

Negotiated Agreement between the

**Three Forks School Board
School District No. J-24**

and

**The MEA-MFT Local 4476 of the Three Forks
School Faculty K-12.**

**For the Year 2018 – 2019 for salary, benefits,
and language.**

Negotiated Agreement For 2018-2019

It is hereby agreed that the following points have been negotiated and accepted by the MEA-MFT Local #4476 of the Three Forks Public Schools faculty grades K through 12.

A. BASIC AGREEMENT

- 1. The school years will consist of no more than 187 days, and up to 180 of those student instructed and 7 days of P.I.R. times. The teacher work day is from 8:00 a.m. to 3:45 p.m. Monday through Thursday with the exceptions of Fridays. On Fridays, or when school is dismissed early, teachers may leave after the school buses depart. Teachers who teach a zero hour period will have a word day from 7:10 a.m. to 2:55 p.m. Monday through Thursday. On Fridays these teachers will be allowed to leave at 1:40 p.m. It is further understood by both parties that staff meetings to two(2) monthly may begin before 8:00 a.m., and of other unforeseen conditions arise teachers may be asked to attend meeting(s) outside the defined working day.***
- 2. Duration of the agreement will be one (1) year for salary and benefits.***
- 3. That any grievance by a faculty member be resolved in the following order: school principal, superintendent, and school board.***

B. SALARY

- 1. Base salary will be from the attached salary schedule. For 2018-2019, the base salary will be \$31,437.***

There will be 10 steps for B.A.; 12 steps for B.A.+10/15; 21 steps for B.A.+20/30; 24 steps for B.A.+30/45; 24 steps for B.A.+40/60; 24 steps for M.A.; 24 steps for M.A.+10/15; and 24 steps for M.A.+20/30.(quarter/semester)

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2. In the event that the Montana Legislature provides more monies for schools, either party may give notice within ninety (90) calendar days after such enactment of its intention to renegotiate the impact of these changes.

If a session of the legislature enacts a statewide K-12 Public Health Insurance Program during the term of this agreement, either party may give notice within ninety (90) calendar days after such enactment of its intention to renegotiate the impact of these changes.

3. Teachers with 0-1 years of experience will be paid as if they have one year of experience and will be allowed to progress down the matrix for each year of experience.

4. Teachers can bring a maximum of 10(ten) years of teaching experience with them and they will enter the salary schedule at the ten year level.

5. Teachers planning on moving across on the salary schedule with additional education credits must notify the superintendent in writing by February 1st of the year prior to the move.

6. Extra duty pay for the year 2018-2019 will be based on the salary base of \$31,437.

7. Teachers serving as coaches who agree to drive a vehicle transporting students for their activity will be paid the current activity rate for bus drivers in the district for time spent driving for the activity or event. During other non-driving time during the activity or event, the employee will be paid his or her coach's stipend.

8. Drivers' Education instructor is to receive a percentage increase in pay on hourly wage as teachers' base percentage increases, beginning with the base of the 1994 - 95 school year which is \$14.42.

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9. Preparation Time Defined

a. Elementary teachers in grades K-5 will be allotted 240 minutes per week of preparation time during the student day. It will be understood by both parties that should

activities, assemblies, or other abnormal conditions arise, teacher(s) might not receive specific preparation time. It is further understood by both parties that preparation time for the kindergarten teachers may be adjusted accordingly if it is only a half-time position.

b. Secondary teachers teaching grades 6-12 employed greater than half-time will be provided an uninterrupted preparation period of one(1) a day. Teachers employed less than half-time will be provided an uninterrupted preparation period of half (1/2) per day. Only time during the student day will count as prep time. It will be understood by both parties that should activities, assemblies, or other abnormal conditions arise, teacher(s) might not receive specific preparation time.

10. Extra-Curricular changes starting with 2006-2007 school year are located on Appendix A attached to the Extracurricular Salary Schedule.

11. Longevity Pay: *At the beginning of 25 plus years of service to the school district, each employee shall receive an additional two(2) percent to his/her negotiated salary.*

C. NEGOTIATIONS

1. School District J-24 trustees and administrators will engage in no individual negotiations with professional staff members. All negotiations, including retirement options, will be conducted with the official teachers' organization, known as the MEA-MFT Local 4476 Unit of the Three Forks School Faculty K-12, hereafter known as the Unit.

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2. Appropriate Unit Definition: "The appropriate unit consists of all employees who are certified in Class 1,2,4,5,6, or 7 as provided by Section 20-4-106 MCA, as well as a licensed Speech Therapist."

3. Employee Definition: "Unless otherwise indicated, the term 'employee', when used hereinafter in this agreement shall refer to all employees in the appropriate unit as above defined."

4. In future years, both sides must come to the first meeting with their written proposal to exchange.

D. HEALTH INSURANCE

1. For the 2018-2019 school year, the school district will contribute \$760.70 per month toward health insurance coverage per contract.

2. Anyone currently covered by school health insurance is to have a vote on the Insurance Carrier and Coverage.

3. The difference between the district's single health insurance contribution and the actual cost of the district's single health plan shall go into a qualifying Health Savings Account (HSA).

4. All teachers leaving the district and are no longer under contract with the district will receive health insurance coverage through June 30th of the contract year.

5. Upon request, teachers will provide the pertinent information needed to allow the bargaining committee to pursue other insurance carrier options. This could be a yearly occurrence. The committee will present the current insurance carrier and package along with a minimum of one other insurance carrier package. Any proposed changes to the benefit options will be agreed upon by the bargaining team, approved by the association and school board prior to implementation.

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E. LEAVES

1. *Leave of Absence: Requests for Leave of Absence will be directed to the Superintendent for presentation to the Board of Trustees for final Determination.*

Tenured teachers of the Three Forks School District may request one (1) year leave without pay for the purpose of earning additional college or university graduate credits in their major teaching field, for family planning or activity which in the opinion of the Board of Trustees would result in benefit to the school system.

Not more than two (2) teachers shall be granted leaves in any one (1) year, and, if necessary, a priority system based on length of service shall be followed.

Teachers will not receive salary or fringe benefits during their leave of absence. Vertical advancement on the salary schedule will not be given. The teacher will return at the same level of salary he/she would have received had not the year of leave intervened. However, horizontal advancement will be allowed for graduate credits earned in the teacher's teaching field.

All requests for leave shall be in writing and shall supply complete information regarding the reason for the leave and the dates for which the leave is desired. Requests for Leave of Absence shall be in the Superintendent's Office on or before March 1st.

It is the responsibility of the staff members on leave to notify the Superintendent on or before April 1st concerning acceptance or rejection of his or her position with the district for the ensuing school year. Insurance will not be provided during the employee's Leave of Absence. Teachers may continue in the insurance program during the Leave of Absence if they pay the full premium.

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2. Sick Leave: Ten (10) days annually at full salary will be provided each teacher for personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity or illness in the immediate family. Immediate family is defined as spouse, children, siblings, parents, or other dependents living within the household. At the discretion of the superintendent, teachers can use up to five (5) days annually for illness of a grandparent.

Unused days of leave each year will be allowed to accumulate up to 70 days. Teachers out of sick leave may take thirty (30) more school days as sick leave if they pay their substitute.

A teacher will receive a flat 100% of substitute pay for any unused sick leave when they leave the district. Unused, non-accumulated personal leave will revert to sick leave annually.

Those who have already accumulated their seventy (70) days will receive 100% of substitute pay for unused sick leave at the end of the school year (ten days maximum). Those who have already accumulated their seventy (70) days will receive 100% of substitute pay for unused personal leave at the end of the year (five days maximum).

Teachers will be allowed to transfer sick leave to a staff member (classified or certified) if they wish. Written notice will be presented to the office by the person relinquishing sick leave days. Recipient must have exhausted his/her own sick and personal leave. Each teacher may donate no more than two(2) days of sick leave per year. If two(2) days are donated to a specific staff member and not needed by that staff member then the donating teacher may elect to transfer their donated days to other staff members as needed within the school year.

3. Maternity Leave: A teacher may use his or her unused sick leave to receive a child through an adoption agency.

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4. ***Bereavement Leave:*** There will be up to five (5) days per incident allotted to each teacher at full salary. Additional leave beyond the allotted five (5) days may be granted at the discretion of the Superintendent. Discretion of the Superintendent will include scheduling of days used for responsibilities related to the incident.

5. ***Professional Leave:*** *Temporary leave at full salary is provided each teacher for visitation of other schools, attendance at education conferences, serving on committees, and other such meetings approved by the Superintendent. The School District will pay mileage for two (2) professional days up to three hundred (300) miles, round trip from school.*

Teachers or groups of teacher may submit requests for travel beyond 300 miles within the continental United States for professional development opportunities. Requests will be submitted to the administration at least 1 year in advance of the event for budgeting purposes. Approval of the travel request is at the discretion of building principals and district administration. A teacher must have 5 years' service in school district to be eligible for travel beyond 300 miles. Travel beyond 300 miles will be granted on a three-year rotation among elementary, middle and high school staff members.

a. ***Coaches Professional Leave:*** *Head coaches, and one assistant, will be allowed one (1) extra day professional leave for coaching clinics. Mileage up to 300 miles will be paid at the current rate for one car per sport.*

6. ***Leave for Civic Duties:*** Leave at full salary will be provided each teacher for jury duty or subpoenaed court appearances as a witness. Any monies received for those services, above actual expenses, will be turned over to the school district.

Volunteer fire department and EMT services will be given leave. The district will allow a teacher to leave the building to answer a volunteer call without loss of pay if provisions have been made to cover the supervision of students. The teacher will return to duty as soon as services are no longer needed. Leave will not exceed more than 4 days annually and may be taken in full or half day increments. Additional leave may be granted at the discretion of the Superintendent.

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7. *Personal Leave*: Five (5) days personal leave at full salary will be provided each teacher for personal reasons which require the teacher's absence during working hours. Except in cases of emergencies, two days (48 hours) advance notice of intent to use personal business days will be given the administration. Additional leave may be granted at the discretion of the Superintendent.

8. *Association Leave*: Union officers and designees will be allowed six (6) extra days of professional leave to attend training, professional meetings, and complete association business.

F. TEACHER ANNUITY PROGRAMS

1. The Board agrees to participate in Teacher Annuity Programs with the following stipulations:

a. Teacher to notify the Clerk and complete the necessary paperwork before his or her first paycheck in the 2017 - 2018 school years.

b. Employees with existing contributions to established annuities will be grandfathered in, so that they can continue to contribute to their existing annuity. All new annuities will need to be set up with an **approved company of record** as long as stipulation (a) in the negotiated contract has been achieved.

G. TEACHER CONVENTION REIMBURSEMENT

1. Each teacher attending an out of town convention during MEA/MFT week will be paid **\$200.00 within 50 miles and \$300.00 for all conventions over 50+ miles**. Conventions and workshops must be approved in advance by the Superintendent. Teachers will be paid the **\$200.00 for conventions within 50 miles and \$300.00 for all conventions over 50+ miles in a separate payroll check** after the teachers' convention or workshop has been attend upon showing proof of **registration**.

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2. Substitution for MEA Conferences: Teachers who attend two days of workshops and/or conferences during the summer, may substitute those two days for the two days of MEA conferences in the fall. Each teacher must have approval from the superintendent and verification of attendance in order for the substitution to be valid. If a teacher elects this option, then the \$200.00/\$300.00 normally given to teachers for attending MEA conferences will be waived.

H. RETIREMENT INCENTIVE PLAN

Any teacher entering School District J-24 is eligible for the retirement incentive after they have completed fifteen years of service in District J-24.

Teachers who elect to receive the retirement incentive lump sum payment, shall notify the Superintendent of School District J-24 in writing prior to January 10th of the school year in which they elect to retire.

Upon retirement, the teacher may opt to remain on the school's insurance program. In this case, the retiree/teacher is responsible for the premiums. The payment must be paid on a month to month basis by the 10th of each month to the district clerk. If payment, is not received the district shall have the option to terminate the benefit. Once a teacher reaches the full legal federal retirement age, a teacher will be notified of the requirement to seek and receive advice from the list of contacts provided by the District's health insurance consultant regarding their personal health insurance coverage options during the health insurance enrollment period. The list of contacts will be included with the enrollment form. The options to be reviewed and discussed shall include participation in the District's insurance plan, participation in other insurance plans, participation in federal health insurance coverage and related supplements and an analysis of how each option will meet the teacher's personal health needs and the personal financial impacts of each option on the teacher. After completing this consultation, the teacher at full federal retirement age is required to sign and return the enrollment form included at Appendix A stating the teacher sought and received insurance advice from the health insurance consultant. Misrepresentation on the form will result in

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disqualification from the plan. The District's health insurance consultant will provide a list of retirees to the District who completed personal health insurance advice meetings. This provision does not require any teacher or the health insurance carrier to disclose health or medical information to the District. The District will provide the number of retirees accessing the District's insurance plan to the Unit. Once the retiree leaves the district group, they cannot come back onto the district group plan.

The Three Forks School Board at its regular meeting in February each year will allow for one (1) retirement incentive each year. The board does have the option to publicize more retirement incentives if district funding is available. Applicants must submit a paper letter to the Superintendent indicating their desire to accept the retirement option.

If there are more applicants than incentives, incentives will be distributed based on seniority as defined by first day of actual service as a certified teacher in the District. In the event two applicants have the same level of seniority, the incentives will be distributed based on the number of years of service in TRS. (Incentive amount to be paid is based on TRS years of service.)

Teachers who apply and are not awarded the incentive will not be bound by the letter of application for retirement for the following school year.

Successful applicant(s) will receive the following retirement incentive lump sum payout. This incentive is eligible to be used as termination pay for TRS purposes. **(TRS CONTRIBUTIONS ARE BASED ON TRS TERMINATION PAY REGULATIONS.)** The employee would be responsible for their portion of the contribution and the district would be responsible for its portion as well.

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The district will follow the following retirement incentive scale:

Years of Service	Retirement Incentive
35	\$25,000
34	\$24,000
33	\$23,000
32	\$22,000
31	\$21,000
30	\$20,000
29	\$19,000
28	\$18,000
27	\$17,000
26	\$16,000
25	\$15,000

a. Death of Retiree: In the event of the death of the retiree, his/her spouse shall continue to receive the benefits until the plan/option the retiree selected has been met.

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I. Grievance

1. Definition

*a. A **grievance** is a claim by a staff member alleging a violation, misinterpretation or a misapplication of the provisions of an appropriate collective bargaining agreement or of district policies and procedures. A grievance must cite the specific language allegedly violated, misinterpreted or misapplied, and a suitable remedy must be identified.*

*b. A **grievant** is a teacher, group of teachers, or the Association filing a grievance.*

*c. **Days** shall mean work days as identified on the school calendar. These workdays are all weekdays, Monday through Friday, exclusive of school district and legal holidays.*

2. Representative

a. The teacher, administrator, or School District may be represented during any step of this procedure by any person or agent designated by such party to act in his/her behalf.

b. No reprisal shall be taken against any person because of participation in a grievance procedure as herein outlined. No employee involved in the investigation, processing or hearing of any grievance shall be denied release time from ordinary duties or otherwise suffer any loss of salary or benefits in respect to the grievance processing.

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3. Time Limit

- a. All grievances occurring within the time period covered by the Master Agreement must be filed in writing within twenty (20) days of the occurrence of the incident, which initiated the grievance, or the date the grievant should have been aware of the incident.*
- b. Failure to file within twenty (20) days will result in the grievance being forever waived.*
- c. Failure of the grievant to move the grievance from one step to another in a timely fashion will cause the grievance to be forever waived.*

4. Purpose

- a. The purpose of this procedure is to secure at the lowest possible level solution to grievances which may arise from time to time.*
- b. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration or having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.*

5. Procedure

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and reasonable efforts should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement in writing.*

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b. Level - 1 The grievant shall first present the grievance to his/her supervisor or a designee on the administrative level with the objective of resolving the matter informally. After the grievance is presented, the supervisor shall have ten (10) days to respond in writing to the grievant.

c. Level - 2 If the matter is not resolved at Level 1, the grievant, may within ten (10) days after receiving the decision at Level 1, appeal the grievance in writing to the Superintendent. The Superintendent shall arrange for a meeting with the grievant and the Association to take place within five (5) days after the receipt of the written grievance. Within five (5) days after the meeting, the Superintendent shall give a written decision on the grievance to the parties involved.

d. Level - 3 If the grievance has not been resolved at Level 2, the grievance may be appealed in writing to the School Board within ten (10) days after receiving the decision at Level 2. The School Board shall hear the grievance within ten (10) days. Upon conclusion of the hearing, the Board will have five (5) days to issue a decision on the grievance in writing to the parties involved.

f. Level - 4 If the grievant is not satisfied with the decision at Level 3, the grievant may Appeal the decision to a neutral arbitrator whose decision will be final and binding.

J. Arbitration

1. Procedure: In the event the parties are unable to resolve a grievance, it may be submitted to arbitration as defined herein, provided a notice of appeal is filed in the office of the Superintendent within ten(10) days of the receipt of the decision of the School Board in Level 3.

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2. Selection of Arbitrator: *Within ten (10) days after submission of the grievance to arbitration under the terms of this procedure, the Association will request from the Board of Personnel Appeals, a list of five (5) qualified arbitrators who are member of The American Arbitration Association. Each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. There will be a coin to determine who strikes first.*

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

4. Decision: *Decision by the arbitrator, in the case presented before him/her, shall be final and binding upon the parties.*

5. Expenses: *The fees and expenses of the arbitrator and the arbitration hearing shall be divided equally between the Association and the School District. Each party will be responsible for their own expenses. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the costs of such action including, but not limited to, the adverse party's court costs, legal fees, interest on monetary awards, and other related expenses incurred as a result of defending such action.*

6. Jurisdiction: *The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this agreement. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement.*

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7. Election of Remedies: *The Association and/or teachers instituting any action proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief can be granted the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Contract. Upon instituting proceedings in another form as outlined herein, the teachers and the Association waives all rights to initiate a grievance pursuant to this Agreement or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section does not apply to claims for unemployment or workers' compensation benefits or an action compelling arbitration as provided in this Agreement or enforcing the Arbiter's award.*

8. Personnel Files: *All document, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.*

K. Evaluation

Tenure Teachers

A formal written evaluation shall be made for all tenured teachers at least every other year of employment.

Non-Tenure Teachers

At least two formal written evaluations shall be made for all non-tenure teachers each year.

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(1) All teachers shall, at the time of employment or no later than September 30th of each school term be advised as to the evaluation process provided by the collective bargaining agreement between the Unit and School District No. J-24 and any elaborations therein which will be used by individual buildings or departments.

(2) In any year in which a teacher is being evaluated, a pre-observation conference shall be held between the teacher and the evaluator so that the evaluator can be apprised of a teacher's objectives, methods and materials planned for at least the minimum number of required scheduled observations specified by the contract. This shall not preclude additional scheduled as well as unscheduled observations, whether for a portion or all of a lesson or period or longer.

(3) Following a scheduled observation, the evaluator shall schedule a post-observation conference with the teacher and shall submit and discuss with the teacher a written observation summary. A summary evaluation, including but not limited to scheduled observations, shall be prepared and discussed with the teacher. This may or may not, at the election of the principal, be the same document as the post-observation summary.

(4) Should deficiencies be observed in the performance of a teacher, the evaluator shall provide the teacher with specific, written recommendations for improvement and with assistance to implement the recommendations. A plan for improvement of professional performance shall be written as soon as practical.

(5) The Superintendent shall be notified in any instances in which deficiencies are observed in the performance of a teacher and for which there is need to provide the teacher with a plan for the improvement of professional performance. The Superintendent and the evaluator shall determine the length of the plan and the timeline of assessment.

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(6) The evaluator shall keep the Superintendent apprised of progress or the lack of progress on a regular basis.

(7) All teachers' evaluations are due in the Superintendent's office no later than May 1st. This is not intended to preclude additional scheduled or unscheduled observations thereafter.

(8) All evaluations which could lead to the non-renewal of a tenure teacher should be delivered to the Superintendent no later than May 1st, although in these instances too, the process of evaluation may continue, with the prior knowledge and approval of the Superintendent.

(9) Formal written evaluations shall be made for all tenure teachers at least every year of employment. The Director of personnel shall provide each principal and/or supervisor a record of the evaluation status of individual assigned to his/her building prior to September 30th of each year.

(10) Formal written evaluations for tenure teachers not leading to non-renewal should be submitted to the Superintendent prior to May 1st of each year. By statute, tenured teachers whose contracts are being non-renewed must be notified by June 1st and have certain other specified rights as well.

(11) Any principal or supervisor, as well as the Superintendent, may consult with the Director of Personnel on evaluative questions at any time. Employees, too, may consult with the Director of Personnel in evaluation questions.

Notification of tenure teacher reelection-acceptance. (State Law 20-4-205)

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(1) The trustees shall provide written notice by June 1st to all teachers who have re-elected. Any teacher who does not receive notice of re-election or termination is automatically re-elected to the ensuing fiscal year.

(2) Any teacher who receives notification of reelection for the ensuing school fiscal year shall provide the trustees with written acceptance of the conditions of the reelection within 20 days after the receipt of the notice of reelection, and failure to notify the trustees within 20 days constitutes conclusive evidence of the teacher's non-acceptance of the tendered position.

Notification of non-tenured reelection-acceptance or termination. (State Law 20-4-206)

(1) The trustees shall provide written notice by June 1st to each non-tenured teacher employed by the district regarding whether the non-tenure teacher has been re-elected for the ensuing school fiscal year. A teacher who does not receive written notice of reelection or termination is automatically re-elected for the ensuing school fiscal year.

(2) A non-tenure teacher who receives notification of reelection for the ensuing school fiscal year shall provide the trustees with written acceptance of the conditions of reelection 20 days after the receipt of notification of reelection. Failure to notify the trustees within 20 days constitutes conclusive evidence of the non-tenure teachers non-acceptance of the tendered position.

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

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L. Personnel Files

Employee's Access to Personnel Files

Any employee has the right to examine and copy materials from and/or have copies made of his/her personnel file during regular business hours.

The Superintendent or other designee must be present when an employee is given access to his/her personnel file in order to offer the employee assistance and interpretation of material contained in the file.

Access by Others to a Personnel File

In addition to the Superintendent, or other designee, a committee or member of the Board, when authorized through Board action, may have access to cumulative personnel files. Counsel retained by the Board of the employee shall also have access to the cumulative personnel file when specifically authorized by the Board or Superintendent respectively.

Any person authorized by a valid court order shall have access to personnel files.

Principals and/or immediate supervisors may examine the files of staff employed under their supervision.

Contents of Personnel Files

A personnel file may contain, but is not limited to, transcripts from college or university's, information allowed by statute, a record or previous employment (other than college placement papers for periods beyond active candidacy for a position), evaluations, copies of contracts, and copies of letter of recommendation requested by an employee. All material in the personnel file must be related to the employee's work, position, and salary or employment status in the district.

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No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless it is signed by the author, and unless the employee has had an opportunity to read the material. For the latter purpose, the Superintendent shall take reasonable steps to obtain the employee's initials or signature verifying the employee has received a copy of the material. If the employee refuses to sign the document indicating they have had an opportunity to read it, the Superintendent will place an addendum to the document noting that the employee was given a copy but refused to sign. The Superintendent will date and sign the addendum. The employee has the right to have a written rebuttal placed in the file within thirty days.

M. Assignments, Reassignments, Transfers

Staff shall be subject to assignment, reassignment, and/or transfer of position and duties by the Superintendent, such assignment to be according to law and the policies and procedures of the District. Teachers shall be assigned at the levels and in the subjects for which their certificate is endorsed. No staff member shall be placed in any position where direct administrative or supervisory authority is exercised by his/her spouse or by any other relative residing in the same household.

Teaching

All teachers shall be given notice of their teaching assignments relative to grade level, building and subject area prior to the beginning of the school year. All employees of the District who accept extracurricular activities as a contract obligation must honor this obligation as a condition of employment unless released from the responsibility by the Board.

When a teacher is re-elected, he/she may be assigned to the same position if circumstances permit. If a transfer is necessary, it will be within the teacher's teaching endorsements.

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In the event that changes in assignments are necessary because of unforeseen circumstances, affected teachers and their bargaining agent, shall be given notice.

Provisions governing vacancies, promotions and voluntary or involuntary transfers may be found in (a) negotiated agreements or employee handbooks, or (b) other personnel policies specifically adopted by the Board of trustees. Generally, requests for transfers within the teaching areas should first be submitted to the Personnel Office/Superintendent in writing by March 1st. Final placement of any employee will be made by the Superintendent.

Assignment and/or reassignment of teachers and all other personnel shall be a management function limited only by the specific contractual language in negotiated agreement.

Voluntary Transfer

The district shall provide an opportunity for a staff member to apply for a transfer to another position if vacant. Factors considered when deliberating transfer request shall include, but not limited to:

- 1. The educational programs, instructional requirements and best interests of the District.*
- 2. The staff member's background and preparation for the position (qualifications, skills, and abilities).*
- 3. The availability of other equally or better qualified applicants from within or outside the district.*

The Superintendent shall be responsible for the final decision regarding transfers and work assignments of all staff members.

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Involuntary Transfers

The right of assignment, reassignment, and transfer shall remain that of the District. Written notice of a reassignment or involuntary transfer shall be given to the employee.

Opportunity shall be given for the staff member to discuss the proposed transfer or reassignment with the Superintendent and or his/her designee.

Current collective bargaining agreements may interpose additional provisions with regard to involuntary transfers or reassignments.

N. Reduction in Force Policy (RIF)

The District acknowledges the value and necessity of maintaining continuity in its educational program and staff.

Upon identification of the District's programs and services to be provided each year if staff reduction is required, the procedure set forth in this article shall be implemented.

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.

Definitions:

Qualified: *Qualified means that tenured teacher who is certified by the State Department of Public Instruction to teach in a particular subject matter category or grade level and who has taught in such subject matter or grade level with the school district for the past five years.*

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

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Grade Level: Grade level shall apply to the present educational configuration K-9, 9-12, and mean such grade level as the teacher is qualified for and has taught in Three Forks Schools.

Seniority: Seniority shall mean the number of days of continuous service of the regular school year (187 days) excluding summer session and extended employment commencing with the first day of actual service in the school district including authorized leave of absence, that one recognized on the salary schedule, for advancement. The number of days for a part-time teacher will be calculated on a prorated basis.

Procedures: Employees with contracts will not be laid off during the time in which an individual contract is in effect. In the event of a staff reduction, the district shall provide written notices to all affected employees on or before April 1 of the school year the subject area or grade level to be affected by the staff reduction. In the event of a special levy failure, this notification date may be changed.

Necessary staff reduction will be achieved through the following steps:

- A. Normal attrition from retirement and resignations.*
- B. Part-time non-tenured teachers in the area affected will be reduced first.*
- C. If further reductions are required, full time non-tenured teachers will be reduced next.*

Determination of those to be retained shall be based upon certification, qualifications (level of education and teaching experience) and ability to perform the work. These factors being equal, seniority shall govern.

- C. If further reductions are required, tenure teachers will be reduced in order of inverse seniority within the subject matter category or the grade level as defined.*

- D. A teacher may exercise his/her seniority outside the category of his/her present employment only if he/she is qualified in another category as defined on page one of RIF.*

Negotiated Agreement For 2018-2019

In the event that administrative positions are eliminated or persons holding such positions are displaced the person holding such a position shall be considered for retention as a teacher under the condition of seniority as described on page one of RIF.

In determining the list of seniority, an employee whose employment has been legally completed 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, seniority shall be determined by first, total number of years teaching experience that is considered applicable for contract determination, then second, advance professional preparation.

Loss of Seniority

A teacher shall lose his/her seniority for any of the following reasons:

- 1. If he/she is dismissed and not subsequently reinstated.*
- 2. If he/she retires.*
- 3. If he/she resigns and is not subsequently reinstated.*
- 4. If he/she overstay a leave of absence without obtaining an extension of leave.*

In accordance with the provisions of Section 20-4-204, MCA, the school board shall hold a hearing before reducing or terminating the employment of any tenured teacher. In accordance with the provisions of 20-4-206, MCA, the requirements of this policy do not apply to the non-renewal of a contract of a non-tenured teacher.

Negotiated Agreement For 2018-2019

P. Vacancies

a. A vacancy is any position, previously held by an employee or supervisor or newly created by the Board, including but not limited to summer school and extra-curricular positions.

b. Whenever a vacancy occurs or is anticipated, the Board or its agent shall promptly notify the Association, post a notice of same on at least one bulletin board in each school building for no less than twenty days prior to the deadline for application for no less than five(5) working days prior to public advertisement of vacancy, and direct a copy of the same by email, School Reach, text, or regular mail to each, if any, laid-off employee. The notice must contain a complete job description, a statement of minimum qualifications, and, if the position is not covered by the terms of this Agreement, a salary range, where specific training, experience, certification, endorsement or other qualifications are prerequisites for the vacancy, such conditions shall be stated in the notice.

c. Whenever vacancies occur during the normal summer months when regular school is not in session, all employees and any laid-off employees whose certification, training or experience might qualify them to fill any such position, shall be contacted by email, School Reach, text, or regular mail and notified of the vacancy. The notice must contain a complete job description, a statement of minimum qualifications, and, if the position is not covered by the terms of this Agreement, a salary range, where specific training, experience, certification, endorsement or other qualifications are prerequisites for the vacancy, such conditions shall be stated in the notice. Any employee so notified shall have the responsibility of contacting the superintendent indicating his/her interest in the position within five (5)days of receiving such notification.

Negotiated Agreement For 2018-2019

Q. Calendar Preparation

A committee will annually construct a school calendar, and shall recommend a calendar to the Board for adoption no later than May 1st, of the year in which the calendar would go into effect. A majority of the committee shall be teachers who are appointed by the Association. The superintendent or his/her designee will chair this committee. The Trustees may accept the calendar or direct the committee to deliberate and prepare an alternate calendar.

APPENDIX A:

Health Insurance Consultation Form

I, _____, a retired educator with Three Forks School District, have completed health insurance consultation with the District's health insurance consultant or their designee in accordance with Section H of the Negotiated Agreement. I consulted with _____ about my health insurance options on _____, 20___. After completing this consultation, I have decided to ___ enroll ___ not enroll in the District's health insurance plan as noted on this completed enrollment form. I understand that my consultation may be confirmed by the District. I understand that misrepresenting my consultation will result in the loss of my eligibility to enroll in the plan. I further understand that no medical or health information has been disclosed to the District as part of my consultation. I understand the fact of my enrollment in the plan will be provided to the bargaining unit.

Retired Educator

Date

TO BE ATTACHED THE EXTRA-CURRICULAR SALARY SCHEDULE

Appendix A

Extra-curricular salary Schedule. (This is only a history of positions added to the Extra-curricular salary Schedule not what was negotiated for the 2016-2017 School year.) New negotiated positions are in bold and are accurate percentages.

- a. Increase head golf coach from 7% to 10% of base.*
- b. Increase assistant golf coach from 5% to 6.5% of base.*
- c. Increase athletic director from 15% to 17% of base.*
- d. Add Junior High Cheerleading (three seasons at 3% per season).*
- e. AP/Dual credit teacher receive 4% of base pay per class per year.*
- f. National Teacher Board Certification will receive 4% of base pay per year the certificate is current. * Three Forks School District will pay \$1300.00 to offset the cost of the certification based on MEA-MFT contributions upon completion of the certificate.*
- g. Assistant FCCLA Advisor will receive 3% of base.*
- h. Head Advisor for Student Council will receive 4% of the base.*
- i. Add Assistant Speech/Drama Coach at 9% of base.*
- j. Add Honor Society Advisor at 3% of the base.*
- k. Special Olympics (2) at 6% of the base (Funded by SPED(B)*
- l. High School Assistant Cheerleading at 5%.*
- m. 8th Grade Class Advisor at 4% of the base.*
- n. Mentor Teacher at 5% of the base.*

2017-18

- O. FFA Advisor 7% of the base.*
- P. Wrestling Coach 14% of the base.*
- Q. Tennis Coach 12% of the base.*
- R. Book Club Advisor 4% of the base.*

\$616 Added to Base										
2018-2019	\$31,437.00	1.030667	1.06135	1.092	1.1227	1.1534	1.1841	1.2148		
BASE	BA	BA+10/15	BA+20/30	BA+30/45	BA+40/60	MASTERS	MA+10/15	MA+20/30		
INCREASE NC	0.03675	0.03675	0.03675	0.03675	0.03675	0.03675	0.03675	0.03675		
EXPERIENCE										
0	\$31,437	\$32,401	\$33,366	\$34,329	\$35,294	\$36,259	\$37,225	\$38,190		
1	\$32,401	\$33,366	\$34,329	\$35,294	\$36,259	\$37,225	\$38,190	\$39,152		
2	\$33,366	\$34,329	\$35,294	\$36,259	\$37,225	\$38,190	\$39,152	\$40,116		
3	\$34,329	\$35,294	\$36,259	\$37,225	\$38,190	\$39,152	\$40,116	\$41,080		
4	\$35,294	\$36,259	\$37,225	\$38,190	\$39,152	\$40,116	\$41,080	\$42,045		
5	\$36,259	\$37,225	\$38,190	\$39,152	\$40,116	\$41,080	\$42,045	\$43,009		
6	\$37,225	\$38,190	\$39,152	\$40,116	\$41,080	\$42,045	\$43,009	\$43,974		
7	\$38,190	\$39,152	\$40,116	\$41,080	\$42,045	\$43,009	\$43,974	\$44,939		
8	\$39,152	\$40,116	\$41,080	\$42,045	\$43,009	\$43,974	\$44,939	\$45,902		
9	\$40,116	\$41,080	\$42,045	\$43,009	\$43,974	\$44,939	\$45,902	\$46,866		
10	\$41,080	\$42,045	\$43,009	\$43,974	\$44,939	\$45,902	\$46,866	\$47,831		
11	*****	\$43,009	\$43,974	\$44,939	\$45,902	\$46,866	\$47,831	\$48,795		
12	*****	\$43,974	\$44,939	\$45,902	\$46,866	\$47,831	\$48,795	\$49,759		
13	*****	*****	\$45,902	\$46,866	\$47,831	\$48,795	\$49,759	\$50,724		
14	*****	*****	\$46,866	\$47,831	\$48,795	\$49,759	\$50,724	\$51,688		
15	*****	*****	\$47,831	\$48,795	\$49,759	\$50,724	\$51,688	\$52,653		
16	*****	*****	\$48,795	\$49,759	\$50,724	\$51,688	\$52,653	\$53,617		
17	*****	*****	\$49,759	\$50,724	\$51,688	\$52,653	\$53,617	\$54,580		
18	*****	*****	\$50,724	\$51,688	\$52,653	\$53,617	\$54,580	\$55,544		
19	*****	*****	\$51,688	\$52,653	\$53,617	\$54,580	\$55,544	\$56,509		
20	*****	*****	\$52,653	\$53,617	\$54,580	\$55,544	\$56,509	\$57,473		
21	*****	*****	\$53,617	\$54,580	\$55,544	\$56,509	\$57,473	\$58,439		
22	*****	*****	*****	\$55,544	\$56,509	\$57,473	\$58,439	\$59,403		
23	*****	*****	*****	\$56,509	\$57,473	\$58,439	\$59,403	\$60,369		

	18-19 Base	\$31,437
Position	Percentage	18-19 Amount
Athletic Director	24%	\$7,545
Head Basketball Boys	15%	\$4,716
Head Basketball Girls	15%	\$4,716
Head Speech and Drama	16%	\$5,030
Head Football	15%	\$4,716
Head Volleyball	14%	\$4,401
Music Director	14%	\$4,401
Wrestling	14%	\$4,401
Head Track	13%	\$4,087
Head Cross Country	12%	\$3,772
Head Golf	12%	\$3,772
Girls Tennis	12%	\$3,772
Asst. Basketball	10%	\$3,144
Asst Speech and Drama (2)	11%	\$3,458
Asst Football (3)	9%	\$2,829
Asst Volleyball (2)	9%	\$2,829
Asst Cross Country (2)	9%	\$2,829
Asst Track (2)	9%	\$2,829
Annual Staff Advisor	7%	\$2,201
Special Olympics (2) Fall, W	6%	\$1,886
Music Accompanist	6.50%	\$2,043
Asst Golf (2)	8.50%	\$2,672
FCCLA Advisor	7%	\$2,201
FFA Advisor	7%	\$2,201
Jr High Basketball (2)	7%	\$2,201
Jr. High Football (2)	7%	\$2,201
Jr High Volleyball (2)	7%	\$2,201
Jr. High Track (3)	7%	\$2,201
Cheerleading One Season	6%	\$1,886
High School Assistant Chee	5%	\$1,572
BPA Advisor	4%	\$1,257
AP Dual Credit Class	4%	\$1,257
National Teacher Certificatio	4%	\$1,257
Student Council Advisor	5%	\$1,572
8th Grade Advisor	4%	\$1,257
9th Grade Advisor	4%	\$1,257
10th Grade Advisor	4%	\$1,257
11th Grade Advisor (2)	4%	\$1,257
12th Grade Advisor (2)	4%	\$1,257
Class Play (2)	4%	\$1,257
Jr. High Play (2)	4%	\$1,257
Honor Society (2)	5%	\$1,572
Book Club Advisor	4%	\$1,257
Science Club Advisor	4%	\$1,257
Student Store Advisor	4%	\$1,257
Academic Olympics - Split	4%	\$1,257
Elementary Music Director	4%	\$1,257
Jr. High Cheerleading	4%	\$1,257
FCCLA Assistant Advisor	5%	\$1,572
JR High Golf	2%	\$629
Mentor Teacher	5%	\$1,572

Dated: 5-15-18

Signed: Don Kahn
Chairperson, Board of Trustees

Signed: Harry Korman
President, MEA-MFT Local #4476