

**SHEPHERD SCHOOL DISTRICT #37**  
**2024-2025**

ARTICLE I  
RECOGNITION

1. Section 1 Association Recognition

The Board hereby recognizes the Shepherd Education Association as the exclusive representative with respect to wages, hours, fringe benefits and other conditions of employment for teachers during duration of this agreement of Shepherd School District Number Thirty-Seven.

Section 2 Appropriate Unit

The exclusive representative shall represent members of the appropriate unit which shall consist of all teachers of the school district who are certificated in Class 1, 2, 4, or 5 and whose position calls for or requires such certification, but shall exclude the following: certificated individuals who are not currently under contract to perform classroom teaching, the superintendent, assistant superintendents, principals, assistant principals, directors and assistant directors, administrative assistants, supervisors, coordinators, substitute teachers, any teacher whose employment is of temporary, casual, or seasonal character. The employment of a teacher for less than fifteen (15) hours per week or less than the regular school year or substitute teacher, shall be deemed to be employment of a temporary, casual, or seasonal character and such employees shall not be considered members of the appropriate unit.

Section 3

The appropriate unit will notify the Trustees of School District Number Thirty-seven of their intent to negotiate by December 1 of the school year preceding the negotiations. Negotiations will begin no later than March 1 of the present school year preceding the negotiations agreement year.

ARTICLE II  
DEFINITIONS

2. Section 1 Terms and Conditions of Employment

Terms and conditions of employment shall mean wages, hours, fringe benefits, and other conditions of employment subject to those limitations defined as management rights and prerogatives by the Montana Public Employees Collective Bargaining Law.

Section 2 School District or School Board

The terms “school board” or “school district” shall mean School District Number Thirty-seven, Shepherd, Montana, its Board of Trustees or its officials and representative(s) as designated by the Board of Trustees.

Section 3 Meet and Confer

Meet and confer means the exchange of views and concerns between the school district and the exclusive representative.

Section 4 Teacher or Employee

The term “teacher(s)” or “Employee(s)” as used herein shall mean a member of the appropriate unit as defined in this Agreement.

ARTICLE III  
PROFESSIONAL DUES AND FEES PAYROLL DEDUCTIONS

3. Section 1 Dues Deduction Authorized

The board of trustees agrees to deduct from the salaries of all teachers of the appropriate unit such monies for membership in the Shepherd Education Association as said persons 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 and drop the union membership, they may do so during the union withdrawal period by following MFPE policy.

Section 2 Other Payroll Deductions

Upon appropriate written authorization from the teacher, the Board may deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, insurance, or any other plans or programs approved by the Association and the Trustees of School District Number Thirty-seven.

ARTICLE IV  
SCHOOL DISTRICT RIGHTS

4. Section 1 Inherent Managerial Rights

The exclusive representative recognizes that the school district is not required to and is not permitted to meet and negotiate on matters on inherent managerial prerogatives which include but are not limited to the following: directing employees; hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive; maintaining the efficiency of government operations; determining the methods, means, job classifications, and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the school district in situations of emergency; and establishing the methods and processes by which work is performed. The exclusive representative further agrees that all management rights, functions, and prerogatives, not expressly delegated in the Agreement are reserved to the school district.

Section 2 Management Responsibilities

The parties recognize the right and the obligation of the school district to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3 Effect of Laws, Rules, and Regulations

The parties recognize that all teachers covered by this Agreement shall perform the teaching and teaching-related services prescribed by the school district. The parties also recognize the right, obligation, and duty of the Board of Trustees and its duly designated officials to promulgate rules, regulations, directive and order insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and all provisions of this Agreement are subject to the laws of the State of Montana, Federal laws, and valid rules, regulations and orders of State and Federal Governmental Agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

#### Section 4 Prior Practices

All existing district policies involving terms and conditions of Professional service, matters relating directly to the Board-Teacher relationship and other terms of employment not specifically referred to in this agreement shall be maintained at not less than the present level. All disputes involving prior practices will be resolved through the grievance procedure.

ARTICLE V  
TEACHER RIGHTS

5. Section 1

No teacher shall be reduced in compensation, suspended without pay, or dismissed during the term of the teacher's annual individual contract, except for just cause, with the decision of the Board being final and binding.

Section 2

The administration shall, upon written notice by the Association president, meet and confer as soon as possible with representatives of the Association in regard to items of mutual concern to the Association or the Administration. If these items cannot be worked out to the satisfaction of both parties, then the School Board may, upon written notice by the Association president, meet and confer with representatives of the Association.

ARTICLE VI  
GRIEVANCE

6. Section 1 Grievance Definition

A “grievance” shall mean all allegations by teacher(s) resulting in a dispute or disagreement between the teacher(s) and the school district as to the interpretation or application of terms and conditions contained in this agreement.

Section 2 Representative

The teacher, administrator, or school district may be represented during any step of procedure by any person or agent designated by such party to act in behalf. In the case that the grievant does not choose to be represented by the association, the association shall not assume any responsibility, including any cost, for the grievance.

Section 3 Definitions and Interpretations

Subd. 1 Extension

Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2 Days

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by State Law.

Subd. 3 Computation of Time

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Section 4 Filing and Postmark

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

Section 5 Time Limitation and Waiver

Grievance shall not be valid for consideration unless the grievance is submitted in writing to the school district’s designee, setting forth the facts and the specific provision of the

agreement allegedly violated and the particular relief sought within fifteen (15) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the school district's designee.

#### Section 6 Adjustment of Grievance

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

##### Subd. 1 Level I

If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

##### Subd. 2 Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within fifteen (15) days after the receipt of the appeal.

Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

##### Subd. Level III

If the grievance has not been resolved at Level II, the grievance may be presented to the Board of Trustees for consideration. The Board of Trustees reserves the right to review or not to review the grievance, but must make that decision within fifteen (15) days after receipt of the written appeal. In the event the Board of Trustees chooses to review the grievance, the Board of a committee or representative(s) thereof shall within fifteen (15) days meet to hear the grievance. After this meeting, the Board of trustees shall have a maximum of fifteen (15) days in which to answer the grievance in writing.

Subd. 4 Denial of Grievance

Failure by the school district to issue a decision within the time periods provided herein shall constitute a denial of the grievance. This shall not negate the obligation of the school district to respond in writing at each level of this procedure.

Subd. 5 Step Waiver

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

Subd. 6 Submission to Arbitration

Effective July 1, 1996 grievances not satisfactorily resolved may be submitted to binding arbitration until such time as the binding arbitration law may be repealed. If the grievance is not satisfactorily resolved in levels I, II, or III, the grievance may be submitted before an impartial arbitrator. The teacher will give notice of intent of action within fifteen (15) days of receipt of the final decision of the District.

Subd. 7 Limitation of Remedy Selection

The grievant may elect various remedies for grievances or subject matter which may constitute a grievance under the Agreement. However, upon selection of and notification to the district of such selection, the plaintiff waives the right to all other remedies. The institution of pursuit of remedy or complaint in any avenue such as court of law, administrative tribunal, federal agency, or any statutory process for which relief may be granted for any matter which has or may result in a grievance under this Agreement has waived any right to pursue a grievance beyond subdivision 4 under this agreement. This section shall not apply to actions to compel arbitration as provided in this Agreement to enforce the award of arbitration.

Subd. 8 Arbitrator Selection

Within ten (10) days after such notice the Superintendent and the teacher will attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree to a mutually acceptable arbitrator within the ten (10) day period, a request for a list of five (5) arbitrators will be made to the Board of Personnel Appeals. Within five (5) days of

receipt of the list, each party shall strike two names from the list in alternate order and the name remaining shall be the arbitrator.

Subd. 9 Arbitrator Duties and Powers

The arbitrator shall have no power to alter, add to, or subtract from, the terms of the Agreement but is limited to a decision based on the specific provisions of the Agreement. The Arbitrator shall render a decision which shall be final and binding upon the parties.

Subd. 10 Cost Distribution

Each party shall bare its own cost of arbitration including one half (1/2) of the fees and charges of the arbitrator. The costs of transcript are born by the party desiring a transcript unless both parties desire transcripts and then the costs will be born equally.

ARTICLE VII  
STAFF EVALUATION

7. Section 1 Evaluation Instrument

The Association and a Representative from the Board may be involved in the development of a teacher evaluation instrument for use by the administration.

Section 2 Number of Evaluations

Evaluations will continue regularly throughout the teacher's service, although the supervisory burden will naturally be greater in the early years of teaching service. Non-tenured and tenured teachers will be evaluated at least once yearly by March 1.

Section 3 Post-Evaluation Conferences

The evaluator shall hold a conference within ten (10) working days of the evaluation. At this time a copy of the report will be provided to the teacher. The teachers shall be provided an opportunity to write a rebuttal to the evaluator's conclusion to be a part of the evaluating form. The teacher has ten working days to submit a rebuttal.

ARTICLE VIII  
WORKLOAD AND CONDITIONS

8. Section 1 Duty-Free Lunch Period

All teachers shall have a duty-free, uninterrupted lunch period of thirty (30) minutes, except in emergency situations, or those who voluntarily wave this work condition. The present rotation recess schedule will be continued unless an increase in enrollment forces additional supervision, in which case the Administration will meet with the Association and attempt to come to a reasonable solution. The administrators will make every effort to plan ahead for the beginning weeks of school.

Section 2 Lunch Room Supervision

One (1) elementary teacher per grade level will be required to supervise students during the student lunch period, but on a rotating basis. Two (2) MS or HS teachers will be required to supervise students during the student lunch period, but on a rotating basis. The MS will be done on a volunteer basis unless they are not filled, then they will be assigned.

Section 3 Substitute Policy

When it is necessary for a teacher to be absent for any period of time, advance notice of one week, except in emergency illness, will be given and a qualified substitute will be employed when possible. Substitutes shall be provided with information regarding school policies prior to their employment. It is the responsibility of the administration to find a substitute to cover a teacher's class even for a partial day, for applied and approved school-related, approved extra-curricular or any other approved leave.

Teachers can volunteer to cover an absent teacher's class at the Curriculum Work rate of compensation with the stipulation that coverage will not exceed three times a year and is only during the covering teacher's planning period.

Section 4 Curriculum Work

All teachers will be compensated \$20/hour for curriculum work done outside of the 8-hour work day at administration request.

Section 5 Work Year

The school calendar shall not exceed a total of 1,458 hours. This includes Pupil Instruction Related (PIR) days.

### Section 6 Professional Development

All teachers will be required to attend either the MFPE Educator's Convention or the equivalent of 12 hours of professional development. The equivalent hours must occur between June 1 and the end of the next school year. The professional development hours must be approved by the administration.

### Section 7 Professional Duties

Recess, lunch duty, and other duties (that are related to the teacher's assignment, students, and profession) outside of the classroom are considered part of the total job of Shepherd School District teachers. In addition to their teaching assignments, teachers shall be required to perform the duties listed below that do not fall within regular work day hours:

- a. Elementary Carnival

The parties agree that during the term of this Agreement, a joint Administration/Association committee shall meet to discuss the possibility of Employees performing extra duty assignments not listed in the contract. The Superintendent shall appoint the Administration members and the Association President shall appoint the Association members of the committee. The committee shall report any recommendations to the Superintendent and the Association President for possible action.

### Section 8 Preparation Time

Teachers will be given a minimum of 45 minutes of prep time per day. This time is to be used for preparing for classes, student record-keeping, and professional collaboration.

### Section 9 Special Education Work Time

Special education teachers shall have paid professional leave of in-building work time to be used at their discretion for record keeping and special education meetings, at the discretion of the building principal. Teachers shall be relieved of their classroom duties during that time.

### Section 10 Involuntary Transfers

Teachers who receive notice and are transferred to another building shall be paid two (2) days at the curriculum work rate or one (1) day at the curriculum rate if the move is within the same building to move their teaching materials. The District shall assist the teacher in moving materials and supplies to the new location.

ARTICLE IX  
LEAVES

9. Section 1 Annual Leave

Annual leave is defined as sick leave, emergency leave and personal leave. Annual leave shall be ten (10) days at full salary. A teacher may voluntarily donate, anonymously in writing, up to two days of his/her leave for use by fellow teachers in cases of serious personal illness. A teacher may receive no more than ten donated days per year. A teacher receiving days from fellow teachers must have already exhausted his/her own supply of leave days. Annual leave shall be allowed to accumulate to one hundred-twenty (120) days (school days). Upon separation or retirement, the District will pay 1/4 of the leave accumulated in the employee's bank, plus 1/4 of the current unused year at current salary. The District will pay the substitute wage for days not used annually, not to exceed five (5) days per year. Annual leave will not be granted for any teacher who is out of leave time for the year barring extenuating circumstances subject to approval by the building administrator.

Subd. 1 Use or Lose Leave

Each teacher will receive one (1) additional day of leave each year. This day is to be used or teachers will lose it. It will be used as the first day of annual leave taken within the school year. This one (1) day will not roll over to the next year and teachers will not be compensated for it at termination.

Section 2 Professional Leave

With prior approval of the staff member's principal, temporary leave of fifty (50) days at full salary is provided to members of the staff for visitation of other schools, attendance at education conferences, serving on committee meetings, conferences, conventions, assemblies, and coaches clinics and training sessions.

Section 3 Extended Leaves of Absence

Extended leaves of absence without salary may be provided upon application to the Board of Trustees with their decision being final and binding. The School Board agrees to continue to provide insurance for the teacher granted an extended leave of absence. The teacher agrees to return to the District Number Thirty-seven School System to teach for at least one year or reimburse the school system for the amount of insurance paid.

#### Section 4 Bereavement Leave

Bereavement leave, without loss of salary or utilization of annual leave, shall be granted up to three (3) days with an obituary provided for the death of the teacher's (or spouse's) immediate family, immediate in-law or immediate step-family. This includes spouse, parent or guardian, brother, sister, son, daughter, niece, nephew, aunt, uncle, grandchild, or grandparent. Absences beyond the three (3) days will count as annual leave.

Bereavement leave does not accumulate.

ARTICLE X  
REDUCTION IN STAFF

10. Section 1 Procedure

In the event the School District determines to reduce staff the provisions of this Article shall apply.

Section 2 Definitions

Teacher: The term teacher used herein shall refer only to tenured teachers, regularly employed by the School District.

Qualified: Qualified means a tenured teacher who is certified by the State Office of Public Instruction for a position established by the School District.

Subject Matter: Subject matter shall mean such categories as are determined by the State Office of Public Instruction for certification purposes.

Days: Days mean teacher duty days, unless otherwise stated.

Section 3 Seniority

Seniority shall mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the School District including authorized leave of absences allowed by the School District pursuant to this Agreement.

A probationary teacher shall not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to a teacher's first day of continuous service. Continuous service shall include a teacher who is under contract for more than ninety (90) days in a single school year. Long-term substitute service under contract, immediately prior to regular contract service, shall be counted toward a teacher's seniority.

In determining the list of seniority, an employee whose employment has been legally terminated by resignation or terminated but whose employment was subsequently reinstated without interruption, shall be deemed to be continuous service.

In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by lot.

Section 4 Seniority List

By January 1 of each school year, the School District shall cause a seniority list, (by name, date of employment, qualification, and certification), to be prepared from its

records. It shall thereupon post such list in an official place in each school building. Any person whose name appears on such list, and who may disagree with the findings of the School District, and the order of seniority on said list, shall have fourteen (14) days from the date of posting to supply written documentation, proof, and request for seniority change, to the School District.

Within fourteen (14) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list, and make such changes as the School District deems warranted. The final seniority list shall thereupon be prepared by the School District, and shall be posted. Such list shall be binding on the District and all teachers shown thereon. Each year, thereafter, the School District shall cause such seniority list to be updated. Such list shall govern the application of Reduction in Staff, Article IX, until thereafter revised.

Any person disagreeing with the final seniority list, prepared pursuant to 3, above, may pursue the matter through the Grievance Procedure.

#### Section 5 Order of Layoff

Qualified teachers shall be placed on layoff in inverse order of seniority. The School District retains, consistent with the provisions of this Agreement, the right to assign teachers to positions for which they are certified. The School District shall not be required to transfer a more senior teacher to an assignment requiring different certification in order to accommodate the seniority claim of a teacher proposed for layoff or recall.

In the event of a staff reduction, tenured teachers shall not be placed on layoff if there is a probationary teacher employed in a position requiring the same certification.

If the determined reduction is not accomplished by 1 hereof, then the School District may place on layoff tenured teachers in order of inverse seniority.

#### Section 6 Recall

No new teacher shall be employed by the School District in a position for which a tenured teacher is licensed. Tenured teachers shall first be recalled to vacant positions in inverse order from that in which said teacher was placed on layoff, providing that such teacher possesses necessary certification for the position.

When placed on layoff, a teacher shall maintain a physical address, email address, and phone number with the school district. If a position becomes available for the teacher on

layoff and that teacher is properly endorsed and certified for the position, the school district shall provide written notice by registered mail, return receipt requested. The teacher shall have twenty (20) calendar days from the date of receipt of such notice to accept re-employment in writing and filed with the district clerk. Failure on the part of the teacher to accept re-employment within twenty (20) calendar days of receipt of recall notice, shall constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.

Re-employment rights shall automatically cease twenty-four (24) months from the date of layoff and no further rights to reinstatement shall exist.

#### Section 7 Effect

Nothing in this Article shall be construed to limit the authority of the School District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff. Therefore, such actions shall not be subject to the grievance procedure provided in this Agreement.

A teacher, however, may grieve concerning the establishment of his/her seniority date, or the order of layoff as provided in this Agreement. It is further understood and agreed by the parties that the termination of teachers is governed by Montana Statutes and nothing herein shall be construed to modify or limit, the School District's statutory rights or the teacher's statutory rights as provided by Montana Law.

ARTICLE XI  
PROFESSIONAL COMPENSATION

11. Section 1 Salary Schedule

The basic salaries of teachers covered by this Agreement are set forth in Appendix A at 1.5% for 2024-2025, which is attached to and incorporated in the agreement. Such salary schedules shall remain in effect during the designated periods.

Subd. 1 New Teachers

New teachers, with 3 years of experience or less, will start at step 2 on the salary schedule (0, 1, 2) and stay frozen at that level until their fourth contract year when they will continue on the salary schedule as listed. The "teacher base pay" for the district is the pay specified in Step 2, Lane I and is the lowest salary for a beginning teacher under the terms of this agreement and is set to coincide with the definition of

"teacher base pay" in House Bill 143, 2021 Legislative Session, New Section I(4)(c).

Section 2 Recognition for Experience

All teachers shall be given full credit on the salary schedule set forth in Appendix A&B for seven (7) years of outside teaching experience in any school district accredited by a recognized accrediting agency.

Section 3 Recognition for Additional Preparation

Subd. 1 Credits

All courses taken after July 1, 2021, to be used for advancement on the salary schedule require completion of the Course Approval Form (Appendix B) and approval by the Superintendent and SEA representative prior to enrollment in the course. All OPI-accredited training or undergraduate credits taken after July 1st, 2024 to be used for advancement on the salary schedule require completion of the Course Approval Form (Appendix B) and final approval upon accumulation of the equivalent of (10) semester credits. Courses must be accredited by the National Council for Accreditation of Teacher Education (NCATE) or any State Board of Education. Acceptance or rejection of such courses shall be in writing by the Superintendent and SEA representative prior to enrollment in the course within ten (10) school days of receiving notification. All credits must be in the endorsement/subject area that you are teaching at Shepherd Schools, or

pertinent areas such as discipline, curriculum, or technology. The number of credits the teacher wishes to pursue, and the lane change they intend to make must apply to grade level. The Superintendent shall approve the credits. Ten (10) semester credits are needed to move one lane. All OPI accredited trainings shall be approved for credits and lane advancement at a rate of fifteen (15) OPI credits equating to one (1) semester credit for a total of 150 OPI credits. (1.5 quarter credits is equal to 1 semester credit.) OPI credits offered through the District at the District's expense may not be used towards lane advancement. Any combination of OPI credits, quarter credits, or semester credits can be used to obtain a lane change. Only one lane may be attained per school year. Graduate-level courses from any accredited university or college shall be automatically approved in the teacher's area(s) of endorsement(s) or the field of education. Other graduate-level courses not in the teacher's area of endorsement or field of education may also be approved.

#### Subd. 2 Documentation

Documentation of additional professional preparation, if sufficient to advance the teacher's preparation status, shall be submitted to the Superintendent not later than the first day of February. This documentation may be in the form of a personal letter of intent to attend school. However, the official transcript must be presented by October 15<sup>th</sup> at which time the increased salary will commence and be paid for the school year.

#### Section 4 Health Insurance

A comprehensive major medical insurance program with a flexible compensation plan will be provided for each full time employed teacher subject to the limitation of the policy or carrier with the district paying up to \$780.00/month in 2022-2023 toward the full rate, or whichever is less, for a single teacher for the said policy. Upon termination of employment, all board participation and contributions shall cease effective the last day of June.

#### Section 5 Pay Period

##### Subd. 1 Salary Payments

Teachers shall receive their contract salary in twelve (12) monthly payments. All on staff coaches will have the choice to be paid monthly during the season or once at the end the

season. Non-staff coaches will be paid at the end of the season.

#### Subd. 2 Salary Issued

Payroll checks shall be issued on the 7<sup>th</sup> day of each month. If the 7<sup>th</sup> falls on a Saturday or Sunday, teachers shall receive their payroll checks on the Friday prior to the weekend with the exception of September which will always occur on the 7<sup>th</sup> of the month regardless of the day of the week.

#### Section 6 Mileage Allowance

Teachers authorized in the course of their work to drive personal vehicles for school district business shall receive a car allowance equal to the current state reimbursement rate. Teachers must provide proof of insurance prior to use of private vehicle for reimbursement.

#### Section 7 Ticket Taking

All Elementary, Middle and High School staff must participate in ticket taking at all extracurricular activities. Administration will provide a sign-up sheet on the PIR days at the beginning of each school year. Each Elementary, Middle and High School staff member will sign up for one (1) activity and will be paid \$40 per game worked. Longer events, i.e. high school basketball games, will be split into multiple sessions. Monies will be paid to the fall season ticket takers in December and the winter season ticket takers in April. Signature on ticket taking accounting sheet is required for payment. Any unfilled slots will be assigned to Elementary, Middle and High School staff by the athletics' director's secretary. At least two weeks' notice will be given to any teacher who must do ticket taking after the initial sign up date. If two weeks' notice isn't available because of rescheduling/canceling issues, the next person on the rotation shall be asked to cover and the athletic director's secretary shall request a volunteer if they can't. Staff members will not be required to take tickets during instructional time.

#### Section 8 Breach of Contract

Teachers, who have signed a contract with the district for the ensuing or current school year, and request to be released from such contract, may be released from the contract under the following conditions:

1. A teacher wishing to be released from this contract from the date in which it is due up until May 30<sup>th</sup>, will pay 5% of base salary as liquidated damages.

2. A teacher wishing to be released from this contract after June 1<sup>st</sup> up until school starts will pay 7% of base salary as liquidated damages.
3. A teacher requesting to be released from this contract after the school year starts will pay 10% of base salary as liquidated damages.
4. The parties agree the school district incurs costs that are impractical or extremely difficult to fix when a teacher breaches a contract. Liquidated damages are to cover the impractical or extremely difficult to fix costs.
5. A teacher who is forced to resign for a special circumstance beyond their control will be afforded a personal hearing before the Board of Trustees to determine if the teacher has good cause for release from the contract and shall not be responsible for liquidated damages. Good cause shall include but is not limited to:
  - a. Substantial hardship to the teacher's family due to a change that necessitates a move;
  - b. Illness of a family member of the teacher that necessitates a move for purposes of providing for, caring for, or tending to the ill family member.

#### Section 9 Finality

The instrument contains all provisions of the agreement between the Board and the Association on all matters negotiable for agreement and neither party shall be required during the terms hereof to negotiate for agreement upon any issue not mentioned herein.

#### Section 10 Severability

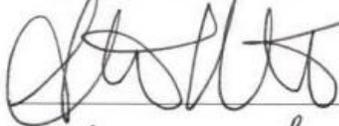
The provisions of the Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SHEPHERD EDUCATION ASSOCIATION

Shepherd Public Schools

Shepherd, Montana 59079



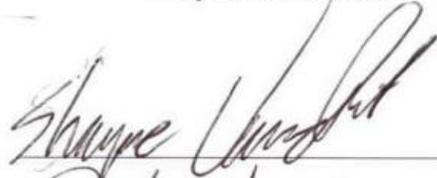
Dana Luptak

Rachel [unclear]

Dated this day \_\_\_\_\_ of \_\_\_\_\_

SCHOOL DISTRICT NUMBER 37

Shepherd, Montana 59079



Julie Hinkle

[unclear]

Dated this day 20<sup>th</sup> of March

# Appendix A

\$34,876

0.0150

## SHEPHERD SALARY SCHEDULE

2024-25 16YEAR

BASE

\$34,361

YEAR	BA	BA+1	BA+2	MA	MA+1
0	\$34,876	35993	37144	38258	39409
1	36167	37423	38678	39897	41153
2	37457	38853	40213	41536	42897
3	38747	40283	41747	43176	44640
4	40038	41712	43282	44815	46384
5	41328	43142	44816	46454	48128
6	42619	44572	46351	48093	49872
7	43909	46002	47885	49732	51616
8	45199	47432	49420	51372	53359
9	46490	48862	50955	53011	55103
10	47780	50292	52489	54650	56847
11	49071	51722	54024	56289	58591
12	50361	53152	55558	57928	60335
13	51652	54582	57093	59567	62078
14			58627	61207	63822
15			60162	62846	65566
16			61696	64485	67310

**Appendix B**

**COURSE APPROVAL FORM**

Name: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Name of Course: \_\_\_\_\_

Dates of Course: \_\_\_\_\_

Course Information:

Flyer, Brochure, Registration Information, or Other Attached: \_\_\_\_\_

Website Link Provided: \_\_\_\_\_

Rationale for taking the course:

Is this course required as part of a Master's program?

Yes \_\_\_\_\_ If so, please attach your intended plan of study.

No \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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For District Use Only:

Approved \_\_\_\_\_ Rejected \_\_\_\_\_

Reason for rejection:

SEA Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Effective July 1, 2021**