PROFESSIONAL NEGOTIATIONS AGREEMENT

**MASTER CONTRACT**

This Agreement, entered into this 14th day of April, 2021, between the BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 4 and FORSYTH HIGH SCHOOL DISTRICT of Forsyth, Rosebud County, Montana, acting in the name of said District, hereinafter referred to as the "BOARD," and the MONTANA EDUCATION ASSOCIATION of Forsyth, Rosebud County, Montana, hereinafter referred to as the "ASSOCIATION."

All provisions of this Agreement shall become effective July 1, 2021, after ratification by a majority of the members of the Association and approval by the Board, and shall continue in effect until June 30, 2023.

# I. RECOGNITION

 A. The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining concerning the terms and conditions of professional service for all personnel certified in Class 1, 2, 4, 5, or 6 who are performing classroom duties including technology

 coordinators, plus speech clinicians, counselors and librarians.

1. Unless otherwise indicated, the term "teacher" when used in this Agreement shall refer to all members of the bargaining unit.

C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

II. RIGHTS OF ASSOCIATION AND TEACHERS

1. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under Montana School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided in

Federal and State Law.

 B. No tenured teacher shall be terminated without good cause. Any such action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

C. Representatives of the Association and its affiliates will be permitted to transact official Association business and hold meetings on school property and shall have the right to use school buildings at all reasonable times provided that this shall not interfere with or interrupt normal school operations. A request for the use of facilities will be made to the respective building administrator in writing, and the building administrator will be provided advance notice of scheduled meetings.

D. The Association shall have the right to use school facilities and equipment, including computers, copiers, calculating machines and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use.

E. Teachers shall be given written notice of their tentative class/classroom assignment for the forthcoming school year at the time individual contracts are issued. It is understood that a teacher's class/classroom assignment may later be changed upon written notice, if necessary, for the most effective operation of the District as determined by the Board or designee. Involuntary transfers, if made, will occur only after all voluntary transfers have first been made.

# F. The Association shall receive a credit of three (3) days at the beginning of each school year to be used by teachers who are officers or agents of the Association, with pay. However, the Association shall be responsible for the cost of the substitute's pay. Use shall be for association business. Requests shall be made no less than five (5) days prior to the commencement of such leave. Leaves shall be granted by the Superintendent unless such leave is clearly for the purpose of political activity of the union. In any case, no more than two (2) staff members shall be absent from the District for this reason. When the Legislature is in session, the Association shall receive a credit of three (3) days to participate in the legislative process. The Association will be responsible to pay for substitutes for these days. The above leaves are contingent upon securing substitutes. The Association shall notify the Business Office in writing when any of the above referenced leave is utilized.

G. The Board agrees to give the Association one hour of orientation time on one of the beginning of the year PIR days to provide teachers with information about the services that the Association provides.

 H. Vacancies:

1. A vacancy is any certified position, previously held by a teacher or supervisor or newly created by the Board.

2. Whenever a vacancy occurs or is anticipated, the Board or its agent shall promptly notify the Association and post notice of same on at least one bulletin board in each school building simultaneously when the public is notified. Each certified staff member interested in and currently qualified for the vacant position will be granted an interview for the position, if the staff member submits a letter of interest for possible openings to the Superintendent no later than May 15 of the current school year. The letter should state an interest level of primary, intermediate, middle school or high school. If a staff member has already been interviewed for an open position within the past six months, the Board has the option of referring to that interview instead of granting a new one.

 I. No teacher shall be disciplined without good cause.

 J. In Executive Session, where the personal privacy rights considered are that of the teacher, a teacher shall be entitled to have present up to three (3) representatives. The teacher shall also be able to be represented while appearing before the Board concerning any matter which could adversely affect the teacher's employment and/or terms and conditions related thereto. A teacher shall be given prior written notice for a minimum of at least two (2) days any time he/she may be discussed during a meeting of the Board, which could include any action considered disciplinary in nature and/or have a negative effect on his/her employment status.

 K. Notice of required attendance at meetings shall be given two (2) days in advance. Attendance at meetings scheduled with less than two (2) days notice will be optional on the part of the teacher. Teachers with documentation of previously scheduled appointments shall be excused**;** however, the teacher is responsible for acquiring relevent information that is diseminated at the meeting which he/she missed. Attendance may be required at meetings of an unforeseen nature without advance notice.

III. POWERS OF THE BOARD

 The management of the District and the selection and direction of its employees is vested in the Board. Nothing herein contained shall be considered to deny or restrict the Board from its rights, responsibilities and authority under Montana School Law or other applicable laws.

 The Board agrees to exercise the above rights and powers in a manner consistent with the terms of this Agreement.

IV. GRIEVANCE PROCEDURE

 A. Definitions

 1. Grievant--Grievant shall mean a bargaining unit employee(s).

2. Grievance--Grievance is defined as a claim by a bargaining unit employee that there has been a violation of a provision or provisions of this agreement.

 3. Days--Reference to days regarding time periods in this procedure shall refer to all teacher work days. Over the summer vacation, week days shall be counted as work days for purposes of the time lines in the grievance procedure.

 B. Grievance Filing Procedure:

 1. The grievant's failure to appeal or submit the grievance within the time frames provided herein shall constitute a waiver of the grievance.

2. When a formal grievance is filed, it shall be written, signed and dated by the grievant and set forth all of the following using the form found at addendum D:

 a. The grievance must be stated clearly and concisely.

 b. The grievance must cite the specific provision of the contract alleged to have been violated.

 c. The grievance must state the relief sought.

 3. Either party may be represented by up to three representatives designated by such party to act in their behalf.

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

 5. No reprisals shall be taken against any person because of participation in a grievance proceeding.

6. In the event that the steps in the grievance procedure do not result in a resolution of the grievance, the parties shall select an impartial arbitrator, who shall be agreeable to the Board and the Association. In the event that the parties to the dispute are unable to agree upon the selection of an arbitrator, the Board of Personnel Appeals, Department of Labor and Industry, shall be requested to provide a list of five (5) names. Each party to the dispute shall alternatively strike names, with the party bringing the grievance striking the first name, until one remains and that person shall be designated the arbitrator. The arbitrator shall not have the power to detract from, modify or amend this Agreement in any way. The decision of the arbitrator shall be binding upon the parties.

 7. Once a grievance has been brought before the board and acted upon, the grievant(s) and the Association waive any right to pursue any action or complaint involving the same facts or circumstances before any county, state or federal agency, tribunal, court or other forum in which relief may be sought or granted. Once the grievant(s) or the Association has filed any complaint, appeal or other action with any county, state or federal agency, court, tribunal or other forum involving the same facts or circumstances, all rights to file or pursue a grievance under this section shall be forever waived.

C. Grievance Processing Procedure:

 Step 1--It is the intent of the parties that grievances be resolved informally at the lowest possible level. A teacher with a grievance shall first discuss it with his/her principal or immediate supervisor.

 Step 2--If the grievance is not resolved informally within five (5) working days, a formal grievance may be presented to the Superintendent. Such grievance must be filed within twenty (20) days after the incident giving rise to the grievance. The Superintendent shall have ten (10) days to respond to the grievance.

 Step 3--If the grievance is not resolved in Step 2, the formal grievance may be presented to the chairperson of the Board of Trustees within ten (10) days following receipt of the Step 2 response. The Board shall consider the grievance at their next regularly scheduled Board meeting. The Board will respond in writing to the grievance within ten (10) days following the meeting.

Step 4--If the grievance is not resolved at Step 3, the grievant and the Association may request in writing within ten (10) days from receipt of the Step 3 response that the matter be heard by an impartial arbitrator. The arbitrator shall hear the dispute and the parties will be permitted to introduce evidence and present witnesses at the hearing. Both parties to the grievance will request in writing that the arbitrator will issue his/her recommendation for settlement of the grievance to the parties within twenty (20) days of the hearing. If the matter is not settled within ten (10) days from receipt of the arbitrator’s recommendation, then the arbitrator may make his/her recommendations public. Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the arbitrator shall be shared equally between the parties.

V. LEAVES

A. Full-time teachers shall receive fifteen (15) days of leave at the beginning of each school year to be used during that year. The total accumulated leave at the end of each year shall not exceed eighty five (85) days. After teachers have reached the maximum accumulation, the District will buy back a minimum of two (2) and maximum of twelve(12) days of unused leave per year at twenty-five percent (25%) of that teacher’s salary per day.

B. Leave benefits for part-time employees will be prorated.

C. The full amount of leave accumulated by teachers will be in effect from the starting date of the contract.

D. Leave may be allotted in hourly increments for local funerals, medical appointments, requirements of the law or student centered activities upon approval of the Superintendent/Designee.

E. For any time missed, other than the paid leave provided in this Agreement, the teacher’s salary will be deducted by 1/187th of their annual salary for each day they are absent.

F. Leave (other than for illness~~,~~ or emergencies with Superintendent approval) will not be permitted the beginning PIR days, first five pupil instruction days, or the last five pupil instruction days of each year. If a teacher is absent the day of the PIR day, they are responsible to work with the building principal to make-up the information/training they missed.

G. Requests for leave must be submitted in writing five (5) days in advance of the intended leave except in an emergency or sudden illness. Leave must be approved by the administration and will be authorized only when the leave will not interfere with the effective operation of the District and is subject to the ability to obtain substitutes.

In addition, leave exceeding three (3) consecutive days in duration must be requested in writing and approved by the respective building principal and superintendent a minimum of twenty (20) days in advance of the absence. The only exception will be written medical certification of the need for the extended absence, presented to the superintendent within three (3) days of the return of the teacher.

H. Upon termination of employment, an employee shall receive a lump sum payment equal to 25% of the pay attributed to his/her accumulated leave, up to a maximum of eighty five (85) days. An additional 25% of up to twelve (12)days of current year unused leave will be paid to those teachers who have reached the maximum accumulation. The District shall be notified no later than June 1st, one year prior to the termination of employment, or the terminating employee may not be paid until after July 1st. of the year of termination. At the time of notification the employee will choose the option for retirement purposes (if appropriate) according to the Teacher Retirement handbook.

1. Under certain conditions, a teacher with a minimum of five years employment with the district may request a leave of absence to obtain an advanced educational degree or for a purpose approved by the Board of Trustees on a case by case basis. This leave shall be a maximum of one school year and must coincide with the Forsyth school year. If a teacher is granted a leave of absence, the teacher can return to his/her former position in the system. In the event that the position has been eliminated, the teacher will be given any new opening for which he/she is endorsed. The position of the replacement teacher will be considered to be temporary, and the replacement teacher will be informed as far ahead as possible as to the length of service and that the service is subject to termination upon the return of the teacher on leave.

 The written application for a leave of absence shall be presented to the Superintendent at least forty-five (45) days prior to the close of the school year prior to the year the leave of absence will occur. The Superintendent of Schools shall have the right to evaluate requests for leave of absence and to make recommendations to the Board of Trustees for the approval or denial of such leave. Final action on all leaves of absence is subject to formal action by the Board of Trustees. A teacher on formal leave shall retain accumulated sick leave and teaching experience credit for salary purposes.

 No remuneration will be allowed for an employee who is granted leave. On or before April 1 of the year prior to return, the teacher shall send written notification to the Superintendent of Schools stating his/her intentions to return to work and shall request that he/she be assigned for the next school year.

J. At the start of each contract year and again at the start of the second semester, if the balance of the leave bank falls below 25 days, each teacher may donate one day of his/her leave to a leave bank. These days may be used by any teacher within the system who has used up his/her own leave days. A maximum of sixty (60) days of leave can be deposited or retained in the bank. This will be controlled by a committee formed by the Association and the Board of Trustees.

K. Any full-time certified staff member that has used five (5) or less leave days in the previous school year, may exchange two (2) leave days for two (2) work days (at the teacher’s regular daily pay rate) for the purpose of preparing his/her classroom for the coming school year. The exchanged day must be no more than five (5) days prior to the first PIR day for the ensuing year and with the approval of the respective building principal.

#  L. Maternity Leaves

 The Board shall provide for a reasonable leave of absence from duty for any teacher who is required to be absent from duties because of pregnancy, miscarriage, childbirth and its resultant complications, and recovery therefrom.

 The length of the leave of absence, including the date upon which the leave shall commence and the date upon which the teacher shall resume duties, shall be based upon the recommendation of the treating physician.

 Maternity leave shall be treated as is any other disability and, as such, any existing sick leave that the teacher is entitled to must be utilized prior to use of any maternity leave mandated by the treating physician.

 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the Board. All written and unwritten employment policies and practices of the Board shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions as are applied to other temporary disabilities. Minimum standards for maternity leave shall be as provided in MCA. 49-2-310 and MCA. 49-2-311.

M. Leave requested to chaperone school activities during school hours, when not a sponsor of the specific activity, will be considered personal leave.

VI. TEACHER EVALUATION

1. The procedures and instruments for teacher evaluation will be developed and recommended by a joint committee consisting of three (3) members appointed by the FEA, two (2) of which must be local FEA members and three (3) members appointed by the Board, two of

which reside within the boundaries of the school district**.** This committee will develop and submit to the Board of Trustees for approval as to the procedures and instruments to be used to evaluate teachers. Different procedures and instruments may be developed and recommended for different/various types of teachers. (i.e.. elementary, special education, middle school, high school, vocational education, etc.) Upon request by either the Board or the Association this committee will be appointed by the parties to develop and submit instruments and procedures for the succeeding year. However, not more than one such committee will be appointed during any school year.

B. By the 20th day of each school year, teachers shall be informed of any changes regarding the evaluation procedures and instruments adopted by the Board.

1. Formal observations shall be based on direct observation by the

evaluator. Formal evaluations shall state whether the teacher's major area, minor area, or noncertified assigned area is being evaluated.

 D. In evaluating a teacher, due consideration shall be given to class size, ability level of students and physical distractions as they would affect his/her performance.

 E. The evaluator shall hold a conference with the teacher as soon as possible and no later than 15 days following the observation. At this time, a copy of the evaluation will be provided to the teacher.

F. Evaluation reports to be placed in the teacher's permanent file shall be discussed between the teacher and the evaluator and shall be signed by the teacher to signify his/her notification that the item will be placed in the file. Refusal to sign the evaluation will not be construed to be an incomplete evaluation. The teacher shall be provided the opportunity to write a rebuttal (within 10 days) to the evaluator's conclusions to be attached to the evaluation report.

G. Each teacher will be provided assistance to correct professional difficulties. Recommendations for improvement shall be in written form with the document signed and dated by the teacher and administrator, along with appropriate time lines and measurable goals; as agreed to by the teacher and evaluator. Administrators shall keep records of assistance given on problem areas.

 H. It is understood that a teacher's job performance is observed on an ongoing basis. Any problem areas will be discussed with the teacher within a reasonable amount of time.

I. Evaluations will continue regularly throughout a teacher's service. All nontenured teachers will be formally evaluated two (2) times each school year. The first evaluation would be completed by the end of the first semester and the second evaluation would be completed by the March 31. All tenured teachers will be formally evaluated once every three years by March 31. In the event a plan of assistance is implemented, more frequent evaluations may occur upon request by the teacher or principal, not to exceed two (2) formal evaluations in any one year. Any additional informal evaluation must be completed by the end of the third quarter.

J. Teachers shall have the right, upon request to review the contents of their personnel file under the observation of the superintendent/

designee during normal office hours and to receive a copy of any documents contained therein, except confidential placement file information may not be reviewed or copied.

 No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless it is signed by the

 respective building principal and/or superintendent, and the teacher

has had an opportunity to read the material and respond to it. In addition, the teacher will receive a copy of all documents, at the time the document(s) is/are placed in his/her file.

 Upon request by the teacher, the superintendent or official designee shall sign an inventory sheet to verify the contents of the personnel file at the time of inspection by said teacher and dates will be placed on confidential material that may not be reviewed by teachers.

Any/all material may be removed from the file if a mutual agreement put into effect at the time of the placement has had all terms and conditions met, and the agreement meets all requirements of law. In the absence of an agreement, a teacher may make a written request to the Board to remove one or more documents from his/her file. The decision of the Board in this instance will be final.

VII. SALARY SCHEDULE PROVISIONS

 A. The basic salary of teachers covered by this Agreement are attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods. (See Addendum "A")

B. Extra duty pay as set forth in the attached extra duty pay schedule shall be in addition to the basic salary. When the teacher is released by the Activities Director, payment for extracurricular duties shall be no later than on the regular payday of the month following thecompletion of the activity. For this process to be implemented the employee shall notify the payroll office a minimum of 20 days prior to the conclusion of the activity. If this process is not followed, payment may be delayed until the next regular pay period. Non-certified employees assigned extracurricular duties listed on the attached schedule shall be compensated in accordance with that schedule, or as required by Federal and State Labor Laws. (See Addendum "B")

 C. A teacher may move one step down and two columns to the right in any one contract. Teachers going back to school must notify the District office in writing by March 1st in order to have this increase added to their contract in the Fall. Teachers must state in their letter the number of columns they may possibly move.

 D. Documentation of additional professional preparation, shall be submitted to the Superintendent not later than the 1st day of October. This documentation may be in the form of an official transcript, course grade slips or an advisor's letter. However, the official transcript must be presented by December 20th at which time the increased salary will commence and be paid retroactive for the school year.

 E. It is the policy of the Trustees that all professional staff members comply with Montana accreditation process.

 F. Previous experience will be recognized in the following manner:

1. Experience must be recent experience (within the last ten years) to be considered.

2. Out-of-District experience credit may be given for up to a maximum of five (5) successful years of teaching experience. If a teacher enters the system with more than five (5) years of successful teaching experience, the Board, at its discretion, may add a maximum of five (5) years of experience to the original five (5) years.

 3. The Board of Trustees shall determine the placement of former Forsyth system teachers if their experience is beyond five (5) years.

 G. The contract term is not less than one-hundred seventy (170) and not more than one-hundred eighty (180) pupil instruction days. The maximum length of the pupil instruction year shall be one-thousand three hundred ten hours (1,310); [exclusive of lunch breaks]; however, the pupil instruction hours will meet Montana State Accreditation Standards. In addition, seven (7) pupil instruction related days will be added to the pupil instruction days. The length of the pupil instruction related days is outlined in Section VII, Article J, of this agreement.

H. Any certified employee submitting a resignation after July 1 of the ensuing school year shall forfeit a fee $500. Any certified employee submitting a resignation after August 1 of the ensuing school year shall forfeit a fee of $2,000. In specific instances of catastrophic circumstances, this may be waived by Board approval.

I. The school calendar will be formed by a joint committee consisting of three (3) FEA/MEA members, and three (3) representatives appointed by the Board. The calendar shall be developed in time for the March Board meeting for the upcoming school year. The Trustees shall have final approval of the calendar.

J. The work day (PI and PIR) shall consist of one-half hour before school starts to one-half hour after classes dismiss. PIR days will be no less than six (6) hours in length and no longer than a regular work day. On the day preceding a holiday, recess or weekend, the teachers' work day shall end at the close of the students' school day. Reference to days through this contract (except for the Grievance Procedure) shall be the teacher work day.

K. All full-time teachers shall receive a daily, duty-free, uninterrupted lunch period of thirty (30) minutes or the student lunch period, whichever is greater. Each full-time teacher grades 7 through 12 will receive forty-five (45) minutes or one student class period, preparation time per day, whichever is greater. Each full-time teacher grades kindergarten through 6 will receive thirty (30) minutes preparation time per day.

 L. Teachers may opt for pay in 10 or 12 payments contingent upon contract length.

M. Teachers have the option of receiving a One Thousand Dollar ($1000) monthly draw not to exceed 50% of his/her net pay. The draw will be paid by the fifth of each month . This option must be chosen at the beginning of the school year and will continue for the entire year.

 N. For personnel employed for more than the regular school term (187 PI + PIR days), their salary shall be increased by 1/187 the salary step figure for each additional day employed.

# O. The administration may request (in writing) a certified, qualified teacher consider scheduling his/her preparation period outside the duty day and teach a class during the normally scheduled preparation period. The decision to accept this offer will be at the sole discretion of the certified teacher, but must be responded to in writing no less than ten (10) school days following receipt of the request. If the teacher accepts the proposal, he/she will be compensated an equal amount to the prorated rate of pay the teacher would normally receive for an equal period of instruction. Further, if the teacher accepts the referenced proposal, he/she may schedule their preparation period either before or after the regular duty day, and may choose to use the preparation period either on or off the school site.

P. Instructional time above the regular contract assignment shall be compensated by the teacher’s regular hourly wage. This shall include substitution by a teacher during preparation time or lunch for other teachers or substitution by a teacher for the building principal, when requested to do so by the building principal and with the pre-approval of the superintendent. Claims for payment under this clause must be submitted to the business office within thirty (30) days (inclusive of weekends) of the substitution taking place.

 Q. A commuting allowance shall be paid, at the end of the school year, to those teachers who have used their personal vehicles on a regular basis, throughout the school year, to commute between buildings during school hours. This travel allowance shall be $175.00.

 R. A person must be legally certified to teach in Montana before being placed on the Forsyth salary schedule. In each case, the initials BA/BS and MA/MS are used on the schedule refer to degrees in education or related fields which would allow certification.

 S. Payday is the 20th of each month. Paychecks will be issued on the last day of school before a holiday, school vacation day, or weekend when said holiday, vacation day(s), or weekend fall on the twentieth of the month.

T. The Board of Trustees may on occasion, at its discretion, offer a retirement incentive to teachers with at least 25 years experience when, in the Board's opinion, the offering of the incentive is in the best interest of the District. The Board of Trustees will direct the Superintendent to request input from the Association and reserves the right to determine the amount of the incentive, duration and other conditions under which it is offered.

U. Certified Teachers, upon written resignation from the Forsyth School District will be compensated with a longevity stipend as follows:

1. One half (.5) percent of final salary for each year of in-District service.
2. To be eligible a teacher must complete a minimum of thirty (30) years of service to the Forsyth Schools with a maximum of thirty six (36) years paid.
3. To be eligible for this compensation a written letter of resignation must be presented to the office of the superintendent by March 1 of the year the retirement will take place.
4. A maximum of two (2) teachers will qualify for this compensation in any one (1) school year; based upon receipt of the first two (2) letters of resignation received by the superintendent.
5. Any compensation received under this longevity stipend can NOT be used or claimed under OPTION 1 of the Teachers Retirement System.
6. Certified staff are only eligible for one (1) stipend of any type from Forsyth Schools. If the Trustees offer a retirement incentive under item VII. – T of the collective bargaining agreement, the certified staff member must identify in writing which compensation package he/she has selected and is requesting.
7. If a certified staff member accepts a retirement incentive OR the stated longevity compensation, and returns to work for the Forsyth Schools at a later time, he/she is not eligible to receive any additional compensation as described in these two (2) options.
8. At the teacher’s option this can be paid out in full through payroll or retained by the Distrct to offset the teacher’s post retirement insurance premium.
9. In the event the teacher decides to withdraw from the District’s health insurance plan, the balance of the stipend will be paid as if it was a payroll item.

VIII. INSURANCE AND PAYROLL DEDUCTION

 A. Effective August 1, 1991 the School District shall provide and contribute a sum equal to the single premium for each employee. New employees will be eligible for the group health insurance plan on September 1st. If the single premium fluctuates, the Board will pay all increases.

 1. Retired teachers will be eligible for group rates and shall pay their own premiums. Premiums shall be made through a deduction authorized from the monthly teachers’ retirement check from the Teachers’ Retirement System.

 2. Teachers who leave at the end of the school term will have continued coverage through August 31st.

 B. The Board of Trustees agrees to deduct from the salaries of all teachers of the appropriate unit such monies for membership in the United Teaching Profession, (National Education Association, Montana Education Association and Forsyth Education Association), as said persons individually authorize the Board to make the deductions as provided by law.

 1. The Association will certify to the Board, in writing, the amount of dues computed for Association members.

 C. The District will establish a flexible benefit plan based on Section 125 of the IRS code to pay eligible non-reimbursable health and dependent care costs or a qualified health savings account. The plan will be administered by a disinterested third party authorized by the Board of Trustees. The District will assume the start-up costs and pay the monthly administrative fee for each participating employee. Participation will be voluntary. The plan will be in effect as long as it is cost efficient for the District and its employees.

D. Insurance may be reopened for negotiations on a yearly basis. The insurance carrier will be selected by mutual consent of a committee consisting of three Association members, and three members appointed by the Board.

IX. POLICY AGREEMENT

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

 B. Any individual contract between the Board and an individual teacher, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.

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

D. Copies of this Agreement shall be printed at the expense of the District and the FEAwithin thirty (30) days after the Agreement is signed. Copies shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board upon request.

E. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, residence, or family relationship to another employee.

X. REDUCTION IN FORCE

 A. Coverage--All certified teachers.

 B. Order of Layoff:

 1. Those employees with emergency or temporary certifications shall be laid off first.

 2. Employees in the curricular areas affected and with least seniority in the School District shall be laid off second.

 a. In those situations where seniority is equal, preparation in the certified teaching area shall be considered.

 b. In the event that seniority and preparation in the certified teaching area are equal for purposes of layoffs, order of layoff shall be determined by the School Board.

 c. A teacher who is notified of layoff will have the right to displace any less senior teacher whose work he/she is certified to perform.

 d. Extra duty assignments shall not be a criterion in the layoff.

 C. Determination of Seniority

 1. 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.

 2. Laid off employees shall be reinstated in inverse order of their being laid off if certified to fill the vacancies.

 3. No new or substitute appointments may be made, in excess of 20 school days, while there are laid off teachers available who are certified to fill the vacancies.

 4. Any employee laid off pursuant to the policy shall have recall rights to any position for which he/she is certified for two years from the effective date of his/her layoff and shall be recalled to available positions in such professional categories in inverse order of the layoff.

 5. Any employee re-employed by exercising his/her recall rights shall retain related benefits and years of experience as of the time of layoff for salary schedule placement and tenure.

 6. Any employee who resigns upon request for reasons of staff reduction, or is laid off, shall be accorded the recall rights provided by this policy unless specifically waived in writing.

7. In the event of a recall, the Board shall notify a teacher who has been laid off of recall by certified mail, return receipt, sent to the last address given by the teacher to the District office.

 a. The teacher will have twenty (20) calendar days from the receipt of such notice to notify the Board in writing of his/her intent to return.

 b. Failure of the teacher to so respond within the time herein specified shall terminate such teacher's right to recall.

8.If a grade level or subject area position is cut, the affected tenured teacher with more district seniority has first option to stay in their current position if available or move to a new position he/she is qualified for.

D. Notification

 The administration shall provide written notice to each employee who may possibly be affected by reduction no later than May15 preceding each school year. The Superintendent will make every reasonable attempt to notify certified staff that would most likely be impacted by a reduction in force due to financial constraints at the earliest date possible in the current contract year based on future projected District revenue.

# XI. EFFECTIVE DATE OF AGREEMENT

 A. All provisions of this Agreement shall become effective on July 1*,*  2021*,* and shall continue in effect until June 30, 2023.

B. This Agreement is signed this 11th day of May, 2021.

 BOARD OF TRUSTEES OF SCHOOL DISTRICT

 #4 AND FORSYTH HIGH SCHOOL DISTRICT

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 Chairman of the Board

ATTEST:

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District Clerk/Business Manager Date

 MONTANA EDUCATION ASSOCIATION OF

 FORSYTH

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Co-President

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 Co-President

ATTEST:

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Secretary Date

**ADDENDUM "A" TO SALARY SCHEDULE**

B - Bachelor's Degree: Maximum 10 years experience paid.

C - Bachelor's Degree plus 15 quarter credits or 10 semester credits: Maximum 12 years experience paid.

D - Bachelor's Degree plus 30 quarter credits or 20 semester credits: All credits earned in an area currently being instructed by the teacher, or in an area pre-

 approved by the superintendent or the Board will apply to salary schedule

advancement.

E - Bachelor's Degree plus 45 quarter credits or 30 semester credits: Same credit limitations as "D".

F - Class One Certificate or 60 quarter credits or 40 semester credits: Same credit limitations as "D".

G - Master's Degree same credit and/or degree limitations as “D”.

H - 3 quarter hour credits equals 2 semester credits or any combination of quarter credits and semester credits will be allowed salary schedule advancement.

***ADDENDUM “ A-2” MASTER’S INCENTIVE***

A master’s incentive of one thousand dollars ($1,000) will be paid for no more than two tenured teachers per year.

To be considered for the master’s incentive scholarship, a written letter of application shall be submitted to the Superintendent or his/her designee prior to May 1 of the contract year. To receive the master’s incentive scholarship, the teacher must have signed and returned their tenured contract and shall have an approved master’s program on file with the District. This scholarship shall be paid to the college/university of the teacher’s choice. A lifetime maximum of two thousand dollars ($2,000) may be used by an individual teacher.

Criteria for awarding the scholarships will be:

 1. Teacher with the greatest years of experience in the District.

 2. A tie will be determined by lot.

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**ADDENDUM "B"**

**EXTRA-DUTY PAY SCHEDULE**

(Percent of Base Contract)

Starting with the 1987-88 school year, advisors and coaches will earn an additional one-third percent (1/3%) yearly for in-district experience to a maximum of six (6) years. All extra-curricular assignments held by parties to this contract will be paid according to this schedule. Vacancies occur due to the resignation or non-rehiring of a coach or advisor. First priority for vacancies will be given to qualified certified staff. Non-certified staff cannot receive more than the stated stipend for the positions.

1. MONTANA HIGH SCHOOL ASSOCIATION SPONSORED SPORTS

 (11-95)

 12% Head Coach

 8% Assistant Coach

 7% Head Cheerleading Advisor

2. SIXTH, SEVENTH AND EIGHTH GRADE SPORTS

 (Football, Boys Basketball, Girls Basketball, Volleyball, Wrestling, Track)

 6% Head Coach (changed 7-19)

 4% Assistant Coach (changed 7-19)

3. MUSIC

 10% Pep Band

 4% K – 12 Instrumental Music

 4% K – 12 Vocal Music

4. PUBLICATIONS

 4% In-Class (High School)

5. ADVISORS

 4% 9th Grade

 4% 10th Grade

 6% 11th Grade beginning 2013 - 2014

 4% 12th Grade

 2% Academic Olympic divided (added 8-91)

 4% Each for 7th & 8th Grade Sponsors

6. CLUBS

 5% High School Drama -- Maximum two (2) productions

 3% National Honor Society

 7% F.F.A.

 7% B.P.A. (changed 2-06)

 7% F.C.C.L.A. (changed 2-06)

 7% Student Council (added 7-19)

FCCLA - Additional Compensation – A five day extended contract will be authorized if the national conference is held during the summer and students qualify to attend.

7. OTHER

 5% Summer Weightlifting Supervisor (added 6-04)

 10% Concessions Manager beginning 2013 – 2014

Volunteer coachesmay be used when all paid positions have been filled.

 A. Volunteer coaches may be given an activity card good for one calendar year in compensation for their time.

 B. Certified staff cannot be assigned, but may volunteer for, a volunteer coaching position.

 C. All coaches will be evaluated in the same manner.

D. Certified staff will receive a complimentary pass for her/himself. A complimentary pass for a guest will also be provided to the staff member if she/he:

 1) Serves as a coach in two or more MHSA Sanctioned Activties at the 6 – 12 grade level.

2) Volunteer service at two (2) or more extra-curricular events, [example: sell tickets, take tickets, line judge, keep official book, run clock, judge at speech event, etc.].

3) The employee must establish dates of service with the activities department before guest pass will be distributed.

4) If employee does not fullfill her/his obligation for receiving a guest pass, a guest pass will not be an option for that employee to receive in subsequent years until the missed duties are made up.