



MASTER AGREEMENT

between
**BOARD OF TRUSTEES
THOMPSON FALLS
SCHOOL DISTRICT No. 2**
and
**THOMPSON FALLS
EDUCATION ASSOCIATION**



**SCHOOL YEAR:
2020-2021**

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MASTER AGREEMENT

Board of Trustees, Thompson Falls School District No. 2
and
Thompson Falls Education Association

This agreement is entered into on this 8th day of September, 2020, by and between the Board of Trustees, School District Number 2, Thompson Falls, Montana, hereinafter called the "Board"; and the Thompson Falls Education Association, hereinafter called the "Association".

ARTICLE 1 - RECOGNITION AND DUES/FEES DEDUCTIONS

- A. Association Recognition: The Board hereby recognizes the Association as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit. The Board agrees not to bargain with or recognize any other organization purporting to represent the members of the appropriate unit for the duration of this Agreement.
- B. Appropriate Unit: The Association shall represent members of the appropriate unit which shall consist of all teachers of the District who are certified in Class 1, 2, 4, 5 or 6 as provided in Section 20-4-106, MCA, and whose position calls for or requires such certification and/or license, or those positions that have heretofore been included in the appropriate unit, but shall exclude the following: superintendent, principals, assistant principals, supervisors as defined in Section 39-31-103, MCA, and all other employees.
- C. Dues Deduction Authorized: The Board agrees to deduct in ten equal installments from the salaries of all teachers such monies for annual membership in the Montana Federation of Public Employees (National Education Association, Montana Education Association, and Thompson Falls Education Association) as said teachers individually authorize the Clerk to deduct as provided by law. Deductions for teachers who submit their authorizations to the Clerk after September 15 shall be prorated so that the full amount is deducted, in equal payments, by the end of the year. Nonassociation members may authorize the deduction of the professional representation fee in this same manner.
- D. Notification of Dues: The Association will inform the Clerk of the current rate of annual membership dues after requesting a list of names, salaries, and contact information no later than September 10th of each school year.

ARTICLE 2 - ASSOCIATION AND TEACHER RIGHTS

- A. Right to Organize: The Board agrees that individual teachers shall have the full freedom of association, self-organization, and the designation of representatives of their own choosing, to negotiate the terms and conditions of their employment, and that they shall be free from interference, restraint or coercion

by the Board, or its agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

- B. **Pertinent Information:** The Board agrees to furnish to the Association upon request all information concerning the financial resources of the District, including, but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, names and addresses of all teachers and regular substitutes, salaries paid thereto and educational background, and such other information as the Association deems necessary.
- C. **Association Business:** The Association shall have the right to use school facilities and equipment when such equipment is not otherwise in use and with prior approval from the building principal. The building principal will be provided five (5) days notice of a request to use the facility. The Association shall pay for reasonable cost of all materials and supplies incident to such use, and any and all damage that may result from such use. The Association may post on the bulletin board in each lounge normally used for employee notices, place notices of meetings in mailboxes, and use the computer network for Association communications with the understanding that such communications are not private.
- D. **Association Leave:** The District shall allow up to four (4) aggregate days per year for leave for Association business. The request for such leave shall be from the President of the bargaining unit to the Superintendent, who may deny such leave when in his/her opinion the grant of such leave may place an undue burden on the operations of the District. This leave shall not be cumulative. The Association shall reimburse the District for the cost of substitutes.
- E. **Citizenship Rights:** The Board recognizes the teachers' full rights of citizenship and no religious, political, or personal activities of any teacher or lack thereof shall be grounds for any discipline, discrimination or termination, as outlined by state and federal law.
- F. **Association Activities:** The Board will not discriminate against any teacher with respect to wages, hours, fringe benefits, or other conditions of employment because of his or her membership in the Association or participation in any of its legal activities, including negotiations with the Board; nor shall the Board discriminate against any teacher because of his or her involvement in the processing of a grievance under Article 3, either as a grievant or as a witness.
- G. **Appearance Before Employer:** A teacher shall be entitled to have present a representative during any appearance before the Board or its agents. A teacher shall be given prior notice for such a meeting.
- H. **Uniform Application of Rules and Regulations:** All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District to the extent possible and with the use of common sense.
- I. **Just Cause:** Tenured teachers shall be disciplined or discharged only for 'just cause'.
- J. **Family and Medical Leave Act:** The Family and Medical Leave Act (FMLA) will be followed according to federal statutes.
- K. **Civic Duty Leave:** Temporary civic leave at full salary will be provided for appearances as a witness under subpoena and jury duty, and for each teacher who has been employed for a period of at least six months

for military service, National Guard or Reserve training and/or encampments. All compensation and adjustments shall be made in accordance with Montana law.

ARTICLE 3 - GRIEVANCE PROCEDURE

The Board and Association agree that a grievance committee of teachers to discuss the grievance might be beneficial to the District before the aggrieved person goes to Step 1.

- A. Definitions: A "grievance" is defined as an alleged violation of any of the express provisions of this Agreement. Either an individual or the Association may file a grievance. "Working days" are regular Unit work days.
- B. Right to Representation: An Association representative is entitled to be present at any formal step of this grievance procedure. The Board is entitled to be represented by anyone designated by the Board.
- C. Informal Process: Nothing contained herein shall prevent an employee from discussing a potential grievance with his/her supervisor and having the matter remedied in an informal procedure provided that the remedy is consistent with the terms of this Agreement.
- D. Formal Procedure:
 - 1. STEP ONE: In order to be valid for consideration, a grievance must be presented within 15 working days of the event which gave rise to the grievance. If a teacher is unable to work out the problem with their principal, the teacher will reduce the grievance to writing. The written grievance shall be presented to the teacher's principal for his/her consideration. After the grievance is presented, the principal shall have five working days to respond in writing to the grievant.
 - 2. STEP TWO: If within five working days of the receipt of the principal's response at step one, the grievant is not satisfied with the response, the grievant may petition the Superintendent in writing advising that the grievant is moving the grievance to step two. The Superintendent shall have five working days after the date of such notice to set up a meeting with the grievant to discuss the matter. The Superintendent shall have five working days from the date of such meeting to respond in writing to the grievant.
 - 3. STEP THREE: If the grievant is not satisfied with the response of the Superintendent at step two, he/she shall have five working days from such written response to notify the Board in writing of a desire to move the grievance to step three. After such written notification is received by the Board, the matter will be placed on the agenda for the next Board meeting. The written response by the Board will be provided the grievant within ten days from the date of the next Board meeting following the meeting during which the grievance was heard.
- E. Arbitration: If within 10 working days after receipt of the Board's decision at step three, the grievance response by the Board is not acceptable to the Association, the matter may be referred by the Association to final and binding arbitration in the following manner:
 - 1. Within ten working days of receipt of the Board's response at step three, the Association will notify the Board of its intent to submit the grievance to arbitration.

2. If such notice is given, the parties will submit a request to the Montana board of Personnel Appeals for a list of seven qualified arbitrators, all of whom will be members of the Arbitration Association and/or the Federal Mediation and Conciliation Service.
 3. By mutual agreement, a hearing may be avoided and the parties shall brief the matter to the arbitrator at his\her location. A briefing schedule shall be established in such cases by mutual agreement, or by the arbitrator if the parties cannot agree. When a hearing is held, the arbitrator selected will conduct a hearing on a date acceptable to the parties and shall issue a written decision within 30 days of the close of the hearing. The arbitrator may issue an immediate decision to the parties, with his/her written decision to follow.
 4. The parties shall equally pay the expense and charges of the arbitrator. The parties shall each pay their own costs for representing their respective cases. The parties may be represented during the arbitration process by representatives of their choice.
 5. The arbitrator shall have no authority to modify, add to, or subtract from the terms of this Agreement. This arbitration provision is for grievance arbitration and there shall be no interest arbitration.
- F. Form: All grievances must be submitted, answered and appealed on the Grievance Report Form, attached as Appendix D.
- G. Time Limitations and Waiver: Grievances must be filed and advanced in accordance with the time limitations contained herein. If the time limitations are not complied with, the right to pursue the grievance further is immediately waived. If the District fails to respond within the established time limits, the grievance will automatically advance to the next step. Time limitations may be waived or extended only by mutual written agreement by the parties.
- H. Election of Remedies and Waiver: After a grievance has been submitted to arbitration, the grievant and the Association waive any right to pursue against the District an action or complaint that seeks the same remedy. If a grievance or the Association file a complaint or other action against the District, arbitration seeking the same remedy may not be filed or pursued.
- I. No Strike, No Lockout: The Board and the Association agree that all differences between them over this Agreement shall be resolved by the orderly procedures provided herein, and during the period of this Agreement, per Article 17, Section A, the Association will not conduct or encourage a work slow down, or other concerted activity designed to reduce the normal work performed by employees, and the Board will not lock out employees.
- J. Rights: There shall be no reprisals by the District or the Association against any party of interest or witnesses as a result of his/her participation in the process. The District agrees to store all grievance documents separately from individual staff personnel files.

ARTICLE 4 - TEACHER EVALUATION

- A. Evaluation Instrument: Evaluation Instrument: In collaboration with the Mid-continent Research for Education and Learning (McREL) group, Thompson Falls School District developed a comprehensive,

research based teacher evaluation instrument for Thompson Falls Schools. This instrument was agreed upon by the Association and Board, and will be reviewed by a committee consisting of at least two classroom teachers selected by the Association and two administrators and/or Board members at least every ten years who shall make recommendations to the Association and the Board. The final selection of the instrument shall be made by the Board of Trustees.

- B. Areas of Evaluation: Teachers shall be evaluated in their areas of certificate endorsement only, or, if their position does not require certification, in their major/minor fields of study.
- C. Conditions and Process of Evaluation: All monitoring or observation of the teacher's activities shall be conducted openly and with the teacher's full knowledge and awareness. The evaluation instrument may include information received from both scheduled and unscheduled visits to include informal observations since the teacher's last evaluation instrument.
- D. Number of Evaluations:
 - 1. Evaluation will continue regularly throughout the teacher's service, although the supervisory burden will naturally be greater in the early years of teaching service.
 - a. Nontenure teachers shall receive the formal evaluation instrument at least twice yearly with the first one being completed prior to Christmas vacation and the second one completed prior to the April school board meeting.
 - b. Tenure teachers shall receive the formal evaluation instrument at least once every three years prior to May 1st.
 - c. Informal observations (IEP meetings, parent meetings, interaction with other staff and students, attendance at meetings, meeting deadlines, parent feedback, classroom management, instructional strategies, etc.) should be done on a regular basis with feedback given to the teacher.
 - 2. No teacher shall be evaluated on professional performance except after fair and reasonable observations of the work of the teacher by the supervisor charged with the responsibility of evaluating that teacher.
- E. Evaluation Conference: At a conference the teacher will be provided a copy of any class visit report, evaluation report or recorded observations prepared by the evaluator.
- F. Notice of Replies to Reports:
 - 1. All observations, evaluations, and conference reports shall be signed by the teacher to signify the teacher's having seen and read it prior to placement in the teacher's personnel file. No such reports shall be maintained unless they are disclosed to the teacher and included in said teacher's personnel file.

2. After receiving any observation, evaluation, or conference report, a teacher may submit comments regarding the report which shall be attached to the report in that teacher's personnel file and considered with the report.
 3. Any complaint regarding a teacher made by any parent, student, or other person which may be used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher and the teacher shall be given an opportunity to respond to and/or rebut such complaint.
 4. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless it is signed by the author, and unless the teacher has had an opportunity to read the material and respond to it.
- G. Improvement of Professional Performance: Should deficiencies be recorded in the work performance of a teacher the evaluator shall provide written, specific, reasonable recommendations and advice on how the teacher's performance may be improved.
- H. Open Personnel Files: Access to personnel files shall be limited to the Board, the administration, and to the teachers to whom the files refer. Teachers shall have the right, upon request, to review the contents of their personnel files and to receive at no cost a copy of any documents contained therein. No secret, duplicate, alternate, or other personnel file shall be kept by the Board or administration.

ARTICLE 5 - RESIGNATION OF PROFESSIONAL STAFF MEMBERS

Tenure and non-tenure contracts must be issued and returned according to state law. Any Certified staff member who wishes to be released from a signed contract or requests an extension must obtain approval from the Superintendent. The needs of the District and staff member making the request will be taken into consideration.

ARTICLE 6 - ASSIGNMENTS, VACANCIES, TRANSFERS

- A. Assignments:
1. Except in cases of emergency as determined by the Superintendent, all teachers shall be given written notice of their schedules (grade level and/or subject/course assignments) or changes in schedules for the forthcoming year at least thirty days prior to the start of the school year, or where applicable with semester course changes (at the high school, for example), twenty days prior to the start of the semester.
 2. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education and driver education, shall not be obligatory but with the consent of the teacher affected. A normal schedule includes such duties as Parent/Teacher conferences, Child Study Teams and Individual Education Plan meetings. In making such assignments, preferential consideration will be given to teachers based on their seniority in the District. Seniority is defined as total length of consecutive teaching service with the District.
- B. Vacancies:

1. A vacancy is any position, previously held by a teacher or supervisor or newly created by the District, including extra-duty position.
 2. Whenever a vacancy occurs the Board or its agent shall post notice of same on at least one bulletin board in each school building within two days after vacancy and communicate through a group e-mail to certified staff. It is the employee's responsibility to ensure they are receiving group e-mails from office. Such notices need be posted only during the regular 187 day school year. Notices will be posted at the High School at all times vacancies occur. If circumstances occur that do not allow for posting to occur then the superintendent will contact the Association President for permission to not post the vacancy.
- C. Transfers: The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Voluntary requests by a teacher for transfer to a different grade level, building or position shall be made in writing to the building level administrator who will forward it to the superintendent. Voluntary transfers shall be granted on the basis of seniority among the qualified applicants. Should the Board or its agent deny a request for either an involuntary or a voluntary transfer then it will, within ten days, provide the teacher a written statement of its decision together with written reasons therefore. Nothing herein shall serve as a limitation on the District's rights to select an internal or external applicant.
- D. Class Reductions: When K-6 classes are reduced in number, the teacher or teachers with the least seniority, if not requesting a voluntary transfer, will be involuntarily transferred to a position in which they are certified. When this is used in conjunction with the R.I.F. procedure this shall not operate contrary to the principle of layoff by least seniority and certification in Article 7.

ARTICLE 7 - REDUCTION IN FORCE

- A. Layoff: Necessary staff reductions will be achieved through the following steps, in the order listed:
1. Normal attrition from retirement and resignation;
 2. If further reductions are required, non-tenure teachers will be released before tenured teachers. Non-tenured teachers will be reduced on the basis of certification and seniority, provided that nothing in this section shall be construed as to restrict the Board in its statutory authority (MCA 20-4-206) to non-renew the individual contracts of non-tenured teachers.
 3. Tenured teachers will be released only when programs are reduced or eliminated to the extent that their services are no longer required and only when their certification prohibits transfer to another subject or grade level area. The basis for release of tenured teachers will be seniority and certification.
 4. Teachers released through the process described above will be recalled for re-employment in the reverse order of release based on seniority and certification. K-8 elementary classroom teachers will be re-employed as any K-8 classroom becomes available. Re-employment rights shall automatically cease twenty-four (24) months from the date of layoff.
 5. In the event this R.I.F. policy must be utilized, staff members who would be affected will be notified in writing in accordance with the provisions of State statute.

6. In the event this R.I.F. policy must be utilized, insurance benefits shall remain in effect as per Article 15(A) of this Agreement, through September 1 of the following school year.

Final authority for staff reduction rests with the Board, and such reductions, if necessary, shall be achieved within the limits of relevant school laws.

- B. Seniority: Seniority shall be defined as the length of continuous service with the District as a teacher, beginning with the date of the Board's approval of the initial contract of employment. In the event of a tie in seniority, the release will be determined by preparation level. The teacher with the least number of credits, as shown by placement on the salary schedule, would be the first released.
- C. Part-time Teachers: The average amount of hours on the school grounds for a teacher per day, multiplied by the number of days worked in the school year, divided by 1,040 hours, will determine a seniority/pay scale coefficient. A teacher's pay will be the exact decimal multiplied by the amount on the salary schedule that the teacher is qualified to receive according to the contract. Two years of less than 0.5 experience would count as one full year for seniority/pay. If the coefficient is 0.5 or greater, then the teacher will receive one year for moving on the salary scale and seniority list. Teachers who are asked by the District and who voluntarily agree to teach a class at grades 7-12 during their preparation period will use the formula in this section.

ARTICLE 8 - TEACHER WORK LOAD AND CONDITIONS

- A. Basic Teacher Work Day: The basic work day for teachers will be 8:00 a.m. to 4:00 p.m. Monday through Thursday. Dismissal on the last student day of the week will be with the departure of buses. Exceptions during the work week are Child Study Teams and Individual Education Plan meetings with parents and P.I.R. activities and staff meetings.
- B. Travel: Teachers who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel. Reimbursement shall be provided for such travel as per 13(F).
- C. Faculty Room: The District will continue to provide "faculty rooms" for the use of teachers.
- D. Lunch Break: All K-8 teachers shall receive a daily, duty free, uninterrupted lunch/noon recess of forty minutes or the student lunch period, whichever is greater. In the event that more supervision is needed, the elementary teachers will be given the option to cover noon-time duty (see E, below).
- E. Pay: Pay for elementary staff to perform certain supervisory duties will be \$4.00 per session (supervising the lunchroom is considered one session and supervising the playground is considered one session). Payment will be made in one check at the end of the school year. Certified staff who supervise 7-12 students while they eat during their lunch time will be given a free lunch.

ARTICLE 9 - TEACHER WORK YEAR

The basic teacher work year is 187 days, of which 177 are pupil-instruction days, seven are pupil-instruction related days, and 3 are teacher development days. The Board shall establish an advisory committee to evaluate the District's professional development plan and recommend plans for subsequent years.

ARTICLE 10 - SPECIALIZED ELEMENTARY TEACHERS

If finances are available, the Board will employ a sufficient number of specialized elementary teachers to teach all music, physical education, art and library classes.

ARTICLE 11 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. School Board Responsibilities: The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Pupil Assaults on Teacher: Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall promptly render all reasonable assistance to the teacher in connection with handling of the incident. Refer to M.C.A. 20-4-303.

ARTICLE 12 - LEAVES OF ABSENCE

Introduction: All leaves granted under this provision will be in units of a full day or half day. Personal and professional leaves will be granted at the discretion of the Superintendent during the opening week or closing week of the school year, the closing week of the first semester and the opening week of the second semester, and the day before or the day after any holiday or vacation.

- A. Professional Leave:
 - 1. Short Term: Temporary leave at full salary may be provided for each teacher for visitation of other schools, attendance at educational conferences, serving on committees, serving duties as professional elected officers, and attendance at professional association conferences, conventions, and assemblies, if approved by the administration.
 - 2. Extended:
 - a. Non-Compensated:
 - (1) Teachers in the District will be granted the opportunity to take one year leave for the purpose of educational advancement. Educational leaves will be granted for one person per year on a no pay basis. The teacher wishing to utilize this leave must notify the District superintendent of his/her intent by contract time (February 1) of the year while taking leave.
 - (2) Tenured teachers in the District will be granted the opportunity to request an extended leave of absence for up to one year for personal reasons. The decision to grant this leave will be left to the discretion of the administration and school board.

- (3) The teacher must notify the District Superintendent of his/her intent to return to the District by contract time (April 1) of the year while taking leave.
 - (4) The teacher would not gain a year or years experience for the absence of a year on the salary schedule. The teacher may remain on the group health plan and will pay the full premium amount.
 - (5) The teacher will not lose tenure or years experience rights should that teacher decide to return to School District No. 2 to teach.
- b. Compensated Sabbatical Leave: Sabbatical Leave: Sabbatical leaves of absence for a maximum of one year can be granted to a certified employee, with degree, upon compliance with the formal requirement of notice, subject to the following conditions and subject to approval by the Board:
- (1) Sabbatical leave shall be granted for purposes of study after a teacher has served a minimum of seven years of continuous service in the District.
 - (2) Requests for such leave shall be in writing and received in the District office by April 1st, prior to the contract year being requested.
 - (3) A teacher on sabbatical leave shall be paid a salary equal to 50% of the base salary during the year while on leave. This amount will be paid in equal payments on the same pay day as the regular teachers in the District.
 - (4) The teacher will agree to remain in the system a minimum of one year after completion of the leave. In the event of failure of the teacher on sabbatical leave to sign an offered contract in the District, said teacher shall pay the District monetary compensation equal to the sabbatical compensation plus District health insurance contributions during the sabbatical leave.
 - (5) The participant will have the option of remaining covered by the group health insurance plan. Total costs for such coverage will be incurred by the District.
 - (6) The year which a teacher is on sabbatical leave shall only be counted as a year of experience for purposes of advancement on the salary schedule if it can be shown that there is a continuance of working with students during the sabbatical leave; however, the teacher shall not lose tenure or seniority. This decision would be made prior to the acceptance of the sabbatical leave by the Board.
 - (7) The District will examine each request for sabbatical leave and will determine whether which requests, if any, will be granted, based on the abilities of the District to grant the leaves and the merits of the requests.
 - (8) A teacher returning from sabbatical leave will be given his/her former position back, or a like position, unless said teacher is subject to the Reduction In Force policy.

B. Personal Leave: Teachers will be granted four days of personal leave per year with pay. Unused personal leave will be carried over to the next school year to a maximum of seven days. (The carried-over seven days will be added to the new four days for a beginning balance of eleven days.) Unused personal leave over the maximum of seven days will be transferred to the teacher's sick leave balance at the end of the school year.

C. Sick Leave:

1. All certified personnel are entitled to sick leave privileges on the basis of ten days per year accumulative to 140 days. Ten additional sick days can be accumulated during the current teaching year but maximum carry over is 140 days.
2. The Superintendent may require a medical certificate or statement from any teacher claiming sick leave when out of town.
3. Sick leave will be granted for the sickness of the teacher and for absence resulting from the sickness of members of the immediate family as defined below.
4. Sick leave can be utilized for all medical appointments.
5. A teacher who is unable to teach because of illness or disability and who has exhausted all sick leave available shall be granted a Leave of Absence without pay for the duration of the illness or disability, not to extend beyond the first school day of the next contract period
6. The Association will establish a sick leave bank for those certified staff that want to participate in it. A staff member who wishes to join must sign an agreement during the first week of employment each school year. Certified staff would initially donate two days of sick leave to the sick leave bank in order to be qualified to use sick leave bank. When the sick leave bank has less than twenty days in it, each qualified certified staff member will be asked to donate one day to the bank in order to remain qualified. A qualified certified member who has used up all of his/her earned sick leave will be eligible to submit a request to the Association for sick leave. No more than thirty days of sick leave can be received from the sick leave bank by a qualified member during one school year. The Association will notify the District Clerk concerning all sick leave donated to a qualified member from the sick leave bank prior to the employee returning to work.
7. Teachers may sell back their sick leave at the amount of a substitute salary per day those days accumulated above 140. The District must be notified of the teacher's intent by May 1st.

D. Bereavement and Family Illness: Teachers shall be allowed five days at full pay for absence from school for each occurrence of death in the teacher's immediate family. Additional time up to five days, if requested by teacher, shall be first deducted from Personal Leave and then Sick Leave. Teachers shall be allowed three days absence for each occurrence of illness or accident that requires hospital attention of the teacher's immediate family only after all sick leave and personal leave have been used. The "immediate family" is defined as father, mother, sister, brother, spouse or domestic partner, children, grandparents, or grandchildren. This relationship may be by either affinity or consanguinity.

E. The district will comply with the Family Medical Leave Act.

ARTICLE 13 - PROFESSIONAL COMPENSATION

- A. Basic Salary Schedule:
1. The adopted salary schedule (Appendix B) lists the basic salary for 187 duty days.
 2. Teachers involved in voluntary, extra-duty assignments shall be compensated in accordance with the extra-duty schedule contained in this Agreement. (Appendix C)
- B. Extended School Year:
1. Compensation for an extended school year will include the basic salary plus 1/187 of the basic amount for each additional day.
 2. The individual contract of employment lists the basic (187 day) salary plus the pay for additional days.
- C. Recognition for Experience: All teachers shall be given full credit on the salary schedule for all in-District teaching experience and for up to ten years of prior teaching experience in any other school district accredited by a recognized accrediting agency.
- D. Recognition for Additional Preparation:
1. All credits acceptable toward Montana teachers' certification or renewal of teaching certificates will be accepted as additional professional preparation to advance the teacher's preparation status on the salary schedule. A semester credit is worth 15 renewal units and a quarter credit is worth 10 renewal units. No more than 30 renewal units can be used for advancement to each of the B.A. +1 through B.A. +3 salary step levels. (8 Semester or 12 Quarter credits may be combined with 30 renewal units for advancement)
 2. Documentation of additional professional preparation, if sufficient to advance the teacher's preparation status, shall be submitted to the superintendent not later than the 20th day of September. This documentation will be in the form of an official transcript, or course grade slips. However, the official transcript need not be presented prior to November 1. When the transcript is presented, the increased salary will commence and be paid retroactive to the beginning of the school year.
 3. For budgetary construction purposes, any teacher who plans on obtaining additional credits/renewal units for the purpose of moving on the salary schedule must notify the Superintendent in written format by no later than March 10 of such intent or that teacher will not be paid for those credits/renewal units earned until a full school year has passed.
 4. In moving from one preparation column to another, a teacher will move to the next column and down the appropriate experience step.
 5. Teachers shall be allowed to take the courses on-campus, off-campus or through correspondence.

6. The minimum number of credits required shall be 60 OPI renewal units or any combination of OPI renewal units and semester/quarter college credits. This requirement shall change only if the requirement for certification of teachers is changed by state statute.
7. All credits earned for the B.A. + 4 (pay scale same as M.A.) and M.A. + 1 steps must be graduate credits with at least half of these credits related to classroom duties; i.e.: immediate classroom duties, teaching major or minor, classroom management (discipline, counseling, methodology), and curriculum.

E. Pay Periods:

1. Teachers may individually elect to receive their contract salary in ten or twelve equal installments. If they choose 12 payments, starting in September of the school year, they shall receive a three-month payment for the balance of their contract after final check-out procedures have been completed.
2. Payroll checks shall be issued on the 20th day of each month. If the 20th falls on a day when school is not in session, teachers shall receive their payroll checks on the last previous day that school is in session.
3. Extra-duty pay may be averaged into the monthly pay or taken in a lump sum at the end of the teacher's extra-duty, at the teacher's option.

F. Mileage Reimbursement:

1. Employees required to drive their personal vehicle for authorized school business shall receive a mileage reimbursement, for the distance actually traveled, at a rate equal to the mileage allotment allowed by the United States Internal Revenue Service for the current year, for the first 1,000 miles and three cents per mile less for all miles thereafter traveled within a calendar month.
2. When an employee is authorized to drive their personal vehicle, even though a District owned or leased vehicle is available, a rate of three cents less per mile than the mileage rate allowed by the United States Internal Revenue Service for the current year shall be paid.
3. Liability coverage shall be provided under the District's blanket liability insurance program, which shall be second coverage after the individual's own insurance policy is utilized.

ARTICLE 14 – ABOVE SCHEDULE ALLOWANCES FOR EXTRA DUTIES

- A. Indexed Schedule: The attached schedule (Appendix C) shall be used to determine above-schedule allowances for performing extra duties. Each index value is multiplied by the base (BA minimum) of the teacher salary schedule to obtain dollar amounts.
- B. Extra-Duty Contracts: Teachers who accept an extra-duty activity which pays a stipend will be issued a contract for such activity, separate and apart from the teacher's regular teaching contract.
- C. Staff Mentorship Program: The attached schedule (Appendix E) shall be used to determine allowances for participation in the mentorship program. Coordinator allowance is multiplied by the base (BA

minimum) of teacher salary schedule to obtain dollar amounts. Mentor, protégés, and participants in mentor training shall receive a stipend in addition to regular teacher salary.

ARTICLE 15 – FRINGE BENEFITS

- A. Health Insurance: A comprehensive family major medical program, with a tiered, fixed dollar contribution toward medical premiums will be provided by the Board monthly as follows:

	2020-2021
Employee Only	\$434
Employee + Children	\$717
Employee + Spouse	\$867
Family	\$1,170

The total amount above the District’s contribution will be deducted from the teacher's salary following the guidelines of the I.R.S. "cafeteria plan" program, and the payroll checks will be figured on the reduced amount. Should the medical only insurance premium for the contracted school year increase by more than 12%, this Section may be reopened for renegotiation for that school year, at the request of either party. If an employee selects an available High Deductible Health Plan with a premium cost less than the district’s contribution, then the District will contribute the difference in the costs that would have been paid towards the major medical to an employee’s Health Savings Account (HSA).

Example: An employee’s monthly medical premium is \$400.00 and the district’s monthly contribution is \$450.00, the district will deposit the difference of \$50.00 per month or \$600.00 annually into the employee’s HSA. The District's share to the HSA will be deposited at one time as early as possible under federal and state laws.

An employee may elect additional monthly HSA contributions through payroll deduction in ten (10) or twelve (12) deductions depending on pay period installment option selected by the employee (see Article 13.E.1). If electing the twelve (12) installment option, HSA contributions shall reflect changes made during open enrollment and be administered beginning with the summer paychecks (July and August payroll).

- B. Life Insurance: The Board shall provide term life insurance included in the ceiling rate above, without cost to members of the bargaining unit in an amount equal to \$5,000.00.
- C. Selection of Carriers: All insurance program carriers shall be mutually selected by the Board and the Association after program specifications have been agreed to through the negotiating process.
- D. Retired Teacher Benefits: Retired teachers shall be eligible to utilize a conversion policy with the existing carrier but shall pay the entire premiums for such coverage, as per 2-18-704, M.C.A.
- E. Departing Teacher Benefits: Teachers leaving the District shall be eligible to retain insurance coverage through the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) but shall pay up to 102% of the premium for such coverage. Continued coverage is allowed up to 18 months for workers and three years for dependents; then a conversion policy may be utilized through the existing carrier.

- F. Denial of Claims: The District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim may be made against the school District as a result of denial of insurance claims by an insurance carrier.
- G. Sick Leave Payoff: Staff who resign from the District will be paid for unused sick leave at a rate of: 0-10 years in the district - (1.5 % times years in the district) of daily salary for each sick day; more than 10 years in the district B (2.0 % times years in the district to a maximum of 40 percent) of daily salary for each sick day. The District's financial status would determine whether the pay off would occur from the fiscal year resigned, or on July 1 of the following school fiscal year.
- H. Retirement Package: Employees who can retire under the Montana Teachers Retirement System after reaching a total of 25 years of qualifying credit or have reached the age of 60, and who have taught in the District for at least 15 years, qualify for a retirement package. The qualified staff member as outlined above must provide evidence of the execution of TRS retirement during the year retired and notify the Board of Trustees by the April School Board meeting. The dollar amount shall be 40% times the base salary of the school year retired plus \$100 times the number of sick leave days or .83 times the Base Salary whichever is greater. This shall be paid at the option of the District either during the last school year employed or shortly after July 1 of the first year of retirement. The staff member is not eligible for the sick leave payoff option incentive (Article 15, Section G) if Article 15 (H) is used by the retiree.

Those staff employed during the 2005-06 school year would be grand-fathered under the Association Contract of 2005-06 for Article 15 (H) in regards to the required consecutive years. They would only need 10 consecutive years.
- I. National Board Certification: Any teacher who receives National Board Certification will receive a stipend of \$2,000 upon producing evidence of such certification to the District, and will be moved one additional educational lane on the salary schedule. If such movement is not possible on the schedule, a prorated salary shall be provided (would allow the B.A. +4 to go to M.A. +1 and M.A. +1 to extrapolated M.A. +2).
- J. Retirees: Members of the bargaining unit who retire from the District and at the same time exercise their TRS retirement, shall be given a life time pass to home District school activities.
- K. Athletic Events: Certified staff will be given passes to school events.

ARTICLE 16 - EFFECT OF AGREEMENT

- A. School Board Policy: This agreement is part of Board policy, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. Changes in Agreement: For the term of this agreement no change shall be made in any provision of this agreement or in any other working condition that is a mandatory subject of bargaining, unless by mutual consent of the parties hereto.
- C. Compliance of Individual Contract: Any individual contract between the Board and a teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

- D. Savings Clause: If any provision of this Agreement or any application thereof to any teacher is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party, negotiations shall immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties.
- E. Management Rights: It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and educational activities of its employees. The Board retains all functions and rights not specifically limited by this agreement.
- F. Duplication and Distribution: Copies of this Agreement shall be printed at the expense of the Board within thirty days after the Agreement is signed. Copies shall be presented to all teachers now employed and hereafter employed. The Association shall be provided five copies of this Agreement.

ARTICLE 17 - DURATION OF AGREEMENT

- A. Effective Period: This Agreement shall be effective as of July 1, 2020 and shall continue in full force and effect until June 30, 2021.
- B. Renewal and Reopening of Agreement: This Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless either party gives notice to the other party, not later than 120 days prior to the expiration date or any anniversary thereof, of its desire to reopen certain provisions of the Agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions. In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the termination date of this Agreement.

C. Signatures:

In Witness Thereof:

FOR: BOARD OF TRUSTEES,
THOMPSON FALLS SCHOOL
DISTRICT No. 2

FOR: THOMPSON FALLS EDUCATION
ASSOCIATION

Pandra Muster

Board Chair

[Signature]

Unit President

Stacy Yelner

District Clerk

[Signature]

Unit Secretary

APPENDIX B - SALARY SCHEDULE

School Year 2020-2021

BASE	1%	1.50%	2%	2.50%	3%		
\$ 30,200.00	\$ 302.00	\$ 453.00	\$ 604.00	\$ 755.00	\$ 906.00		
Across of base =	100%	103.40%	106.90%	110.30%	113.80%	113.80%	117.20%
Down of base =	4%	4.40%	4.70%	5.10%	5.40%	5.40%	5.80%
*AVERAGE ANNUAL INCREASE BASED ON PRIOR YEARS EARNINGS IS 3%, DEPENDING ON LOCATION OF STAFF MEMBER							
*All staff come in with three steps/ (2 years of experience) and advance							
YEARS	B.A.	B.A. +1	B.A. +2	B.A. +3	B.A. +4	M.A.	M.A. +1
0	\$ 30,200.00	\$ 31,226.80	\$ 32,283.80	\$ 33,310.60	\$ 34,367.60	\$ 34,367.60	\$ 35,394.40
1	31408	32555.6	33703.2	34850.8	35998.4	35998.4	37146.0
2	32616	33884.4	35122.6	36391.0	37629.2	37629.2	38897.6
3	33824	35213.2	36542.0	37931.2	39260.0	39260.0	40649.2
4	35032	36542.0	37961.4	39471.4	40890.8	40890.8	42400.8
5	36240	37870.8	39380.8	41011.6	42521.6	42521.6	44152.4
6	37448	39199.6	40800.2	42551.8	44152.4	44152.4	45904.0
7	38656	40528.4	42219.6	44092.0	45783.2	45783.2	47655.6
8	39864	41857.2	43639.0	45632.2	47414.0	47414.0	49407.2
9	41072	43186.0	45058.4	47172.4	49044.8	49044.8	51158.8
10	42280	44514.8	46477.8	48712.6	50675.6	50675.6	52910.4
11	43488	45843.6	47897.2	50252.8	52306.4	52306.4	54662.0
12	44696	47172.4	49316.6	51793.0	53937.2	53937.2	56413.6
13		48501.2	50736.0	53333.2	55568.0	55568.0	58165.2
14			52155.4	54873.4	57198.8	57198.8	59916.8
15				56413.6	58829.6	58829.6	61668.4
16				57953.8	60460.4	60460.4	63420.0
17	45904	49709.2	53363	59161.8	61668.4	61668.4	64628.0
20	46508	50313.2	53967	59765.8	62272.4	62272.4	65232.0
	1st Career Inc.	17 + Years	4% of base		DRP	333.01	348.83
	2nd Career Inc.	20+ Years	6% of base				
Bonus from 2009-10	\$ 503.00						
*Curriculum rate is \$20 for approved work. *Instructor rate, \$25 an hour if teaching a professional development beyond contract time.							

For the 2020-2021 school year, each 1 FTE certified teacher will receive a one-time only Five Hundred Dollar (\$500.00) stipend, pro-rated for less than 1 FTE. This amount will not count toward the definition of same salary as defined in Section 20-4-203, MCA.

In any year that the Association accepts a 0% increase in the Base Salary, a one-time stipend may be distributed to those staff not recognizing a step, lane, or career increment.

New hires will be not be placed lower than the "Year 2" step.

Career Increments: 17 Years Experience = 4% of Base
20 Years Experience = 6% of Base

APPENDIX C - EXTRACURRICULAR SCHEDULE

<u>ELEMENTARY & JUNIOR HIGH SCHOOL</u>	<u>HIGH SCHOOL*</u>
ART IN RESIDENCE \$300	ADULT EDUCATION 10.0%
BOY'S 5-6 BASKETBALL 4.0%	ANNUAL 4.0%
GIRLS' 5-6 BASKETBALL..... 4.0%	ATHLETIC DIRECTOR 17.0%
BOY'S 8 th GRADE BASKETBALL 7.0%	BAND..... 8.0%
GIRLS' 8 th GRADE BASKETBALL 7.0%	BOYS/GIRLS BASKETBALL
BOYS' 7 th GRADE BASKETBALL 6.0%	Head Coach 12.0%
GIRLS' 7 th GRADE BASKETBALL 6.0%	Assistant & JV 9.0%
CHEERLEADER 3.5%	Freshman..... 8.0%
CROSS COUNTRY..... 7.0%	CHEERLEADER 9.0%
DRILL TEAM..... 3.5%	CHORAL..... 3.0%
FUND RAISER..... \$300	CONCESSIONS (Sophomore)..... 10.0%
FOOTBALL	CROSS COUNTRY 9.0%
Head Coach 7.0%	DRAMA (per play)..... \$1,000
Assistant Coach 6.0%	FOOTBALL
GIFTED & TALENTED 4.0%	Head 12.0%
MISSOULA CHILDRENS' THEATER 2%	Assistant 9.0%
SCIENCE OLYMPIAD..... 3%	GIFTED & TALENTED 4.0%
TECHNOLOGY COORDINATOR..... 8.0%	GOLF 9.0%
TRACK	NHS – 5%; & Environthon/Career and Technical Student Organizations/Science Olympiad – 3%
Head Coach 7.0%	PERFORMING H.S. GROUP** 6.0%
Assistant Coach 6.0%	SENIOR Project ADVISORS (up to 6) \$600 each
VOLLEYBALL	COORDINATOR..... 12.0%
Head Coach 7.0%	SPEECH
Assistant Coach 6.0%	Head 9.0%
DISTRICT WELLNESS COORDINATORS (2) 8.0%	Assistant 7.0%
WRESTLING..... 7.0%	STUDENT COUNCIL 5.0%
	TECHNOLOGY COORDINATOR..... 8.0%
	TENNIS & SOFTBALL
	Head Coach 12.0%
	Assistant 9.0%
	(K-12) TITLE IX..... 6.0%
	TRACK
	Head Coach 12.0%
	Assistant 9.0%
	VOLLEYBALL
	Head Coach 12.0%
	Assistant 9.0%
	Freshman..... 8.0%
	WRESTLING
	Head Coach 12.0%
	Assistant 9.0%

**Must practice at least 60 hours after school hours and perform at Music Festival

The Athletic Director and Head High School coaches shall receive a 2.0% increase after ten years of District experience as Head Coach and Athletic Director.

High School and Junior High Career Increment: 10% of activity stipend is added after an employee has completed 4 years at the same activity; 15% is added after the employee has completed 8 years at the same activity; 20% is added after the employee has completed 12 years at the same activity. The District will recognize up to 7 years of out of District Experience in the same activity.

APPENDIX D - GRIEVANCE FORM

GRIEVANCE REPORT FORM	
THOMPSON FALLS SCHOOL DISTRICT No. 2	
Page 1 of 2	
Grievant:	Date of Grievance:
STATEMENT OF GRIEVANCE:	
A. _____ _____	
Contract provision violated: _____	
B. _____ _____	
Contract provision violated: _____	
C. _____ _____	
Contract provision violated: _____ use additional sheets if necessary	
ACTION OR RELIEF REQUESTED: <i>{A, B & C correspond to same above}</i>	
A. _____	
B. _____	
C. _____	
Grievant's Signature: _____	Date given to Principal: _____
PRINCIPAL'S RESPONSE:	
A. _____	
B. _____	
C. _____	
Principal's Signature: _____	Date given to Grievant: _____
GRIEVANT'S RESPONSE:	
A. _____	
B. _____	
C. _____	
Grievant's Signature: _____	Date given to Superintendent: _____

SUPERINTENDENT'S RESPONSE:

A. _____

B. _____

C. _____

Superintendent's Signature: _____ Date given to Grievant: _____

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant's Signature: _____ Date given to District Clerk: _____

BOARD'S RESPONSE:

A. _____

B. _____

C. _____

Board Chair's Signature: _____ Date given to Grievant: _____

DISPOSITION OF GRIEVANCE: Settled: ___ Level 1 ___ Level 2 ___ Level 3 ___ Arbitration

SETTLEMENT: _____

APPENDIX E – Staff Mentorship Schedule

Program coordinator.....	10% of Base Salary
Mentor for teachers with fewer than 5 years experience.... (\$ amount based upon administrative recommendation)	\$500 to \$700
Mentor for experienced teacher with new assignment..... (\$ amount based upon administrative recommendation)	\$300
Attendance at Mentor Training.....	\$300
Protégé.....	\$300