**Collective Bargaining Agreement**

**between**

**BOARD OF TRUSTEES**

**TROUT CREEK SCHOOL DISTRICT NO. 6**

**AND**

**TROUT CREEK TEACHERS ASSOCIATION**

**EFFECTIVE DATES**

**7/1/2020 to 6/30/2022**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES, TROUT CREEK SCHOOL DISTRICT NO. 6**

**AND**

**TROUT CREEK TEACHERS ASSOCIATION, MEA/NEA**

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**PROFESSIONAL NEGOTIATIONS AGREEMENT**

This Agreement is entered into this 14th day of April, 2020, by and between the Board of Trustees, School District No.6, Trout Creek, Montana, hereinafter the "Board"; and the Trout Creek Teachers Association, affiliated with MEA/MFT and the National Education Association, hereinafter the "Association".

**ARTICLE 1 RECOGNITION**

1.1 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 District agrees not to bargain with or recognize any teachers' organization other than the Association for the duration of this Agreement.

1.2 Appropriate Unit Definition: Members of this unit will consist of all contracted teachers of School District No. 6. Administrative and support staff, which includes but is not limited to, administrators, secretaries, district clerks, janitors, cooks, bus drivers, and any person hired temporarily for plant maintenance, will be excluded from the unit.

**ARTICLE 2 AGREEMENT ALL-INCLUSIVE**

2.1 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. For the term of this Agreement, no change will 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 herein. Any amendments agreed upon by both parties will be attached to and made a part of this Agreement.

**ARTICLE 3 NEGOTIATIONS PROCEDURE**

3.1 Meeting of the Bargaining Teams: Requests for meetings from the Association will be submitted to the Board of Trustees Board Chair. Meeting requests from the Board will be submitted to the Association President. Mutually convenient meeting dates and times will be decided at the first negotiating meeting. Meetings will be held within thirty days of the request.

3.2 Records and Materials: Each party will provide the other party with copies of all records and materials referred to in the discussions upon request, unless such materials are confidential, private property, and/or too voluminous to be practically reproduced. The above records and materials may include copies of the preliminary budget, if available.

3.3 First Meeting: The first meeting of the bargaining teams will be to review negotiable requests from the Association. Negotiable requests must be clearly and completely stated to accurately define each subject. If the initial meeting is over three hours in length, upon request by either negotiating team, the meeting will be adjourned for a minimum of forty-eight hours or a maximum of seventy-two hours, unless an alternative time is mutually agreed upon by both negotiation teams.

3.4 Agreements Tentative: All agreements reached during the bargaining are tentative. Once bargaining on all items is completed, the items agreed upon will be included in the final written Agreement for presentation to the Association and Board of Trustees for ratification.

**ARTICLE 4 BOARD RIGHTS**

4.1 The District reserves all rights to determine policy and operate the affairs of the District within the limits of applicable laws and the terms of this Agreement. Said rights shall include, but not be limited to, those provided in 39-31-303, M.C.A.: 1) direct employees; 2) hire, promote, transfer, assign and retain employees; 3) relieve employees from duties because of lack of work or funds, or under conditions where continuation of such work would be inefficient and nonproductive; 4) maintain the efficiency of government operations; 5) determine the methods, means, job classifications and personnel by which government operations are to be conducted; 6) take whatever actions may be necessary to carry out the missions of the District in situations of emergency; and 7) establish the methods and processes by which work is performed.

**ARTICLE 5 ASSOCIATION RIGHTS**

5.1 Association Business: Representatives of the Association and its affiliates will be permitted to transact official Association business on school property, provided that this will not disrupt normal school operations.

5.2 Representation Fee: The Association, as the exclusive representative of all members of the appropriate unit, will represent all such persons fairly. No one will be required to join the Association, but membership in the Association will be made available to all who apply, consistent with the association's constitution and bylaws. No one will be denied Association membership because of race, creed, color, or sex. Every teacher who is not an Association member will, as a condition of employment, pay to the Association a representation fee to be determined by the Association consistent with applicable laws and court decisions. The following language will be inserted into every individual employment contract issued by the district:“In signing this contract the TEACHER authorizes and directs the District to deduct the amount of the Association's representation fee from his/her monthly earnings, and to pay these monies over to the local Association.”

**ARTICLE 6 TEACHER RIGHTS**

6.1 Half time teachers are entitled to:

A. half of the scheduled salary they would receive if full time.

B. half of the Board approved contribution towards health insurance.

C. half of the negotiated personal, professional, sick leave and bereavement days.

D. half of the 225 minutes assured release time each week for planning.

E. the money approved by the board to be spent on miscellaneous supplies and library.

F. If approved by the principal or Board designee, the District may pay lodging, travel and meals for professional leave at 100%.

Expectations of Half-time Teachers:

A. To attend required PIR days regardless of length of time involved. If half-time teachers are required to attend more than three and one-half PIR days, they will receive compensation for the extra days attended.

B. Half time teachers will not be compensated for returning to school for an IEP, child study, faculty or curriculum forum meeting, as these are considered professional duties.

6.2 Time Policy: Teachers will be on duty up to 180 pupil instruction days and up to 8 pupil instruction related (PIR) days. Teachers are required to be at school from 7:45 a.m. until 3:45 p.m., unless cleared in advance by the Principal/Superintendent, Board designee or their designee. On Fridays, except for those Fridays when PIR activities, professional meetings, or staff meetings are planned, the work day will end with the departure of the buses.

6.3 Preparation time: Each full-time teacher will be assured one full class period of release time each pupil instruction day for planning.

6.4 Release Time: The Board recognizes that the primary responsibility of the teacher is to teach, and will organize the school day to ensure that the energy of the teacher is utilized to this end. A schedule to supervise the lunchroom and playground will be developed each year by the Principal/Superintendent, Board designee, or the Board.

6.5 Employee Safety and Well-Being: Employees will not be required to perform any duty or act which threatens physical safety or well being.

6.6.1 Leaves – Absences, Personal Days, Bereavement

Sick Leave: At the beginning of each school year, each full-time employee will be credited with eleven days of sick leave at full salary. Teachers may use sick leave when they, an immediate member of their family, or a domestic partner is ill, has a temporary disabling condition, or hasdoctor/dentist visits. The Board may request a doctor’s slip after four (4) consecutive days off. In the event an employee’s contract is terminated by the application of State law or by mutual agreement prior to the expiration of its term, these days shall be pro-rated on the basis of 1.1 days per month for the months of September through June. Any days owed back to the district, will be withheld from the employee’s final paycheck.

During the school year a teacher may donate days from his/her own accumulated sick leave to another teacher who requires additional days of sick leave beyond what he or she has accumulated.

A teacher taking sick leave will do so in four (4) hour increments.

6.6.2 Family Leave: This agreement will follow the policy of Trout Creek School. This Policy offers seven (7) work weeks of unpaid leave during a twelve (12) month period. Members reserve the right to use accrued paid time as stipulated by Policy 5328 for Family Medical Leave.

Extended Sick Leave: In the event a teacher requires thirty (30) consecutive contract days of leave because of an extended illness or disability, if requested, the teacher will supply a doctor’s statement in support of the need for the leave.

The maximum sick leave carryover at the end of any school year is 52 days. The district will buy back any accumulated sick leave, above the 52 day limit, at a rate of 40% of the total value. If a teacher leaves employment with Board approval, any unpaid sick leave they have accumulated will be paid at a rate of 40% of the total value. Teachers who resign will receive sick leave pay off either in the fiscal year they resign, or on July 1 of the following school fiscal year, at the District’s discretion.

Bereavement: Teachers will be allowed five (5) days at full pay for absence from school for each occurrence of death in the teacher’s immediate family. The

“immediate family” is defined as father, mother,

sister, brother, husband, wife, children, grandparents,or grandchildren. If the teacher wishes to take off additional days during this time, they may either use their sick leave days or personal leave days adding for a maximum of five additional school days.

Personal Leave: Each full time teacher will be granted four (4) days of paid personal leave.

The Principal/Superintendent, Board designee or their designee, will approve or deny leave based on staffing needs and availability of substitute teachers. A teacher taking Personal Leave will do so in four (4) hour increments.

A teacher may begin a school year with a maximum of five (5) personal leave days, if they have one (1) day carried forward from the previous year. At year end, a maximum of four (4) personal days may be carried forward, one (1) day to the next year’s personal leave, and any remaining days will be converted to sick leave. One time during a school year, a teacher may exchange two sick leave days to receive an extra personal day, provided the teacher will have a minimum of ten (10) sick days left in their bank after the trade.

Professional Leave: Each full time teacher will be granted three (3) days of paid professional leave with an option of a 4th day if approved by the Principal/Superintendent or Board designee prior to the workshop. During a Teacher's absence, recess duty will be the responsibility of his or her substitute.

6.7 Permanency of Employment:

During the first three (3) years of employment, a teacher has probationary status. Probationary teachers will be notified on or before the first day of May as to whether they will or will not be contracted for the next school year. The Board will consider evaluations, and administrative recommendations when making its decision to offer a contract to a non-tenured teacher. A teacher receives tenure with acceptance of the fourth consecutive teaching contract with the district. If the Board decides not to rehire a tenured teacher, written notification of that decision must be submitted to the teacher on or before the first day of May. A decision not to rehire a tenured teacher must be based on good cause. Every tenured employee being terminated shall be entitled to all rights under the law.

During the initial employment period, a probationary teacher may take personal time after successfully completing ninety (90) school days of employment. In an extenuating circumstance use of personal time before the end of the ninety (90) day period may be approved by the School Principal.

Certified personnel may be dismissed during the contract year for the following reasons:

a. nonperformance of duty

b. reduced district employment needs

c. insubordination

d. immoral conduct

Evidence of causes of dismissal will be carefully documented.

6.8 Reduction In Force (RIF / Layoff, Termination)

Whenever the certified staff must be reduced in number, the Board will follow these procedures:

It will be the basic policy of the school district that no reduction in the work force will be instituted until other alternatives to accomplish the desired objectives have been considered.

Policy:

A. If it is necessary to achieve a reduction in work force, consideration must be given to the programs to be carried out by the school district and the staff structure which, after the reduction, will most expeditiously achieve program objectives.

B. Each employee lay-off action must be reviewed and approved by the Board of Trustees. Each employee must be counseled, as much in advance of the anticipated action as possible, regarding available options and reasons for lay-off.

C. If the necessary reduction in staff cannot be achieved through attrition, employees will be laid off in order of reverse seniority (i.e. least senior first) and certification.

D. An employee must be given written notice a minimum of two (2) weeks preceding the effective date of termination.

E. Specific reinstatement offers will be made to the employee in writing. The employee must accept or reject the reinstatement offer in writing within ten (10) working days of the offer. If a reinstatement offer is rejected by the employee, the employee loses all rights to the employment offered, but remains in an inactive status, if applicable.

F. Recall Procedure: Whenever there is a vacancy in a bargaining unit position, laid off teachers who have the required endorsement for the position in question, will be recalled in order of seniority, up to three (3) years from the date of their layoff.

G. Lay-off will not be used as an alternative to discharging an employee for cause or disciplinary purposes. An employee should be terminated subsequent to complete and appropriate evaluation, review, and documentation.

H. This lay-off policy will apply to permanent, full or part-time employees.

I. Seniority: Seniority will be computed from a teacher's most recent date of hire in the district, and will begin to accrue as of the first day of actual service in the district. Seniority will continue to accrue during all paid leaves of absence. Unpaid leaves of absence or employment in a position outside the bargaining unit, will not be counted in computing seniority, unless superseded by Federal law.

6.9 Compensation: The Board and the Association, or their chosen representatives, will negotiate salary and fringe benefits.

Mileage Allowance: Employees instructed in the course of their employment to drive personal automobiles, will receive mileage allowance equal to that allowed by the State of Montana.

6.10 Open Personnel File: Access to the employee’s personnel file will be limited to the Board, their representative and administration, and to the employee to whom the file refers. In accordance with federal law, the District will release information regarding the professional qualifications and degrees of teachers, to parents upon request, if that teacher provided instruction to their child at the school.

Employees will have the right, upon request, to review the contents of their personnel file and to receive, without cost, a copy of any documents contained therein. A separate file for grievances in process, will be kept apart from the employee’s personnel file. No document which reflects negatively on the employee may be placed in the personnel file unless it has been signed by the employee showing that they have seen the document. Any working file kept by the administrator will be emptied or moved to the main file after eachschool year.

**ARTICLE 7 STAFF DEVELOPMENT**

The Board recognizes that quality teacher performance is a critical component of quality education. To enhance the quality of the teaching staff, the Board will provide professional supervision and opportunity for in-service.

7.1 Formal Supervision and Evaluation Goal Setting:

Teachers will set professional goals for themselves and make these goals known to the Principal/ Superintendent or Board designee in writing at the beginning of every school year. Efforts toward attaining these goals will be discussed during the teacher’s evaluation.

7.2 Evaluation Procedures:

Formal evaluations of teaching performance will follow these steps:

a. The teacher will be notified 24 hours in advance of the evaluator's arrival. The Board authorizes the Principal/Superintendent or Board designee to act as the evaluator on behalf of the District.

b. The teacher will be given the opportunity for a conference with the evaluator before teaching is observed.

c. The formal observation will be followed by a post-observation conference, which will generally be scheduled within five working(school) days, during which the teacher and evaluator will discuss the teacher's performance*.*

d. Written documentation of the performance will be based on the evaluator's formal observation, and provided at the post-teaching conference. If the teacher has comments, these comments will be attached to the evaluation document within one week of the observation. Both teacher and evaluator will sign and date the document. The original document will be left with the teacher, and a copy will be kept by the evaluator to be placed in the personnel file. If, after such observation, the evaluator finds the teacher is not working up to district standards, additional observations may be conducted. If the teacher feels that statements or recommendations made in the evaluation are unjustified, an appeal may be made to the Board. The teacher may also submit written documentation of the supervised events, explaining any extenuating circumstances.

Appendix F.2 states the objectives for the evaluation.

7.3 Standards and Tools:

Evaluations standards and the tool used to apply them will be developed by a joint effort of the teachers, the administrator and the Board members. The evaluation tool will be designed to help teachers set goals, attain them, and improve their teaching performance. The evaluation tool will be reviewed and revised as necessary.

7.4 Frequency of Evaluations and Schedules:

Non-tenured teachers will be evaluated three times a year formally, with frequent informal evaluations. Tenured teachers will receive a minimum of one (1) formal evaluation per year, and informal evaluations will be conducted as needed. Non-tenured teachers will have their first evaluation by October 30.

7.5 Improvement of Professional Performance:

If the evaluator finds that the employee’s performance needs improvement or is unsatisfactory, these deficiencies will be documented with recommendation for improvement and presented to the employee within ten (10) working days, barring any extenuating circumstances.

7.6 In-service:

In-service will be organized and planned by the teachers and the Principal/Superintendent or Board designee, and be approved by the Board. Planned in-service’s will be geared to meet specific needs and goals of the teachers and the district as specified by the state laws. Up to seven days will be included in the school calendar for pupil instruction related in-service.

**ARTICLE 8 GRIEVANCES**

A. Definitions:

1. A grievance is a written claim by a grievant that there has been a violation of specific terms of the Agreement.

2. A grievant is an employee, or group of employees,or the Association filing a grievance.

3. Days will mean school working days.

B. Rights to Representation:

1. An Association representative may be present for any hearing relating to a grievance which has been presented under this procedure.

C. Procedure:

Level I: Within ten (10) days of receiving written notification of an occurrence, or an act or condition which is the basis of the complaint, the grievant will present the grievance in writing to the Principal/Superintendent or Board designee, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, the Association, at the grievant’s option, and the Principal/Superintendent or Board designee will be present for the meeting. The Principal/Superintendent or Board designee will provide the grievant with a written answer to the grievance within five (5) days after the meeting.

Level II: If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) days after the meeting, then the grievance may be referred to the School Board. The School Board or Committee will arrange for a meeting with the grievant and the Association, to take place within twenty-five (25) days after receipt of the appeal. The parties will have the right to include in the presentation such witnesses and counselors as they deem necessary to the hearing. The School Board will have five (5) days to provide the grievant and the Association a written decision, together with the reasons for the decision.

Level III: Binding Arbitration.

(1) If the Association is not satisfied with the disposition of the grievance by the School Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association will exercise its right of arbitration by giving the Principal/Superintendent or Board designee written notice of its intention to arbitrate within twenty (20) days after it has received the School Board's decision at Level II.

2) Within ten (10) days after such written notice of submission to arbitration, a request for a list of seven arbitrators may be made to the Board of Personnel Appeals by either party. Within five (5) days of receipt of the list, each party will alternately strike names from the list and the name remaining will be the arbitrator. The Arbitrator will have no authority to add to, subtract from or otherwise amend this Collective Bargaining Agreement.

3) The arbitrator will consider the grievance and render a decision which will be final and binding upon the parties.

4) Each party will bear its own costs of arbitration, except that the fees and charges of the arbitrator will be shared equally by the parties.

5) After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the school an action or complaint that seeks the same remedy. If a grievant or the exclusive representative files a complaint or other action against the school, arbitration seeking the same remedy may not be filed or pursued under this section.

D. Exception to Time Limits:

The time limits provided in the Article may be extended by written agreement of the parties involved.

E. No Reprisals:

No reprisals of any kind will be taken by the Board or School Administration against any person because of participation in this grievance procedure.

F. Personnel Files:

All documents, communications, and records dealing with processing of a grievance will be filed separately from the personnel files of the participants.

No tenured teacher will be disciplined, investigated, made subject to adverse Board review or public discussion, terminated, or dismissed without just cause.

G. Complaint Procedure:

Unless state/federal laws/regulations specifically

require otherwise, any complaint made by any person

against a teacher will be handled in the following

manner:

1) The complaining party will be asked to discuss

his/her concerns with the affected teacher first.

Applicable Federal law may supersede this request, and will be strictly enforced.

2) If such discussion does not resolve the matter, the

complaining party will discuss the matter with the

Principal/Superintendent or Board designee. The Principal/Superintendent or Board designee will attempt to resolve the matter after discussing the complaint with the teacher involved.

3) If the matter remains unresolved after the above

steps have been followed, the complaint may then, and

only then, be addressed to the School Board by the

complaining party. If the Board decides to hear the

complaint, the affected teacher will be given at least

five (5) working days advance notice of the meeting at

which the complaint will be heard. In all cases, the

teacher’s right to privacy will be observed, unless

waived by him/her. The affected teacher will be

afforded full due process. If the affected teacher so

requests, he/she will be given not less than ten (10)

working days following the Board meeting at which the

complaint was heard, to prepare a response.

**ARTICLE 9 HEALTH INSURANCE**

A comprehensive major medical insurance program will be provided for teachers and their dependents. Health insurance coverage will be provided at a maximum of $500.00 per full-time employee.

**ARTICLE 10 SABBATICAL LEAVE OR LEAVE OF ABSENCE**

10.1 Sabbatical Leave:

Sabbatical leave may be granted to a tenured teacher upon recommendation from the Principal/Superintendent or Board designee, and with Board approval. This leave, if granted, will be utilized to pursue further education in the teaching field by taking 24 semester or 36 quarter hours toward a graduate degree, or completion of a Masters Degree. One teacher per year in the District, upon presentation of a program approved by the Principal/Superintendent or Board designee, may be granted a sabbatical leave. To allow for budget preparation, requests for sabbatical leave must be submitted to the Principal/Superintendent or Board designee by April 1 of the calendar year in which the leave is to begin.

Teachers granted a sabbatical leave, agree to return and teach in the Trout Creek School District for the contract year following this leave.

10.2 Leave of Absence:

A leave of absence may be granted to a teacher only by the School Board.

**ARTICLE 11 SALARY SCHEDULE**

11.1 Educational Development:

Documentation of additional professional preparation must be in the form of an official transcript, or OPI official certificate of renewal credit to meet the accreditation standards.

To move from one educational column to the next, a teacher will have earned 15 quarter hours, 10 semester hours, or 150 renewal units, 130 or more of the units must be from a college/university (20 or less units may be earned from an OPI approved workshop), or any combination of the above. One semester credit is equal to 1.5 quarter credits, and 1 quarter credit is equal to 10 renewal units. A new contract will be submitted to any individual teacher who earns adequate credits during the summer to raise their education increment. Proof of educational step increase must be received by the district before payment will be made. The district will make step payment retroactive back to the beginning of the school year, once proof is received.

11.2 Extra-Duty Contracts:

Certified employees who are hired for an extra-duty position, will be issued a contract for such position.

11.3 Payroll / Deductions:

Deductions: The district will deduct from payroll for professional dues if desired by the individual teacher. Salary is paid in either 10 or 12 increments. The district will pay toward Social Security and State Retirement.

For the term of this contract the teacher will received 1.5% increase year one and 1.5% increase for year two.

**Longevity Bonus:** For years eleven through twenty-two, a $125 per year of service bonus is payable at the end of the contract year*.*

**Termination Pay:** Any teacher who retires under TRS, with at least fifteen years of which have been served in the Trout Creek School District, will receive termination pay equal to fifty percent (50%) of the difference between teacher’s annual salary at the time of retirement minus the base salary on the salary schedule.

The District shall determine whether the termination pay would occur from the fiscal year retired, or on July 1 of the following school fiscal year.

This Agreement will be effective beginning July 1,2020 through June 30 2022.

IN WITNESS THEREOF,

The Chairman and the Clerk of the Board by authority vested in them pursuant to a Resolution passed by a majority of the Board, have on behalf of the Board subscribed their names and affixed the seal of the Board; and the President and Secretary of the Association, by authority in them vested by a Resolution passed by a majority of the membership of the Association have hereunto subscribed their names on behalf of the Association; on the day and year first above written.

FOR: TROUT CREEK SCHOOL FOR: TROUT CREEK TEACHERS

DISTRICT NO. 6 ASSOCIATION,M.E.A./N.E.A.

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Board Chairman Date Unit President Date

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District Clerk Date Unit Secretary Date