

# **COLLECTIVE BARGAINING AGREEMENT**

**between the**

**BOULDER ASSOCIATION OF TEACHERS,  
MFPE**

**and the**

**BOARD OF TRUSTEES  
JHS DISTRICT #1  
JEFFERSON COUNTY, MONTANA**

**2022/23**

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## ARTICLE I – RECOGNITIONS AND DEFINITIONS

1.1 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 for all employees in the Association.

### 1.2 Definitions

- A. **Association:** Boulder Association of Teachers or any appropriate unit approved by the Board of Personnel Appeals.
- B. **Board:** The Board of Trustees of High School District No. 1 Jefferson County, Montana.
- C. **Agreement:** The negotiated Agreement entered into and formally ratified by the Association and the Board.
- D. **Collective Bargaining Act:** The Collective Bargaining for Public Employees Act, Sec. 39-31-101 et seq, MCA, as it exists, as amended.
- E. **Teachers:** Unless otherwise indicated, the term “teachers” when used hereafter in this Agreement shall refer to all certified personnel except administration.

## ARTICLE II- ASSOCIATION RIGHTS

- 2.1 The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representatives of his own choosing, to negotiate the terms and conditions of his employment, and that he shall be free from the 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. The Board also recognizes the full freedom of any teacher not to be a member of any organization.
- 2.2 Exclusive rights of the Association: The rights and privileges of the Association and its representatives certified by the Association as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other competing organization.
- 2.3 The Board recognizes the right of the Association in conducting its business to:
- A. Transact Association business on school property, provided no disruption of school operations occur;
  - B. Use school buildings for meeting, after arrangements with the principal concerned as to time and place;
  - C. Use school machines (typewriters, computers, copying and reproduction machines, etc.), providing the Association pays for actual costs of such materials and supplies;
  - D. Use teacher mailboxes and bulletin boards in teachers’ room for notices and communication, as well as telephones between the buildings for such purposes
  - E. Use orientation meetings and faculty meetings to acquaint staff members of the system with activities, reports or announcements;

- F. Be placed on the agenda of each regular Board meeting under “new business” any matters brought to its consideration provided 3 working days prior notice is given to the district office.

## ARTICLE III- LEAVES

### 3.1 Discretionary Leave

- A. All regular employed teachers will be granted 13 days (91 Hours) per contractual year at full salary will be provided each teacher for personal days, illness or disability, personal medical appointments, quarantine or communicable disease, maternity, or illness to immediate family.
- B. After ten consecutive days of sick leave, the employee will be required to present a Health Care Provider’s medical note to the superintendent.
- ~~C. Leave is in hourly increments. If a sub is required, the minimum leave is four (4) hours for the high school.~~
- Leave is either in half or full day increments.
- D. The full amount of leave will be available for use from the starting day of the contract.
- ~~E. Discretionary leave will be taken in hourly increments. Leave of less than four (4) hours will only be granted if no sub is required and coverage can be handled in agreement with the supervisor.~~
- F. Leave may not be used (except for bona fide emergencies) on PIR days or in the first or last week of the semester.
- G. Whenever possible, arrangements for use of leave must be made with the teacher’s supervisor at least two school days prior to the use of such leave.
- H. For district accounting purposes one (1) day is equal to seven (7) hours.
- I. It is the District’s responsibility to delineate on the employee’s payroll stub each month the individual leave accumulation. It is the responsibility of each employee to monitor their own leave balance.
- ~~J. Fifty six (56) hours per contractual year at full salary will be provided each teacher for personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity, or illness to immediate family. For district accounting purposes, 1 sick day at the high school is equal to 7 hours.~~

### 3.2 Sick Bank Leave Accumulation

- A. Sick leave earned at the rate of fifty-six (56) hours per contractual year to a maximum of 980 hours for those teachers employed by the districts prior to July 1, 2007. Sick leave earned at the rate of fifty-six (56) hours per year to a maximum of 700 hours for those teachers employed by the districts on or after July 1, 2007. Teachers with more than 140 days will be grand fathered. Those at the sick leave maximum will be awarded their annual allotment of fifty-six (56) hours at the beginning of the school year. Those fifty-six (56) hours are non-cumulative.
- B. Use of Sick Bank for immediate family is subject to the following restrictions:
- (1) Any or all of the employee’s accumulated sick leave may be used for the employee, employee’s spouse and/or children.

(2) Up to one hundred nineteen (119) sick hours per year may be used for any member of the employee's household, parent, sibling, grandparent, grandchild, or corresponding in-law, domestic partner, and fiancée. An employee, subject to the approval of the building principal or the superintendent, may request additional hours beyond one hundred nineteen (119). A denial by an administrator may be appealed to the Board. Requests for extension of the one hundred nineteen (119) hour limit will be considered on a case-by-case basis.

(3) Teacher can only use sick bank leave after all discretionary leave is used.

C. Upon termination for any other reason than immorality, unfitness, incompetence or violation of the adopted policies of the trustees, a teacher shall be paid for his/her unused sick leave at the rate of:

(1) The number of unused sick hours divided by one thousand three hundred nine (1309) hours times one third (.33) of the BA base for the last year the teacher was employed by the District subject to these notice provisions:

(1) A teacher who notifies the district of their intention to retire or resign shall receive the percentage of their sick leave credit as follows:

(a) Notification received before February 1: 110%

(b) Notification received before March 1: 105%

(c) Notification received before April 1: 100%

(d) Notification received before last day of school: 95%

(e) Notification received after last day of school: 90%.

(2) This same formula will be used to determine the death benefits the District will pay to a teacher's beneficiary for unused sick leave in the event of death of the teacher. It is the teacher's obligation to file each **contractual year** with the Clerk the name of his/her beneficiary.

(3) This payment shall be made at the end of that school year or in July following the end of the school year. This will be at the discretion of the Board of Trustees.

D. It is the District's responsibility to delineate on the employee's payroll stub each month the individual sick leave accumulation. It is the responsibility of each employee to monitor their own sick leave balance.

### 3.3 Certified Staff Sick Bank

A. A JHS teacher may voluntarily donate days of his/her leave to a sick leave bank. A teacher may apply to use days from this bank only when his/her leave benefits have expired. Benefits of this bank can be used only in case of catastrophic illness. The district clerk will be designated to administer the sick leave bank. The application and quantity of donated hours can only be granted by written approval of the JHS members of the Association. Unused sick leave shall be credited back to the donors in an equitable and proportional manner at the end of each contractual year, up to the sick leave maximum accrued.

### 3.4 Bereavement Leave

A. Thirty-five (35) hours per **contractual year** at full salary, not deducted from sick leave, will be allowed each teacher for bereavement. This leave is not accumulative. Immediate family is defined as father, mother, sister, brother, husband, wife, significant other, children, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or other persons related to the teacher. Bereavement



leave may be used for the death of a close friend if requested by the teacher and approved by a principal or the superintendent. Extended bereavement leave may be applied for to the principal or superintendent, to be deducted from sick leave. A denial by an administrator may be appealed to the Board.

### **3.5 Jury-Witness Leave**

- A. The District may require a teacher to request that he/she be excused from jury duty if the District has a reasonable expectation that a qualified substitute is not available for the potential duration of the trial.
- B. A teacher subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the District Clerk.
- C. Witness fees shall be applied against the amount due the employee from his/her employer unless he/she elects to use District personal leave.

### **3.6 Leave for Public Office**

- A. Mandatory leave of absence for employees holding public office - return requirements.
- B. Upon request, employers of employees elected or appointed to a public office in the city, county or state shall grant such employees leaves of absence, not to exceed one thousand eighty (1080) hours per **contractual year**, while they are performing public service.
- C. Employees granted leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless they are unable to do so because of illness or disabling injury certified by a licensed physician.
- D. No salary shall be paid while the employee is on leave of absence. The teacher shall suffer no loss of increment or experience steps. No teacher on leave for public office will gain experience increments unless they have worked at least six hundred seventy-nine (679) hours in a given **contractual** year.

### **3.7 Professional Leave**

- A. Upon advance approval of the School Board and/or administrator, temporary leave at full salary is provided each teacher for visitation to other schools, attendance at professional association committee meetings, conferences, conventions, and assemblies.

### **3.8 Leave of Absence**

- A. Leave of absence without salary will be provided upon application and approval of the Board for such reasons as family illness or other family need, exchange teaching, foreign or military teaching programs, cultural travel or work programs related to his/her professional responsibilities, education, and military service (as provided in Section 10-1-604, MCA, 1991). The teacher on extended leave is entitled to return to his former position, or, if the former position has been eliminated due to a reduction in force, the teacher may be reassigned in accordance with the RIF provisions of this contract.

### **3.9 Maternity Leave**

- A. The pregnancy or related disability of a teacher shall be treated as a temporary disability, with all accumulated sick leave privileges, as well as all unpaid leave of absence privileges available to the

teacher until such time as the female employee is capable of performing her teaching duties.

### 3.10 Leave Bonus

- A. At the end of the school year if the staff member has any remaining discretionary days, they may rollover a maximum of 56 hours or 8 days into the individual Sick Bank. Any remaining days over 8 days will be paid out according to the following:

Days	Hours used	Stipend Amount
5	0	\$300
4	up to & including 14	\$250
3	>14 up to & including 21	\$200
2	>21 up to & including 28	\$100
1	>28 but <35	\$50
0	35	\$0

- B. The leave bonuses will be paid at the end of the school year in which the bonuses were earned.
- C. The above bonuses, while subject to the appropriate payroll taxes, are not part of the teacher's salary referenced in Section 20-4-203, MCA (1991).

### 3.10 Retirement Incentive

The Jefferson High School District #1 school board will annually review the financial feasibility of offering a retirement incentive for employees. Length and amount of the incentive will be determined by budget ability to sustain such agreement.

## ARTICLE IV - HEALTH INSURANCE AND INCOME PROTECTION

4.1 The Board shall pay health insurance for teachers on the following scale:

- A. The district will provide each teacher 1/7 of \$9400 for each period taught or other duties as assigned, for health insurance benefits or other approved options for the contracted year. Additionally, for certified staff not choosing the district health insurance coverage, 50% of the \$9400 district contribution (or the pro-rata proportion) for insurance coverage will be paid to that staff member as compensation, provided that they are able to provide the District with proof of health insurance coverage. Married employees will be allowed to combine their dollar entitlement to purchase benefits as they perceive will be to their greatest benefit.
- (1) Offering the waiver program reduces the size of the JHS health insurance group and results in higher premiums being charged to the group. Each year, the district will analyze the premiums available with and without the persons taking the waiver in order to adjust the percentage paid to those waiving insurance. The district will work to achieve a balance such that the increase in district premium costs minus the offset of retaining a portion of the waiver is roughly comparable to what employees see as an increase in their maximum out of pocket expense and to

the reduction in gross cash paid out to the people on the waiver.

- (2) The Association and the District will endeavor to ensure that all employees have a clear understanding that the waiver percentage will change from year to year and should not be thought of as ongoing income beyond each current year.

B. If the health insurance cost for any employee participating in the district health insurance is less than the district contribution 2021-2022, the difference between the actual cost of insurance and the benefit may be applied to a Health Savings Account (HSA) or Flex Account, with the health insurance carrier, and may be expended by the employee during the contract year for deductibles or other health care costs according to guidelines established by the carrier.

C. When the status of a teacher changes during the **contracted** year, he/she shall receive a change in status starting the first full month the change is effective, providing the employee chooses to change coverage.

4.2 The teacher may choose to participate in the current income protection plan, provided he or she pay the full cost of the coverage.

4.3 Dental and/or vision insurance may be available to district employees at the member's expense (there is no cost to the District) and the plans will not be imposed upon other categories of District employees who have the same health coverage, unless they participate by consent.

4.4 It is understood that the District's obligation under this article is to pay such premiums as agreed herein and no claims shall be made against the School District as a result of a denial of insurance benefits.

4.5 The Association and the District have made a good faith effort to achieve non-discriminatory insurance coverage for those covered by this Agreement. The parties agree that they will not initiate or participate in any insurance grievance or suit against each other which alleges discrimination on the basis of sex or marital status.

4.6 An insurance committee will be formed to investigate insurance options and make recommendations to the Board and the Association. This committee will consist of two high school Board members, and two elementary Board members, and four Association members who will be appointed by the Association president. Additionally, the classified union, BACE, shall be invited to assign one of their members to this committee.

A. This committee shall research and recommend Health Care carriers, agents, coverage and benefit plans to the Board for approval. While the Board retains the right to make the final choice of carrier, agent, plans and coverages, the Board will not reduce or eliminate currently available 2021-2022 plans or coverages, without the approval of the Association.

## **ARTICLE V - GRIEVANCE PROCEDURE**

5.1 A grievance is defined as a claim based on an alleged violation of the terms of this negotiated Agreement, misapplication of Board personnel practices or state statute. The word "grievance" does not include any aspect of any controversy arising under the provisions of Sections 20-4-201, 20-4-203, 20-4-204, 20-4-206, 20-4-207, Montana Code Annotated, dealing with re-employment or hiring of tenured or non-tenured teachers. A grievant is a teacher, a group of teachers, or the Association, any of whom may be filing a grievance.

5.2 Prior to submitting a formal grievance an effort shall first be made to resolve an alleged grievance



informally between the parties or their designee.

- A. The Association and the Board will make every effort to resolve grievances at the lowest possible level. If a grievant is unable to resolve the alleged grievance informally, the grievant shall submit the alleged grievance to the Association Grievance Committee to decide whether a grievance exists.
- B. The Association shall provide to the Board, in writing, the names of the designated grievance committee at the beginning of each **contractual** year.
- C. Adhering to time requirements is an essential part of this procedure. If the grievant fails to timely file, as in Step I, or submit the grievance to the next proper step, the grievance is forever waived and/or the grievance is deemed settled. If the School District fails to timely respond to a grievance, the grievance is deemed denied and the grievant may file the grievance at the next step.
- D. Following the last day of school at the end of the **school** year, the term “five (5) school days” in Section 5.3 below shall mean one calendar week.
- E. No teacher at any stage of the grievance procedure shall be required to meet with any administrator without representation. There is nothing in this grievance procedure that would prohibit the Association from having the grievant(s) present during any meeting during which that grievant(s’) grievance is discussed.
- F. The right to initiate or pursue a grievance is immediately waived once the Association/teacher(s)/grievant(s) file any suit, proceeding, complaint or action regarding the same dispute/allegation(s)/issue(s) before/with any court, agency, tribunal or other forum.

### **5.3 Grievance Procedures Steps**

#### **Step I**

A grievant must file a written grievance to the building administrator within thirty (30) calendar days of the first occurrence of the action being grieved or within thirty (30) calendar days of the first knowledge of the action being grieved. The written grievance shall state the date of the alleged violation, the nature of the violation, the specific provisions of the Agreement, Board policy personnel practice, or statute that is alleged to have been violated and the remedy being requested. The administrator shall sign and date the grievant’s copy of the grievance to acknowledge the receipt of the grievance. The grievant and the Association Grievance Committee Chairman (if the employee so desires) shall first discuss the problem with the building administrator. Within five (5) school days after the grievance is received, the administrator shall arrange and hold a meeting with the grievant to discuss the grievance. The administrator shall have three (3) school days after this meeting to render a written decision to the grievant and the Association Grievance Committee.

#### **Step II**

If the Association is not satisfied with the disposition of the grievance at Step I, the grievant has five (5) school days after receiving a written decision in Step I to submit the grievance to the Superintendent. The Superintendent shall arrange a meeting with the grievant and the grievance committee chairman within five (5) school days to discuss the grievance. The Superintendent shall have five (5) school days from the date of this meeting to render a written decision to the

grievant and the Association Grievance Committee.

### **Step III**

If the grievance is not resolved to the satisfaction of the Association in Steps I and II, the Association Grievance Committee may notify the Chairman of the Board of the district in which the grievance is filed that there is an unresolved grievance that should be heard by the Board. The Board Chairman must be notified in writing of the request for a hearing and must be given a copy of the grievance within five (5) school days from the date of the written decision in Step II. Within five (5) days of the receipt of the written request of hearing, the President of the Association and the Chair of the Board, or their designees, shall confer and mutually agree to have the grievance heard at a regular or special meeting of the Board no later than thirty-five (35) days after receipt of the written request for hearing.

Within thirty-five (35) calendar days after the meeting at which the grievance was presented to the Board, the Board shall submit a written decision to the Association Grievance Committee Chairman. If the issue is not resolved to the satisfaction of the grievant within those thirty-five (35) calendar days, and if the issue involves an alleged violation of this negotiated or district policy, the Association may move the grievance to Step IV.

### **Step IV**

In the event the grievance is not settled within the time lines stated in Step III, and if the issue involves an alleged violation of this negotiated Agreement or district policy, the Association may proceed to arbitration. Notice of the intent to go to arbitration shall be sent to the Board within ten (10) school days after receiving the written decision by the Board. Within ten (10) school days after requesting arbitration, the Montana Board of Personnel Appeals shall be requested by either/both parties to provide a list of five (5) arbitrators. Both the Board and the Association shall have the right to strike two names from the list. The Association shall strike the first name. The Board shall strike the second name. The process will be repeated, and the sole remaining name will be the arbitrator.

## **5.4 Conclusion**

- A. The arbitrator shall conduct a hearing to receive evidence and listen to arguments concerning the grievance.
- B. After the hearing, the arbitrator shall issue findings of fact and recommendations for settlement of the grievance to the parties involved in the grievance. The findings, conclusions, and decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not be empowered to add to, subtract from or otherwise modify the terms and conditions of this Agreement.
- C. The Board of Trustees shall take official action on the report of the arbitrator not later than the next regularly scheduled meeting of the Board.
- D. The parties shall equally share the fees and expenses of the arbitrator. The parties shall bear their own expenses for their own costs of presenting their case.

## **ARTICLE VI- PROFESSIONAL COMPENSATION**

## 6.1 Base Salary

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to this and incorporated into this Agreement. Appendix B, also attached and incorporated into the Agreement, covers extra duty pay. Additionally, Appendix B defines only the salary level for each type of position. The existence of any position type and the number of positions of any type shall be determined at the sole discretion of the Board.
- B. The criteria used by the Board may include, but is not limited to, the number of student participants, length of season or activity, level of supervision required, intensity of the coaching or advising function, skill level and experience of the coach/advisor, and the safety of students or spectators, or the protection of district property.
- C. Such salary schedule shall remain in effect during the designated periods of time.
- D. The base salary for the 2021-2022 school year will be \$31,492. The salary schedule will be calculated on the matrix included in this Negotiated Agreement. For each contractual year, movement will be granted one (1) step for experience and one (1) or more lanes for additional approved quarters of education attained or an approved education degree.
- E. A Compensation Committee will be formed to investigate compensation structure options and make recommendations to the Board and the Association. This committee will consist of two (2) school board members, one (1) administrator from the district, and two (2) Association members who will be appointed by the Association president.

## 6.2 Matrix Placement

When hiring certified staff, the District may award maximum credit for years of outside teaching experience and education level on the salary matrix, equally applied to all candidates in any other accredited private or public school system (not home schools) while teaching under a degree. All approved credits that lead to an endorsed teaching field could be accepted, reviewed by the interview committee, and may be appealed to the board prior to signing the second contract. The board decision is final.

## 6.3 Pay for additional education

- A. Pay for extra quarters of education will be computed on the basis that 15 quarter hours or 10 semester hours constitute one quarter. A teacher who takes college courses for credit to advance on the schedule will:
  - (1) Take OPI approved credits (excluding renewal units) within the field of education (approved by the budget committee); and
  - (2) Get prior written course approval from the Superintendent. The Superintendent shall have the right to count or not count course credits, for salary advancement. If the teacher and Superintendent do not agree on the course credits to be counted, the teacher may appeal to the School Board for a decision. The Board's decision will be final.
- B. Employees requesting educational advancement through lane change must notify superintendent by April 1 of the prior contractual year and will advance within thirty days of the district receiving an official transcript of the approved work. The increase will be pro-rated from the time of official

completion of the credits.

- C. Approved coursework, including that used for salary advancement, will be allowed for MEA substitution.

#### **6.4 National Board Certification**

- A. Teachers will receive five hundred dollars (\$500) reimbursement upon documented application for National Board Certification, then receive an additional five hundred dollars (\$500) upon documented successful completion of the exam. In the event a retest is necessary, the district will reimburse the actual cost of one retake.
- B. The district office must be notified prior to April 1st of the teacher's intent of application or retest.
- C. Once the district office has received the National Board Certificate, the teacher will receive a twelve-hundred (\$1200) annual salary adjustment or be granted one (1) lane on the salary matrix with the increase becoming effective in the next contractual year; however, a teacher cannot move from a BA lane to an MA lane with National Board Certification. If National Board Certification is not available in a particular curricular area, with documented evidence from the National Board for Professional Teaching Standards, a comparable plan may be presented to the Board of Trustees for approval.
- D. Failure to maintain National Board Certification will result in the loss of the \$1200 salary increase or lane advancement

#### **6.5 Additional Certification Incentive**

As determined by the Board of Trustees, individual Jefferson High School staff members may be offered a separate contract while actively working towards a specific teaching endorsement if the endorsement is required for accreditation standards, not available with current staff, and the staff member is teaching in that field. The contract would be for an annual bonus not to exceed the actual documented expenses of pursuing and completing the endorsement while registered in an accredited university program and while successfully following an endorsement plan approved by the Office of Public Instruction. New staff with the above described certification(s) may be eligible for a one-time signing bonus of \$2000 as determined by the Board of Trustees.

#### **6.6 Fifth Year**

- A. The Fifth Year on the salary schedule will be defined as a planned program, mutually agreed upon between the teacher and the college.
- B. The Fifth Year +2 quarters will be placed on the salary schedule as an educational step one-half way between the Master's degree which is also the 5th Year +1 quarter step and the Masters +1 quarter step.

#### **6.7 Payday and Payroll process**

- A. The 14th of each month will be pay day. If the 14th falls on a non-school day, checks will be issued on the school day prior to the 14th. The employee may elect to receive 12 payments (June, July, and August) by providing the School Board clerk with the address or bank account number to which these payments can be mailed.



- B. The employee may also elect to notify the School Board clerk to receive summer months' pay all at once. This may be on one check for all or on separate checks for each pay period, following the final day of the school year at the end of the term.
- C. Teachers may choose to receive 10 payments or 12 payments.

## **ARTICLE VII- BOARD, ADMINISTRATION, AND TEACHER RELATIONSHIPS**

- 7.1 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, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.
- 7.2 The personal life of any teacher is not an appropriate concern of the Board; unless, in the Board's judgment, that conduct has adversely affected his/her teaching. No tenured teacher shall be disciplined or discharged without just cause.
- 7.3 No non-tenured teacher shall be disciplined, dismissed, terminated or discharged without due process.
- 7.4 All monitoring and observation of the work performance of a teacher shall be conducted openly. Teaching observations shall be made available to the teacher upon request.

### **7.5 Evaluations (See MOU)**

- A. Each non-tenured teacher shall have at least two (2) written evaluations per year and tenured teachers shall have at least ~~one (1), but no more than two (2) written evaluations per year~~. Each written evaluation will be based on a series of formal and informal observations. The first formal observation must be scheduled, but subsequent observations may be unannounced. Formal observations are those conducted in a classroom/instructional setting, while informal observations are observations of job performance that are made on a more incidental basis outside of scheduled observations. Informal observations must be documented by date and the circumstance under which the observation was made and must be brought to the attention of the teacher within five (5) working days. The principal will be responsible for conducting observations and preparing teacher evaluations, but at the Board's discretion the superintendent may be involved with the principal in subsequent observations and evaluations of teaching staff
- B. Observations will be scheduled from lesson plans. The administrator will observe classes where actual teaching (classroom/shop/lab) can be observed. Test days, films, etc. should be avoided. Administrators will try to avoid observations during times that are unusually disruptive (week before Christmas, homecoming week, etc.) or closely following events of personal tragedy or return from an extended illness. An administrator will not ask a teacher to alter a planned activity in order to enable the administrator to observe a specific type of lesson. A written summary of all formal observations will be given to the teacher within fifteen working days of each observation.
- C. Evaluations will be submitted to the Board at the December and March meetings, however, as circumstances dictate, the evaluations may be presented at other times. Before evaluations are presented to the Board, the administrator must review the evaluation with the teacher in a formal evaluation conference, and have the teacher sign the evaluation form (this signature only indicates that the teacher has reviewed the evaluation with an administrator). Space will be provided on each evaluation form for teacher comment. The teacher will be given one copy of the completed evaluation. After the evaluation



and teacher's written comments, if any, are presented to the Board for review, the evaluation forms will be placed in the teacher's personnel file.

- D. The evaluation process is not the only procedure by which compliments or problems may be brought to the attention of a teacher. The administrator(s) and or Board has an obligation to inform teachers within five working days if there is a concern about their job performance that will result in written documentation. Reference to incidents that occurred during a previous evaluation period will not be appropriate unless the incident has been previously documented and brought to the teacher's attention. Action taken concerning any problem shall be placed in the teacher's file. All employees have the right to bring one representative with them to any investigatory or disciplinary meeting. When an employee chooses to have representation, the Association representative will be permitted release time to be present for any meetings.
- E. If the Board, as a whole, feels that an evaluation is not correct, they shall notify the superintendent at that meeting in which case the superintendent shall report back to the principal in writing what disagreements the Board has voiced concerning the evaluation. The principal shall then report to the teacher who shall then have the opportunity to discuss this with the Board, in executive session, at their regular meeting. The teacher may be accompanied by a representative of the Association. The teacher or certified employee shall provide in writing before the Board meeting who shall accompany him to that Board meeting and that the representative will be an observer and participate in the executive session following parliamentary procedure.

## **7.6 Complaint Procedure**

- A. Any time a person has a complaint (not of a criminal nature) with a certified personnel, for which the complainant chooses to file a written, signed and dated complaint form that is brought before the principal or superintendent within 60 school days of the alleged incident, there will be a record made and kept of the nature of the complaint and the action taken.
- B. The complaint form used will be mutually developed by the Association and the Board and will contain steps that encourage resolution at the lowest level.
- C. The building principal or the superintendent will notify the certified staff member within seven school days when there is any complaint brought to their attention for which the complainant chooses to file the written complaint form.
- D. The person making the complaint and the teacher involved will sign the complaint, which will be kept in the teacher's personnel file.
- E. This complaint will be discussed with the certified personnel by the principal or superintendent or both.
- F. The certified personnel will have the opportunity to respond in writing to the complaint, and that response shall also be added to his/her personnel file.
- G. In all cases certified personnel will have the opportunity to discuss professional performance in executive session with the Board at regular Board meetings.
- H. There will be a single personnel file kept for all certified personnel evaluations. Complaints shall also be kept in this file. Compliments, Board suggestions and commendations shall also be kept in this file.

- 7.7 The Agreement shall not delete the authority granted to the Board by State Law for non-reemployment of tenure or non-tenure certified employees.
- 7.8 Any information/records contained in an employee's file can be purged and destroyed, after each five years of employment; with the exception of degree/course completion, certification records, and the observations/evaluations. This process will be handled on the 5th anniversary of the individual employee by the employee and the superintendent. If a conflict arises, the dispute shall be brought to the Board for a decision; The Board decision is final.
- 7.9 The Board agrees to deduct from the teacher's salaries, dues for the Association, if any, and payment of group insurance. Annuity payments, as approved by the Board, will be withheld.
- It is the duty of the Association to obtain written authorization for the deduction of the Association membership dues.
- 7.10 Staff members may apply for any vacancy or job opening that may occur. The Board agrees to notify the present staff before the vacancy or new position is made public, if the vacancy occurs before June 1. New or vacant positions will be advertised to the present staff by notification in staff mailboxes and on the teachers' room bulletin board.

#### **ARTICLE VIII - REDUCTION IN FORCE**

- 8.1 Reduction in Force is defined as, the elimination of teaching positions for any of the reasons defined in 8.2
- 8.2 Reduction in Force may be caused by:
- A. Declining Enrollment
  - B. Reduction in Funding
  - C. Re-structuring of School District Priorities
  - D. Curriculum of Revision
  - E. Discontinuance of certain teaching services
  - F. Alignment to Accreditation Standards
  - G. Or Any Other Reason deemed in the best interests of Education Programs as determined by the Board of Trustees.
- 8.3 RIF Notifications must be issued, in writing, by May 15 of the school year to certified teachers by the Board of Trustees or the Board's designee. The union president will receive a list of all teachers being released under the RIF, by May 15.
- 8.4 Any teacher who loses a teaching position, due to a district RIF, is eligible for recall for two consecutive school calendar years only. Such recall shall follow the order of the last laid off shall be the first recalled, provided such person is certified for the position or positions then available. It shall be the obligation of the teacher to notify the District by March 15th of each of the two (2) years that he/she is available if a position for which he/she is certified exists. The District shall notify teachers on layoff of subsequent vacancies by certified mail, at the last address registered by the teacher at the School District Office, and shall afford the teacher thirty (30) days from the date of receipt, to accept or reject its offer (except for good cause the District may extend such time). An offer of suitable employment, which is rejected, shall terminate the teacher's right to recall. The District shall take a lack of response within the allowed deadline as a rejection of the offer.
- 8.5 Determination of certified teachers, in teaching positions, during the initiation of a RIF, who will lose a

teaching position, in their respective school district is determined by Seniority. Seniority is defined as years and/or portion of years of continuous full-time service, in the district, as a certified, contracted teacher.

- A. Approved Leaves of Absence that do not interrupt continuous service as defined by the offer and acceptance of a teaching employment contract do not impact seniority.
- B. Each District shall generate a seniority and Certification list that is verified by the union president, by January 1 of each school year.

#### **8.6 RIF DETERMINATION**

- A. Each school district will determine the position(s) that will be eliminated or reduced.
- B. Employees who may lose a teaching contract are identified by:
  - (1) Seniority in their district
  - (2) Seniority in their endorsed areas as determined by the teaching endorsements posted to the current teaching license on file with OPI and the school district.
  - (3) No Teacher certified in an area will be replaced by another non-certified teacher, in that area.
  - (4) Should a school district have an employee teaching in an area for which they are not certified, nor have anyone else in the district certified, in that endorsement area, seniority will be determined by the number of semester hour credits, in the subject area, posted on their college transcripts.
  - (5) In case of a tie, in time and certification, then the tie is to be broken by counting the experience with which the teacher has been credited on the salary matrix. If there is still a tie, then the total college degrees shall determine; and if degrees are comparable, then graduate hours beyond the last degree shall determine. If there is still a tie, then it will be the number of credits earned in the endorsed/certified area.
  - (6) Employees who may be affected by position elimination will be notified by the district administration, as soon as the district is able but no later than May 15.
- C. The "RIF" provisions are a party of this contract, and are subject to the grievance provisions of the contract, and Montana Code Annotated; dealing with reemployment/hiring of tenure or non-tenure teachers. Montana Code shall continue to apply to all other instances of dismissal and refusal to re-employ other than those resulting from "RIF". Subject only to the procedure to be followed in the Reduction in Force, the Board retains the right to assign and transfer employees as provided in Montana School Law.
- D. Shared teachers are teachers employed by both school districts covered under this agreement, shall be subject to RIF by the district which is the major employer. If the teacher is equally employed by both districts, then the teacher shall be on the Seniority list of both districts.

#### **8.7 RIF PROCESS SUMMARY**

- A. Annual seniority list is submitted to the Union President by January 1. The seniority list identified overall seniority and endorsed area seniority by the district.

- B. The Board of Trustees determines if there is to be a RIF, for the upcoming school year.
- C. The administration recommends teaching reductions to the Board and Union President by May 15th.
- D. The Board of Trustees authorizes a RIF notification to affected employees. Notices are given or sent by verified mail to affected teachers no later than May 15th.
- E. Call back process is provided to the affected employees by the Board/Union and/or Board Designee.

## **ARTICLE IX - SCHOOL CALENDAR**

### **9.1 School Calendar**

A school calendar committee shall consist of the principal, and three (3) teachers chosen by the Association. They shall develop and recommend a yearly calendar and PIR activities that will be presented to the appropriate school board for approval.

## **ARTICLE X- TEACHER WORK LOAD AND CONDITIONS**

10.1 The Board recognizes that the primary duty and responsibility of the teacher is to teach. Non- teaching duties include but not limited to:

1. ***Bus Duty:** The teachers are responsible for supervising students arriving to school and guiding the students to the building in an orderly and timely manner.*
2. ***Cafeteria Duty:** The teachers are responsible for managing students in and outside the building.*
3. ***Collecting money:** The teachers are responsible for the collection of money from their individual clubs/programs, fundraisers and fees. The teacher will deliver the collected money to the office to deposit into their school club/program account.*
4. ***Class Advisors/Sponsorship:** The teachers are responsible for the activities for the class they are assigned. The team of teachers are advising their assigned class in organizing meeting, fundraising, school events etc... Each teacher is responsible for contributing his or her time to advising his or her assigned class.*
5. ***Hall Duty:** The teachers are responsible for monitoring the students' transition between each class.*
6. ***Open House/JHS Night:** Teachers are obligated to attend two open houses per school calendar year. The teachers are also required to participate in one JHS Night per school calendar year.*

***These duties are assigned on an equitable rotation shared among teaching staff. Please check handbook for more details.***

10.2 "Standards for Accreditation of Montana Schools" shall be used as minimum standards except as specifically stated in this Agreement.

10.3 The weekly teaching load for all teachers shall be no greater than twenty-eight (28) hours of assigned pupil contact time. Contact time is defined herein as any time a teacher is assigned for the purpose of classroom instruction or supervision of groups of pupils during a school day. The 28-hour limit does not apply to student activities before or after school hours or weekend activities.

10.4 Certified personnel of specialized programs, (with the recommendation of the building principal and superintendent), will have the option of receiving an extended contract for more than a standard year of teaching. They will receive salary and leaves figured on the hours beyond a standard school year,



commensurate with the collective bargaining agreement in effect at that time.

- (1) Salary divided by one thousand three hundred nine (1309) hours then added as extended salary for each hour worked.
- (2) Leaves (sick/personal) calculated as per sections 3.1 and 3.6. Exclusions to this would be drivers' ed./coaching/workshops and clinics)

10.5 All teachers shall receive a daily lunch break of at least 30 minutes. Lunchroom supervision may be assigned on a comparable sharing basis among all teachers. In the event that Administration determines that teacher added duty other than lunch supervision is needed during the lunch period, and the additional duty is not specific to an individual teacher, volunteers will be sought before making an assignment from a rotation list.

10.6 A committee of the principal, counselor and three teachers chosen by the Association will form to make recommendations to the Administration regarding the class schedules. In creating the class schedules, the following will be considered: individual strengths, educational emphasis and seniority. A school schedule will be given to staff no later than five calendar days following the approval of the schedule in June. Should the schedule changes become necessary before the start of school, affected teachers will be notified no later than July 15, unless unforeseen circumstance arise.

10.7 Each employee shall have, during the school day, at least one (1) class period for planning or preparation. If a teacher uses their prep period to substitute for another teacher, they will be paid the certified

substitute teacher rate for each period. In the event the Administration determines that teacher additional duty is needed during a scheduled prep period, and the additional duty is not specific to an individual teacher, volunteers will be equitably sought before making an assignment from a rotation list.

## **ARTICLE XI – EFFECT OF AGREEMENT AND DURATION**

11.1 On or before January 15th of each year, each party shall give notice to the other party of the subject matter to be considered in negotiations of a successor to this Agreement.

11.2 Negotiations shall be started on or before January 15th. All matters in the contract not considered in the notice to negotiate shall remain unchanged and become a part of the successor agreement. All parts not under negotiation will automatically become renewed upon each anniversary date.

11.3 During its term, this Agreement may be altered, changed, added, or deleted or modified only through voluntary, mutual consent of the Board and the Association in written and signed amendments to this Agreement.

11.4 If any provision of this Agreement, or any application of this Agreement to any employee or group of employees is finally held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid. However, all other provisions herein shall remain in full force and effect. If such provision exists which is finally held to be contrary to law, at the request of either party, negotiations shall commence within thirty (30) days in an attempt to correct such provision.

11.5 This Agreement constitutes the full and complete agreement between the School District and the Association. This Agreement supersedes any prior agreements, rules or practices related to any particular terms and conditions of employment specifically addressed herein.



11.6 After ratification of a contract by the Boulder Association of Teachers and the Board of Trustees of Districts 1 and 7, the Board of Trustees will (at district expense) be responsible for typing/copying the new-signed contract and distribute copies to teachers employed, and hereafter employed, within 60 days of contract finalization. Any person interviewed will have an opportunity to read and review a copy of the Collective Bargaining Agreement for that position.

11.7 This Agreement shall become effective July 1, 2021, and remain in effect through June 30, 2022.

11.8 Extracurricular activity contracts are to be separate and exclusive from the teaching contracts.

**DATE AND SIGNATURES:**

THIS AGREEMENT IS SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

IN WITNESS THEREOF:

BOULDER ASSOCIATION OF TEACHERS

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

BOARD OF TRUSTEES FOR JEFFERSON HIGH SCHOOL DISTRICT #1:

\_\_\_\_\_  
CHAIRPERSON

ATTEST: \_\_\_\_\_  
CLERK OF DISTRICT #1

# APPENDIX A – CERTIFIED SALARY MATRIX

## Certified Salary Matrix 2021-22 (3%)

	31,492							
	BA	BA 1	BA 2	BA3, 5th	BA 4, 5th 1	MA, 5th 2	MA 1	MA 2
*0	31,492	32,437	33,382	34,326	35,271	36,216	37,161	38,105
1**	32,572	33,756	34,739	35,725	36,707	37,693	38,675	39,715
2**	33,892	35,076	36,099	37,123	38,146	39,170	40,193	41,328
3*	35,211	36,392	37,457	38,518	39,582	40,644	41,708	42,940
4***	36,531	37,712	38,814	39,916	41,018	42,121	43,223	44,549
5	37,850	39,031	40,171	41,314	42,454	43,598	44,738	46,161
6	39,170	40,351	41,532	42,713	43,894	45,074	46,255	47,773
7	40,499	41,667	42,889	44,108	45,330	46,548	47,770	49,383
8	41,821	42,987	44,246	45,506	46,766	48,025	49,285	50,995
9		44,309	45,604	46,904	48,202	49,502	50,800	52,607
10			46,964	48,302	49,641	50,979	52,318	54,220
11			48,309	49,698	51,077	52,453	53,832	55,829
12			49,679	51,096	52,513	53,930	55,347	57,441
13				52,494	53,949	55,407	56,862	59,054
14				53,892	55,388	56,884	58,380	60,663
15				55,291	56,824	58,358	59,895	62,275
16				56,686	58,260	59,835	61,409	63,888
17				57,643	59,255	61,186	62,483	65,336
18				58,638	60,606	62,260	63,998	66,943
19					62,039	63,771	65,566	68,605
20					63,730	65,522	67,226	70,252

\* Effective with the 2015-16 contract year and after, all new hire teachers with zero, one, two, or three years of experience will start on row "3" and advance a step per year as usual thereafter.

New 21/22

Indices > 0	1	1.03	1.06	1.09	1.12	1.15	1.18	1.21
1	1.0343	1.0719	1.1031	1.1344	1.1656	1.1969	1.2281	1.2611
2	1.0762	1.1138	1.1463	1.1788	1.2113	1.2438	1.2763	1.31234
3	1.1181	1.1556	1.1894	1.2231	1.2569	1.2906	1.3244	1.36351
4	1.16	1.1975	1.2325	1.2675	1.3025	1.3375	1.3725	1.4146
5	1.2019	1.2394	1.2756	1.3119	1.3481	1.3844	1.4206	1.4658
6	1.2438	1.2813	1.3188	1.3563	1.3938	1.4313	1.4688	1.517
7	1.286	1.3231	1.3619	1.4006	1.4394	1.4781	1.5169	1.5681
8	1.328	1.365	1.405	1.445	1.485	1.525	1.565	1.6193
9		1.407	1.4481	1.4894	1.5306	1.5719	1.6131	1.6705
10			1.4913	1.5338	1.5763	1.6188	1.6613	1.7217
11			1.534	1.5781	1.6219	1.6656	1.7094	1.7728
12			1.5775	1.6225	1.6675	1.7125	1.7575	1.824
13				1.6669	1.7131	1.7594	1.8056	1.8752
14				1.7113	1.7588	1.8063	1.8538	1.9263
15				1.7557	1.8044	1.8531	1.9019	1.9775
16				1.8	1.85	1.9	1.95	2.0287
17				1.8304	1.8816	1.9429	1.9841	2.0747
18				1.862	1.9245	1.977	2.0322	2.1257
19					1.97	2.025	2.082	2.1785
20					2.0237	2.0806	2.1347	2.2308

## APPENDIX B-1 – EXTRACURRICULAR MATRIX

Base Salary	\$ 31,492.00					
	5% + \$100/yr	9% + \$100/yr	7% +100/yr	9% +100/yr	11.5%+100/yr	13%+100/yr
Step	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6
1	\$ 1,575	\$ 2,834	\$ 2,204	\$ 2,834	\$ 3,622	\$ 4,094
2	\$ 1,675	\$ 2,934	\$ 2,304	\$ 2,934	\$ 3,722	\$ 4,194
3	\$ 1,775	\$ 3,034	\$ 2,404	\$ 3,034	\$ 3,822	\$ 4,294
4	\$ 1,875	\$ 3,134	\$ 2,504	\$ 3,134	\$ 3,922	\$ 4,394
5	\$ 1,975	\$ 3,234	\$ 2,604	\$ 3,234	\$ 4,022	\$ 4,494
6	\$ 2,075	\$ 3,334	\$ 2,704	\$ 3,334	\$ 4,122	\$ 4,594
7	\$ 2,175	\$ 3,434	\$ 2,804	\$ 3,434	\$ 4,222	\$ 4,694
8	\$ 2,275	\$ 3,534	\$ 2,904	\$ 3,534	\$ 4,322	\$ 4,794
9	\$ 2,375	\$ 3,634	\$ 3,004	\$ 3,634	\$ 4,422	\$ 4,894
10	\$ 2,475	\$ 3,734	\$ 3,104	\$ 3,734	\$ 4,522	\$ 4,994
11	\$ 2,575	\$ 3,834	\$ 3,204	\$ 3,834	\$ 4,622	\$ 5,094
12	\$ 2,675	\$ 3,934	\$ 3,304	\$ 3,934	\$ 4,722	\$ 5,194
13	\$ 2,775	\$ 4,034	\$ 3,404	\$ 4,034	\$ 4,822	\$ 5,294
14	\$ 2,875	\$ 4,134	\$ 3,504	\$ 4,134	\$ 4,922	\$ 5,394
15	\$ 2,975	\$ 4,234	\$ 3,604	\$ 4,234	\$ 5,022	\$ 5,494
16	\$ 3,075	\$ 4,334	\$ 3,704	\$ 4,334	\$ 5,122	\$ 5,594
17	\$ 3,175	\$ 4,434	\$ 3,804	\$ 4,434	\$ 5,222	\$ 5,694
18	\$ 3,275	\$ 4,534	\$ 3,904	\$ 4,534	\$ 5,322	\$ 5,794
19	\$ 3,375	\$ 4,634	\$ 4,004	\$ 4,634	\$ 5,422	\$ 5,894
20	\$ 3,475	\$ 4,734	\$ 4,104	\$ 4,734	\$ 5,522	\$ 5,994
	Model U.N.	BPA	Asst. X Cntry	Asst Football	Head X Cntry	Head Football
	Student Council	FCCLA	Asst Track	Asst Basketball	Head Track	Head Basketball
	Art Club	Skills USA	Asst Tennis	Asst Volleyball	Head Tennis	Head Volleyball
	Youth & Govt	NHS	Asst Golf	Asst Wrestling	Speech & Drama	Head Wrestling
	Asst. Chr/Dance	Music - Fall			Head Golf	Drama Activities
	Thespian Asst.	Music-Win/Spr				
	Music Asst at .5	Yearbook				
		Cheer - Fall				
		Cheer - Winter				

### Coaching Initial Placement on the matrix:

**Experience within the same sport: Maximum placement is Step 6.**

a. An assistant coach who, without a lapse in service, becomes a head coach will be placed in the head coach column at a like stipend to their final assistant coaching stipend plus two steps, or receive a step for each 5 years of years of assistant experience.

b. Once a coach has lapse of service, they will be placed no higher than Step 6.

**Experience from one sport to another: Maximum placement is Step 6.**

a. A head or assistant coach without a lapse in service will have 50% of their previous coaching experience from one sport to another but will not exceed Step 6.

b. Once a coach has lapse of serve, they will be placed no higher than Step 6.

**Splitting of Stipends:** Stipends in group 1 and 2 can be divided amongst two or more staff members upon a written agreement amongst those staff members splitting the stipend. Written documentation must be submitted to administration for approval. Years of experience will be dealt with for each individual person splitting. The placement determination will be the fractional amount of the step that person would be split. The placement determination will be the fractional amount of the step that person would be on if the stipend was not split. (Example: Staff member 1 has 6 years and staff member 2 has 3 years. Staff member 1 would receive 1/2 of step 6 stipend amount and staff member 2 would receive 1/2 of step 3 stipend amount.) Stipends can not be split by more than 3 staff members.

### PLAYOFF STIPENDS:

This applies only to basketball, football, and volleyball. For each week of the playoffs, not including districts in basketball and volleyball, head coaches will receive an additional \$100 and assistant coaches will receive \$75.

## APPENDIX B-2 – POST-SEASON COACHING STIPENDS

Head Coach stipend	\$75			
Asst. Coach Stipend	\$50			
	Head Coach	Asst Coach	Head Coach	Asst Coach
	Post season/pre state	Post season/pre state	State	State
Boys bball	1	2	1	2
Girls bball	1	2	1	2
Volleyball	1	2	1	2
Football	3	9	1	3
Cheer for Football	3	3	1	1
Cheer for Volleyball	1	1	1	1
Cheer for bball	1	1	1	1
Band for Football	3	0	1	0
Band for Volleyball	1	0	1	0
Band for bball	1	0	1	0
Wrestling	0	0	1	1
Xcountry	0	0	1	1
Track	1	3	1	3
Tennis	0	0	1	1
Golf	0	0	1	1
Speech/Debate	0	0	1	0
Highest Count	17	23	16	19
	\$1,275	\$1,150	\$1,200	\$950
			TOTAL	\$4,575
<b>* Notes of clarification by business manager:</b>				
The intent of the stipends in this spreadsheet is to grant a small compensation for the extra time spent for the continuation of the sport past "regular season" play.				
Basketball, volleyball, and track all have district contests, before divisional, which are considered part of "regular season".				
Football requires qualifying for 1st round, 2nd round, semi-finals, and then state. These four contests are not considered part of the "regular season". The 1st, 2nd, and semi-final rounds are recorded in the first column as three separate contests (3).				
Wrestling, Cross Country, Tennis, Golf, and Speech/Debate do not have district contests so their "regular season" includes their divisional contests.				
Band and cheer, when associated with these contests, have the same stipends applied. Boys' & girls' bball can be combined for the band and cheer numbers when the contests are held at the same time and in the same venue.				
The sports in orange have 3 assistant coaches and thus will have three times as many asst. stipends.				
The sports in yellow have 2 assistant coaches and thus will have twice as many asst. stipends.				
The sports in purple have 1 assistant coach and will have the same number of asst. stipends.				
The sports in grey have no (0) assistant coach so will have no asst. stipends.				

## APPENDIX C – SICK LEAVE BANK FORM

I, \_\_\_\_\_, donate \_\_\_\_\_ days of my accrued sick leave to the District Number #1 Leave Bank.

\_\_\_\_\_  
Signature of Donor

\_\_\_\_\_  
Date