2	\$43,668.00	\$45,196.00	\$46,778.00	\$48,416.00	\$50,353.00	\$52,366.00
2	Step 3	\$44,541.00	\$46,101.00	\$47,714.00	\$49,384.00	\$51,359.00	\$53,414.00
3	Step 4	\$45,432.00	\$47,023.00	\$48,669.00	\$50,372.00	\$52,387.00	\$54,482.00
4	Step 5	\$46,341.00	\$47,963.00	\$49,642.00	\$51,379.00	\$53,434.00	\$55,572.00
5	Step 6	\$47,268.00	\$48,923.00	\$50,635.00	\$52,406.00	\$54,503.00	\$56,683.00
6	Step 7	\$48,213.00	\$49,900.00	\$51,647.00	\$53,455.00	\$55,593.00	\$57,817.00
7	Step 8	\$49,177.00	\$50,898.00	\$52,680.00	\$54,524.00	\$56,705.00	\$58,973.00
8	Step 9	\$50,161.00	\$51,917.00	\$53,734.00	\$55,615.00	\$57,839.00	\$60,153.00
9	Step 10	\$51,164.00	\$52,955.00	\$54,808.00	\$56,726.00	\$58,995.00	\$61,356.00
10	Step 11	\$52,188.00	\$54,014.00	\$55,904.00	\$57,861.00	\$60,176.00	\$62,583.00
11	Step 12	\$53,231.00	\$55,095.00	\$57,023.00	\$59,018.00	\$61,379.00	\$63,834.00
12	Step 13	\$54,295.00	\$56,196.00	\$58,163.00	\$60,198.00	\$62,606.00	\$65,111.00
13	Step 14	\$54,295.00	\$57,461.00	\$59,472.00	\$61,554.00	\$64,016.00	\$66,576.00
14	Step 15	\$54,295.00	\$57,461.00	\$60,810.00	\$62,938.00	\$65,455.00	\$68,074.00
15	Step 16	\$54,295.00	\$57,461.00	\$62,178.00	\$64,354.00	\$66,928.00	\$69,605.00
16	Step 17	\$54,295.00	\$57,461.00	\$62,178.00	\$65,803.00	\$68,434.00	\$71,172.00
17	Step 18	\$54,295.00	\$57,461.00	\$62,178.00	\$65,803.00	\$69,974.00	\$72,774.00
18	Step 19	\$54,295.00	\$57,461.00	\$62,178.00	\$65,803.00	\$71,549.00	\$74,410.00
19	Step 20	\$54,295.00	\$57,461.00	\$62,178.00	\$65,803.00	\$71,549.00	\$76,085.00

The salary schedule is based on the 187 day teaching year.

\$700 will be added for a bona fide Masters.

\$1000 will be added for a bona fide Doctorate.

APPENDIX E

Livingston School District Transfer Application

Name _____

Current Position _____

Position applying for transfer _____

For each section please provide the necessary information and supporting material.

Experience

1. Provide the 3 most current evaluations.
2. Years of teaching in related area. Describe the teaching position(s) and years in each position. This can be in District or out of District.
3. Work related experience. Describe any work related experience other than teaching which may relate to the requested transfer. Provide years/summers work was done.

Qualifications

1. Certification Endorsement. List your endorsement. _____
2. Additional Endorsements: List any which may be related to requested transfer.
3. Undergraduate/Graduate courses taken beyond bachelors related to requested transfer. Also, please provide transcript copy.
4. Continuing Education credits related to requested transfer. Include course title and hours for each course. Provide verification of continuing education credits taken.
5. Seminars, training or conferences taken related to requested transfer. Include title, date taken and number of hours for each seminar, conference or training obtained.

Seniority

1. List number of years' experience in the Livingston School District: _____

Signature: _____

Date: _____

APPENDIX F-Summation Scoring Rubric

Rubric for Transfer Language-Based on a 115 point scale

Experience = 35 Points

1. Evaluation Rating	_____ 20 points
2. Years of Teaching in Related Area	_____ 10 points
3. Work Related Experience	_____ 5 points

Qualification = 28 Points

1. Certification Endorsement	_____ 10 points
2. Additional Endorsements	_____ 7 points
3. Undergraduate/Graduate Classes	_____ 5 points
4. Continuing Education Classes	_____ 3 points
5. Seminars or Training	_____ 3 points

Seniority = 22 Points

1. Years of Service In-district	_____ 22 points
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Interview = 30 Points

1. Interview	_____ 30 points
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APPENDIX F Continued

Experience = 35 points possible			
Evaluation Rating Based on the 3 most recent years' experience	Current evaluation tool and rubric based on a maximum of 20 points		
Years of teaching in related area. Each year equals 1 point up to 10 years (includes in-district/out of district)	10 years = 10 points	1 year/summer = 1 point	0 years = 0 points
Work related experience other than teaching. Example: research lab, public library, construction worker, artist etc.	5 years/summers = 5 points	1 year/summer = 1 point	0 years = 0 points
Qualifications 28 points possible			
Certification Endorsement	Appropriate Endorsement = 10 points		
Additional Endorsements	Endorsements related to requested transfer = 7 points		
Undergraduate/Graduate courses taken beyond Bachelors related to requested transfer	15 or more semester credits (20 or more quarter credits) = 5 points	4.5 - 14 semester credits (10-19 quarter credits) = 3 points	1- 4 semester credits (1-9 quarter credits) = 1 point
Continuing Education credits related to requested transfer	20 or more hours = 3 points	10-19 hours = 2 points	1-9 hours = 1 point
Seminars, training, or conferences taken related to requested transfer	20 or more hours = 3 points	11-19 hours = 2 points	1-10 hours = 1 point
Seniority = 22 points possible			
Each year of experience in district represents 1 point, up to 22 years	22 years = 22 points		1 year = 1 point
Interview = 30 points			
Interview – Using interview rubric	Calculated based on the percentage of total points earned		

APPENDIX G

Interview Questions and Rubric for Voluntary Transfer

The interview team will develop a minimum of 5 questions to be used during the interview of internal candidates that are appropriate for the position. Each applicant will have the same interview questions used for the transfer position being sought. The scoring rubric shown below will be used to score each of the questions based on a scale of 0 to 4.

Scoring Rubric

4 = Exceptional and complete answer to question being asked.

3 = Good and moderately satisfactory answer to question being asked.

2 = Adequate but lacking a complete answer to question being asked.

1 = Somewhat adequate but severely limited response to question being asked.

0 = Insufficient answer. Did not address question being asked.

APPENDIX H

Incenting Innovation Application

The Board's intent, through the negotiations process, is/was to further create the conditions to both retain high quality educators as well as further incent innovation in the Livingston School District.

Purpose of the Document

To serve as a guide for staff interested in applying for an Incenting Innovation Mini Grant.

District Strategic Direction the proposal aligns with (Encouraged, not required)

Trauma Informed Practice		Live Well 49	
Suicide Prevention		Community to Classroom	
Early Childhood Coalition		Community School Collaborative	
Livingston Education Foundation		Education for Economic Development	
Finance and Facilities Planning			

Brief description of the proposal:

How will students specifically benefit from this work?

Are you working independently or collaborating with others?

Detail out specifically how the funds will be used i.e. salary, travel, supplies, equipment, etc....

How do you intend to assess the impact of your proposal/work so that evidence of impact is clear i.e. Student Engagement, Student Safety, Relationships, Communication, Enrichment etc.?

Name: _____

Grade/Department: _____

School: _____

Deadlines for proposals are:

September 30th and January 31st

Please submit your proposal to the District Office

A team of two LEA members and two administrators will review all applications and inform candidates with regard to the success of their proposal

