

2021-2022
Master Agreement

By and Between
Polson School District No. 23
And
Polson Unit MFPE

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AGREEMENT

THIS AGREEMENT is entered into between School District No. 23, Polson, Montana, (herein referred to as the "School District") and the Polson Unit, MFPE, (herein referred to as the "Exclusive Representative") pursuant to and in compliance with the Montana Public Employee Collective Bargaining Act, MCA Title 39, Chapter 31, (herein referred to as the "Act"), to provide the terms and conditions of employment for Teachers during the 2021 - 2022 school year. The School District and the Exclusive Representative are herein referred to individually as "Party" and collectively as "Parties".

ARTICLE ONE

RECOGNITION

1.1 In accordance with the Act, the School District recognizes the Polson Unit, MFPE as the Exclusive Representative of Teachers employed by the School District, with rights and duties as prescribed by the Act and as described in this Agreement.

1.2 The Exclusive Representative shall represent all teaching personnel employed by the School District who are certified by the State of Montana in class 1, 2, 4, or 5, (MCA § 20-4-106) and all counseling personnel who are certified by the State of Montana in class 6 (ARM § 10.57.433(b)) (herein referred to individually as "Teacher" and collectively as "Teachers"). Representation shall exclude the superintendent, principals, assistant principals, psychologists, substitute Teachers, substitute counselors, any Teacher whose employment is temporary, and Teacher aides.

ARTICLE TWO

MANAGEMENT RIGHTS

2.1 The Exclusive Representative recognizes that the Board of Trustees has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law (MCA § 39-31-303).

ARTICLE THREE

EXCLUSIVE REPRESENTATIVE'S RIGHTS

3.1 Unit Meetings.

The Exclusive Representative shall have the right to use School District school buildings for meetings outside of school hours when such use is approved by the School District administration and such use will not conflict with normal operations and order of the School District.

3.2 Use of School District Facilities and Equipment.

The Exclusive Representative may post notices regarding official Exclusive Representative business on staff bulletin boards and/or in Teacher mailboxes. In addition, the Exclusive Representative may make reasonable use of School District office equipment for official Exclusive Representative business when such equipment is not otherwise in use. The Exclusive Representative will provide consumable materials used such as paper. The Board of Trustees recognizes the need for communication between the Exclusive Representative and the School District during the workday. Access to communications such as phones and School District e-mail will be available to meet the needs for that communication and to facilitate a good working relationship between the Exclusive Representative's members, the School District, and Administrative staff.

3.3 New Hires.

The School District shall notify the Exclusive Representative of each newly employed Teacher by providing the Teacher's name, address, and placement on salary schedule to the Exclusive Representative within ten (10) days following approval of her/his employment contract.

3.4 Board of Trustees Meetings.

The School District, when requested by the Exclusive Representative, will place items on the regular Board of Trustees' meeting agenda, pursuant to Board of Trustees' policy and procedure.

ARTICLE FOUR

TEACHER RIGHTS

4.1 Just Cause.

No teacher shall be disciplined without cause. No tenured teacher shall be discharged without cause. Nothing in this provision shall limit the Board's ability to non-renew a non-tenured teacher with or without cause.

4.2 Individual Teacher Contracts.

Contracts for individual Teachers will be issued for Tenure and Non-tenure Teachers in a form substantially similar to the School District standard form Teacher contract attached hereto as Appendix A.

ARTICLE FIVE

GRIEVANCE PROCEDURE

5.1 Definitions

- A. Day means a calendar day, except for any day occurring on a Saturday or legal holiday as denominated at MCA § 1-1-216.
- B. Grievance means a claim by a Grievant that there has been a violation, misapplication, or misinterpretation of the terms of the Agreement.
- C. Grievant means a Teacher, a group of Teachers, or the Exclusive Representative.

5.2 Individual Rights.

Nothing herein contained will be construed as limiting the right of any Teacher having a grievance to discuss the matter informally with her/his immediate supervisor or the superintendent and having the grievance adjusted at Level One without intervention by the Exclusive Representative, provided that the adjustment is not inconsistent with the terms of this Agreement. A Grievant may have a representative present at Level One of the Grievance procedure. The Exclusive Representative may have a representative present at any Level of the Grievance procedure. The Grievant, his/her representative, and a representative from the Exclusive Representative shall not suffer any loss of salary or benefits in order to participate in the grievance process.

5.3 Procedure

Level One - Immediate Supervisor

The Grievant shall, within twenty-one (21) days of the occurrence, or knowledge, of the act or condition from which the Grievance arises, present the Grievance in writing to her/his immediate supervisor. The grievance shall be written on the Grievance Report Form (Appendix B) and shall include a statement describing the facts of the grievance, identifying the article(s) of this Agreement that are in dispute, and identifying the requested remedy.

The Grievant and the immediate supervisor will arrange to meet within seven (7) days of presentation of the Grievance to provide the Grievant an opportunity to verbally explain the Grievance and to provide the immediate supervisor with an opportunity to ask questions so as to fully understand the nature, scope, and substance of the Grievance.

The immediate supervisor shall provide the Grievant and the Exclusive Representative with a written answer to the Grievance within seven (7) days of the Level One Meeting.

Level One is complete upon either seven (7) days after the Level One Meeting, or issuance of the immediate supervisor's written answer, whichever occurs first.

Level Two - Superintendent

If the Grievant or the Exclusive Representative is not satisfied with the action of her/his immediate supervisor at Level One, then within seven (7) days of completion of such action the Grievant may forward the Grievance to the superintendent or the superintendent's designee. The Grievant shall provide a copy of all materials submitted at Level One to the Superintendent.

The superintendent or her/his designee shall provide the Grievant with a hearing (Level Two Hearing) on the Grievance within seven (7) days after receipt for the purpose of receiving all evidence and argument that the Grievant may have in support of her/his claims. The superintendent or her/his designee shall issue a written decision on the Grievance within seven (7) days of the Level Two Hearing and shall provide a copy of her/his decision to the Grievant and the Exclusive Representative.

Level Two is complete upon the either seven (7) days after the Level Two Hearing, or issuance of the Superintendent's written decision, whichever occurs first.

Level Three - Board of Trustees

If the Grievant or the Exclusive Representative is not satisfied with the action of superintendent or her/his designee at Level Two, then within seven (7) days of completion of such action the Grievant may appeal the superintendent's action to the Board of Trustees. The Grievant shall provide a copy of all materials submitted at Level Two to the Board of Trustees. The Chairperson of the Board of Trustees shall arrange for the Board of Trustees to provide the Grievant with a hearing (Level Three Hearing) at the earlier occurring of either a special meeting of the Board of Trustees or the next regularly scheduled meeting of the Board of Trustees. The Board of Trustees, through the Chairperson, shall issue a written decision on the Grievance within fourteen (14) days of the Level Three Hearing and shall provide a copy of the Board of Trustees' decision to the Grievant and the Exclusive Representative.

Level Three is complete upon either fourteen (14) days after the Level Three Hearing, or issuance of the Board of Trustee's written decision, whichever occurs first.

Level Four - Binding Arbitration

If the Exclusive Representative is not satisfied with the action of the Board of Trustees at Level Three, then the Exclusive Representative, in its sole discretion, may submit the Grievance for binding arbitration. The Exclusive Representative shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within twenty-one (21) days after completion of Level Three. If any questions arise as to whether the issue is subject to arbitration, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

After notice of submission to arbitration, the Exclusive Representative shall request in writing a list of no less than seven (7) qualified arbitrators from either the American Arbitration Association ("AAA") or Montana Board of Personnel Appeals ("BOPA"). Within fourteen (14) days of receipt of the list, the Exclusive Representative and the District shall, after the toss of a coin to determine the order of striking, alternately strike names from the list until one arbitrator is selected and appointed. If an arbitrator is selected from the list from the AAA, then the School District and the Exclusive Representative can at that time decide to choose either the "expedited procedure" or the "ordinary vol. arbitration rules" of the AAA.

The arbitrator shall consider the grievance and render a decision within sixty (60) days of the hearing or final submission of briefs, whichever is later. The arbitrator's decision shall be final and binding upon the parties.

Costs associated with binding arbitration shall be shared equally by the Exclusive Representative and the School District. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs for the transcript. If both parties request transcripts, they shall share equally the cost.

5.4 Exceptions to Time Limits.

The parties may only alter the time limits set forth in this Article by written agreement.

5.5 Time Limits for Calculation of Remedies.

For Grievances involving salary or insurance contributions, the back pay or back contribution portion of the remedy shall be limited to one hundred eighty (180) days prior to the date the Grievance was presented by Grievant to her/his immediate supervisor.

5.6 No Reprisals.

No person or entity subject to this Agreement, including the Board of Trustees, any School District administrator, the Exclusive Representative, any Teacher, and/or any agent or representative thereof shall commit or omit any act of reprisal against any person because of participation in this grievance procedure.

5.7 Cooperation of Parties.

The Board of Trustees, the School District administration, the Exclusive Representative, and a grievant Teacher will cooperate with one another in the investigation of any Grievance as is demonstrated by sharing such information as is necessary, within limits prescribed by law, for processing any grievance.

5.8 Personnel Files.

All documents, communications, and records produced for the purpose of processing a Grievance shall be filed separately from the personnel files of the participants.

5.9 Election of Remedies and Waiver.

After a grievance has been submitted to arbitration, the Grievant and the Exclusive Representative waive any right to pursue against the School District 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 District, arbitration seeking the same remedy may not be filed or pursued under this section.

5.10 Jurisdiction of the Arbitrator.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator's decision will be based upon the provisions of this Agreement. This arbitration provision shall be for Grievances only. There shall be no interest arbitration.

ARTICLE SIX

PPAS / EPAS

6.1 PPAS/EPAS.

The PPAS and EPAS are both considered an integral part of this agreement with the actual PPAS and EPAS document(s) having as much authority and weight as this collective bargaining agreement (they are one and the same, including but not limited to the ability to have a dispute regarding the EPAS/PPAS resolved utilizing the grievance procedure).

6.2 Monitoring and Observation.

All monitoring or observation of the work performance of a Teacher shall be conducted openly and with full knowledge of the Teacher. The Exclusive Representative recognizes that casual observation on the part of the evaluator is a part of the overall evaluation of a Teacher.

ARTICLE SEVEN

PROMOTION, VACANCIES, TRANSFERS

7.1 Promotions and Vacancies.

A list of all Teacher vacancies will be available to Teachers. Notices will routinely be posted electronically. Any Teacher vacancy may first be filled by an in-building transfer based on Teacher request(s) and as approved by the principal. Once in-building transfers are completed the resulting vacancies will be advertised as provided in this Article. On or before June 1 of each year, Teacher vacancies will be posted in each building for at least one (1) week before filling the position. This provision will not apply when a Teacher vacancy occurs during the school year and it is in the best interest of the School District to immediately fill the position. After June 1 Teacher vacancy lists will be available in the superintendent's office at least one (1) week before filling the position.

7.2 Voluntary and Involuntary Transfers.

Except as provided hereafter in this section 7.2, Teacher transfers within the School District will be administered pursuant to School District Policy. The School District will take reasonable efforts to provide personal notification regarding a decision on transfer to each Teacher who applies for such transfer before the School District's final decision is made public. In the event two or more Teachers apply for transfer for one position and two or more of the applicants are deemed to be equally qualified for the position by the School District administration, then the School District administration shall award the position to the most senior Teacher among the applicants.

7.3 Reduction in Staff.

If the Board of Trustees determines the need to reduce Teacher staff, such reductions will be achieved through the following Levels:

Level One

Normal attrition from retirement and resignation.

Level Two

If a teaching position is to be eliminated, the Board of Trustees shall give notification of layoff to the least senior Teacher in that position provided the more senior Teacher is certified and endorsed to hold that position.

Level Three

A Teacher who is notified of layoff will have the right to displace any less senior Teacher whose work he or she is certified and endorsed to perform. A Teacher who displaces another Teacher will maintain his/her proper Level on the salary schedule and will retain all accrued benefits.

Level Four

A Teacher who is to be displaced in Level Three will have the same displacement rights vis-à-vis less senior Teachers.

7.4 Seniority.

Non-tenure Teachers will not acquire seniority prior to becoming tenured in which case the seniority date will be the first contract date of continuous service.

For purposes of this Article, seniority will be computed from the Teacher's most recent date of hire in the bargaining unit. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or employment by the Board of Trustees in a position outside the bargaining unit, but such time will not be counted in computing seniority. When seniority is equal between or among Teachers, ranking of those Teachers shall be determined first by full time vs. part time status. Full time status will have seniority over part time. Part time defined as less than 1.0 full time equivalent. When part time status vs. full time status is equal, ranking of Teachers would be determined by preparation level as indicated by current placement on the salary schedule. When seniority, status, and preparation level are equal between or among Teachers, ranking of those Teachers shall be determined by experience level (high school experience for high school position, middle school experience for a middle school position, etc.) When seniority, status, preparation level, and experience level are equal between or among Teachers, ranking of those Teachers shall be determined by the drawing of lots.

By September 30 of each school year, the superintendent will provide the Exclusive Representative with a list showing the seniority of each Teacher, her/his area of certification, and courses taught and will, thereafter, promptly notify the Exclusive Representative of any changes in the list. The superintendent will, at all times, have posted in the School District office a current list which will be available for inspection during regular working hours by any Teacher.

7.5 Recall Procedure

A. Whenever there is a vacancy or anticipated vacancy in a bargaining unit position, laid-off Teachers who are certified and endorsed to perform the work in question will be recalled in order of seniority. No new Teachers shall be employed by the School District while there are Teachers on layoff unless none of the Teachers on layoff are certified and endorsed to fill the position in question.

B. If a laid-off Teacher has been recalled to a position other than that held immediately prior to layoff, the Teacher will remain eligible for recall in accordance with the provisions of this Article.

C. Notice of recall will be given by certified mail to the last address given to the Board of Trustees by a Teacher. A copy of the notice of recall will be given to the Exclusive Representative. If a Teacher fails to respond within ten (10) calendar days after receipt of the above notice or if the certified letter is returned to the School District after being sent to the last known address, the Teacher will be deemed to have refused the position offered.

A Teacher who is laid-off will remain on the recall list for eighteen (18) months after the effective date of layoff unless the Teacher:

1. Waives recall rights in writing;
2. Resigns;
3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position; or
4. Fails to report to work in a position that he or she has accepted unless such employee is sick or injured. If a Teacher has secured temporary employment elsewhere, he or she will be allowed a reasonable amount of additional time before being required to report for work.

7.6 Layoff Benefits

A. All positions of substitute Teacher shall be offered to Teachers on layoff, in rotating alphabetical order, before any other person is offered such a position.

B. In the event a Teacher is recalled during the 18 month recall period they shall be given the option of buying back all leave for which they were paid when they were initially laid off. In the event a Teacher exercise(s) their right to buyback the leave the Teacher shall at their option repay the District the cost of said leave at the same rate they were cashed out. The teacher shall have the option to pay back the leave over a period of up to twelve months. A Teacher may also elect not to buy back the leave and will start over accruing leave.

Tenure/Tenure Track status shall not be affected by layoff. For example if a teacher has signed two consecutive contracts with the District and is subsequently laid off if they are recalled during the 18 month recall period and offered a contract it shall be considered their third contract towards tenure status.

ARTICLE EIGHT

WORK LOAD AND CONDITIONS

8.1 Duty Year.

Full time Teachers shall perform Teacher duties as provided in this Agreement for one hundred eighty-seven (187) days as scheduled by the School District on the School District calendar.

8.2 School District Calendar.

The School District calendar shall be a schedule of duty days established each year by the School District prior to May 1 for the succeeding school year. Upon timely request, the School District shall meet with the Exclusive Representative to prepare the calendar. The School District calendar shall be a part of the School District Policy and shall not be a part of this Agreement. A committee of the following membership shall be organized for the purposes of preparing the School District calendar for presentation to the school board for approval:

- A. The superintendent or designee;
- B. Two persons appointed by the Board of Trustees;
- C. Four members of the Exclusive Representative appointed by the representative president.

The Board may close school for one school day each school year because of an unforeseen emergency and teachers shall not be required to make up time lost. Subsequent time lost due to emergency closure shall be made up as determined by the Board.

8.3 Class Size and Teacher Workload.

School District administration will determine class size and Teacher workload using "Standards for Accreditation of Montana Schools" as minimum standards. Teachers who are required to travel to perform duties at more than one School District building during the work day will not be required to perform more non-instructional duties (e.g. bus duty, playground supervision, etc.) than non-traveling Teachers. School District administration will strive to provide these traveling Teachers with adequate preparation time.

8.4 Elementary Teacher Preparation Time.

The District shall provide full-time teachers with one preparation period per day for the purpose of class preparation or planning. The amount of preparation time shall be pro-rated for part-time teachers. Teachers may be

assigned other duties during their preparation period only for immediate student need as determined by the administration.

8.5 Teacher Basic Workday.

The Teacher work day will not exceed eight (8) consecutive hours including the lunch period, except that it will be extended for two (2) hours once each school year for the purpose of facilitating parent contact time (e.g. Open House, Back-To-School night; 3rd Qtr. Parent-Teacher Conference) at each school. The Teacher workday shall include not less than sixty (60) minutes in total time to be distributed before and after the student day. (Student Day shall be defined as per OPI as student contact time). Except for early dismissal due to professional development, the Teachers' work day ends at the close of the school day on Fridays and days preceding holidays or recesses.

8.6 Teacher Flexible Workday Schedules.

The School District may schedule classes before and/or after the normal student day. The Principal may assign a Teacher to teach such a class, but in no event shall the Teacher's workday exceed eight (8) hours, including the lunch period, nor result in a split shift for the Teacher. When making such an assignment, the principal shall first solicit the entire building faculty for a volunteer. If no one volunteers, then the principal has the right to assign a Teacher involuntarily, with Teachers who have current extracurricular duties assigned last.

Similarly, any Teacher who has reasons for desiring a workday schedule which begins or ends at times other than as is provided in Section 8.5 shall apply for same in writing to the principal, with a copy to the Exclusive Representative. The principal may in his/her sole discretion decide to grant or deny the request.

If the School District schedules any classes before or after the normal student day or the principal denies a Teacher's application for an altered workday schedule, then the affected Teacher(s) may request a meeting with the principal in the presence of the Exclusive Representative to discuss the changed workday schedule and/or the denied application.

8.7 Early Dismissal for Professional Conventions.

School will be dismissed at 1:00 p.m. Wednesday before state professional conventions in October. This will only be in effect if the primary MFPE convention is more than 150 miles from Polson.

8.8 Involuntary Classroom Move.

An Employee being involuntarily transferred to another school, grade level, another building or classroom will be given one (1) staff day at his/her professional development rate for moving and preparation prior to the arrival of students. District custodial assistance will be provided to complete the physical moving of instructional supplies/materials from classroom to classroom.

ARTICLE NINE

PAYROLL DEDUCTIONS

9.1 Polson Unit MFPE Dues.

Upon written authorization by a Teacher, the School District will deduct from the pay of each Teacher, in nine (9) equal monthly installments, the cost of dues to the Polson Unit MFPE and deliver these dues to the treasurer of the Exclusive Representative. (39-31-203, MCA) New authorizations received after September 15 of the current year will be deducted in equal installments over the remaining monthly payments of the nine month period. The Union's continuing membership form will serve as the recognized authorization form.

9.3 Retirement Contributions.

The School District, on behalf of each Teacher, shall make contributions to the Teachers' retirement system of the state of Montana provided for in MCA § 19-20-102.

9.4 Social Security Contributions.

The School District, on behalf of each Teacher, shall make contributions to the federal social security system as required by federal law.

9.5 Pre-Tax Payroll Deductions and Deposits.

The School District shall make all pre-tax employee payroll deductions and deposits that are required by law.

The School District may, upon receiving written request and authorization from a Teacher, make other pre-tax employee payroll deductions and deposits on behalf of the Teacher. The Teacher shall make each written request and authorization on a form provided by the School District for that purpose. If the School District elects to make pre-tax deductions and deposits on behalf of a Teacher, then the School District shall deduct funds in the amount authorized from the Teacher's paycheck and deposit the funds on behalf of the Teacher to the entity designated by the Teacher. The Parties mutually understand and agree that the School District has the exclusive right to determine if it will accept any request and authorization submitted pursuant to this paragraph, and is under no obligation to make or continue to make any pre-tax deductions and deposits that are not required by law.

9.6 Post-Tax Payroll Deposits.

The School District shall, on behalf of a Teacher, deposit funds from a Teacher's post-tax pay each month to entities designated by the Teacher in amounts prescribed by the Teacher so long as: the Teacher submits a written request and authorization for such deposits to the District Clerk on a form provided by the School District for that purpose; and such deposits can be made by direct electronic means.

ARTICLE TEN

LEAVE

10.1 Annual Paid Leave.

Definition: Annual Paid Leave means all regularly employed Teachers shall earn Annual Paid Leave at the rate of thirteen (13) days per school year. These days may be used for personal business or illness. The intent of the "Annual Paid Leave" is:

- To provide Teachers with 13 days of paid leave while recognizing the importance of Teacher presence in classrooms and the District's calendar;
- To give Administrators the ability to manage the workforce in their buildings over the course of the school year and within the District's Calendar;
- To acknowledge Teachers as professionals who can make their own choice about how to distribute their Annual Paid Leave days;
- To assist Teachers in understanding that responsible use of Annual Paid Leave can be a benefit upon retirement.

Annual Paid Leave requires notification and approval of the building administrator and completion of the District's Certified Staff Leave Form prior to the absence. In the event of an emergency or sickness, the request form must be submitted immediately upon return to work. The Superintendent must approve requests involving four or more consecutive days.

Not more than 10 percent of the appropriate building may be on Annual Paid Leave - without principal or superintendent approval - at any one time the day before or following a school holiday or non-scheduled day. Requests shall be filled on a "first come, first served" basis.

Annual Paid Leave shall accrue on a proportionate basis to the Teacher's work year. Up to thirteen (13) Annual Paid Leave days may be added to a Teachers accumulated Sick Leave Days but will not exceed one hundred and twenty five (125 days).

Leave shall first be deducted from the Annual Paid Leave days. Approved sick leave days that exceed the Annual Paid Leave shall be deducted from the accrued sick leave days credited to the Teacher.

10.2 Sick Leave Bank.

The maximum number of days per year in the sick leave bank shall be 100. This leave may be used to cover personal illness or illnesses of the immediate family. Each Teacher may individually donate days of sick leave from her/his accumulated sick leave to the Teachers' Sick Leave Bank as directed in writing, signed by the Teacher donor. The Exclusive Representative will manage the Sick Leave Bank and inform the District Clerk when days are donated and when days are used.

10.3 Bereavement.

Five (5) days of bereavement leave are given per year. Additional days for bereavement leave may be taken from sick leave for members of the immediate family.

Bereavement days do not accumulate.

10.4 Civic, Judicial, and Quasi-Judicial Duty.

A Teacher called to appear for legal proceedings before any judicial or quasi-judicial or administrative tribunal, including but not limited to: jury duty, arbitration, mediation or fact-finding proceedings, shall not lose compensation for the performance of such obligation. The Teacher's daily salary rate will be continued while on such duty, however, the stipend paid by any court will be deposited at the School District business office. The Teacher may keep monies remitted by the court for expense or mileage allowance while performing such duty.

10.5 Salary Deduction for Authorized Leave without Pay.

Any authorized leave of absence without pay will result in a reduction of 1/187 for each day or any portion thereof

10.6 General Leaves of Absence.

A general leave of absence may be granted a tenured Teacher for reasons acceptable to the Board of Trustees for a period not to exceed one (1) year. A request for leave must be submitted to the superintendent on or before March 1 of the school year prior to the year in which the leave is requested and shall include the specific reason(s) for the request. Such leave will be granted without pay or benefits. The Teacher shall notify the district by March 1 of the leave year of his/her intent to return to the district. Failure to do so will result in an end of employment. Upon return to the district the Teacher will be assigned to a position for which he/she is qualified. Placement on the salary ladder will be the same it would have been during the year of absence. However, Teachers participating in an approved exchange program will advance on the salary schedule and retain their same teaching position if it still exists.

A new employee hired to replace a Teacher on General Leave will be hired with the express understanding that she/he is replacing a regular Teacher temporarily on General Leave and will have no expectation of continued contracted employment beyond the term of his/her current contract as a replacement. Such a replacement employee may apply for any open position for which she/he is qualified without expectation of guaranteed hire. If subsequently hired for an open position, she/he will be placed on the salary schedule and seniority list with full recognition of his/her replacement experience with the District. Except as specifically provided herein, such replacement Teachers are fully covered by all the terms of this Master Agreement between the parties.

10.7 Extended Maternity Leave.

A Teacher may request maternity leave without pay for purposes of postnatal childcare. Upon request the Teacher shall be granted leave for a period not to exceed one year but may be for a lesser period of time as agreed with the district.

Upon return from maternity leave the Teacher shall be placed in a position for which the Teacher is certified and endorsed.

This leave shall be in addition to maternity leave benefits under paragraph one above and any applicable leave for family illness under Section 10.1 of this Agreement.

A new employee hired to replace a Teacher on Extended Maternity Leave will be hired with the express understanding that she/he is replacing a regular Teacher temporarily on Extended Maternity Leave and will have no expectation of continued contracted employment beyond the term of his/her current contract as a replacement. Such a replacement employee may apply for any open position for which she/he is qualified without expectation of guaranteed hire. If subsequently hired for an open position, she/he will be placed on the salary schedule and seniority list with full recognition of his/her replacement experience with the District. Except as specifically provided herein, such replacement Teachers are fully covered by all the terms of this Master Agreement between the parties.

10.8 Sabbatical Leave.

A Teacher who has served seven (7) consecutive years in School District No. 23 is eligible for a Sabbatical Leave for up to one (1) year.

The purpose of the leave shall be such as to directly reflect on the classroom performance of the Teacher and prime consideration by the Board of Trustees in granting leave shall be the future benefits of the School District as a result of the leave.

Applicants for the Sabbatical must submit an application to the Superintendent by March 1 of the school year prior to the year of intended leave.

In any year that the Superintendent receives any Sabbatical applications, a committee shall be formed consisting of two trustees, four teachers, and two administrators, and the Superintendent or other administrator appointed by the Superintendent. The Committee shall convene before the April Board meeting to review each application and determine whether each application meets the requirements stated herein and complies with the requirements as stated in the rubric, which will be available on the District Website. The committee will have sole power to decide how a decision is reached and such process and discussion shall remain private. The Trustees shall take action on approving an eligible sabbatical on or before the April regular Board meeting.

Pay Levels will be granted as normal and the Teacher will be paid at one-half the rate he/she would earn if continuing teaching duties. The Teacher upon return to the School District will be placed at the appropriate step on the Salary Ladder he/she would have been on if the leave had not been taken.

The number of Sabbatical leaves during any one school year shall be limited to one (1). The recipient of the leave shall enter into a contract with the School District in which he/she shall be obligated to reimburse the School District for the gross amount of the salary paid while on leave should he/she elect through his/her own choice to not return to or resign from the District within five (5) years of the conclusion of the leave. However, if the Teacher leaves the district after three (3) years but before five (5) years of having taken a sabbatical, and the leave is due to unforeseen circumstances, then the Teacher may request to negotiate a lesser reimbursement with the Board of Trustees. The employee on Sabbatical shall retain all accumulated leave and tenure privileges.

The recipient shall notify the district by March 1 of the sabbatical year that the recipient intends to return to the District the following year after the conclusion of the awarded sabbatical.

A new employee hired to replace a Teacher on Sabbatical Leave will be hired with the express understanding that she/he is replacing a regular Teacher temporarily on Sabbatical Leave and will have no expectation of continued contracted employment beyond the term of his/her current contract as a replacement. Such a replacement employee may apply for any open position for which he/she is qualified without expectation of guaranteed hire. If subsequently hired for an open position, she/he will be placed on the Salary Ladder and seniority list with full recognition of his/her replacement experience with the District. Except as specifically provided herein, such replacement Teachers are fully covered by all the terms of this Master Agreement between the parties.

10.9 Professional Leave.

Professional staff members may apply for leave to attend professional conferences, workshops, visitations to schools, comprehensive exams, defense of thesis or dissertation, etc. Prior approval must be given by both the principal and the superintendent. Expenses for travel, lodging, and registration fees may be reimbursed at the discretion of the superintendent.

Leave for participation in appropriate public service activities which will benefit the school and the community may be granted at no cost to the district except for substitute costs as may be approved by the superintendent.

A Teacher approved to attend conferences or meetings shall be granted sufficient leave time without loss of compensation. The cost of the substitute Teacher (if any) shall be deemed an appropriate expense of the district.

ARTICLE ELEVEN

DURATION

11.1 Compliance of Individual Contract.

Any contract between the Board of Trustees and an individual 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, during its duration this Agreement shall be controlling.

11.2 Term of Agreement.

This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2022.

11.3 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.

11.4 Savings / Severability.

If any provision of this Agreement or the application of any such provision under any circumstances is held contrary to law, a Board of Trustees/Exclusive Representative meeting, at the request of either party, shall commence within ten (10) working days in order to alter said provision. Such action shall not affect any other provision of this Agreement or the application of any provision thereof.

ARTICLE TWELVE

COMPENSATION

12.1A Salary Schedule.

The teacher Salary Schedule shall be attached as an appendix to this agreement.

Teacher stipends for extra-curricular duties shall be determined from the Extra-Curricular Stipend Schedule attached hereto as Appendix D.

The School District reserves the right to withhold the payment of a Teacher's salary (MCA 20-4-202) until such time the Teacher has met all applicable requirements of the School District and the State of Montana.

Each Teacher is individually responsible for continuing her/his professional training by earning approved college credits in keeping with the certification requirements of the Montana Office of Public Instruction and the State Board of Public Education.

\$1501 shall be added each year to teachers with a Master's Degree.

12.2 Health Insurance.

The School District will participate in an employee group health insurance plan, a paid benefit, that makes health insurance coverage available on a voluntary basis to each Teacher. For the 2021-22 school year the School District shall contribute funds in the amount of \$540.00 per month to the provider of the health insurance plan on behalf of each Teacher who elects to participate and who is employed at least .75 full-time equivalent. The School District agrees to contribute funds on behalf of each Teacher who elects to participate and who is employed at less than .75 full-time equivalent but equal to or more than .5 full-time equivalent in an amount prorated to be equivalent with the Teacher's full-time equivalency. Any Teacher who works less than .5 full-time equivalent will not be eligible for School District contributions on her/his behalf.

If the School District contribution is in excess of an individual Teacher's health insurance premium, then the excess amount will be placed each month either into a Flex account in the name of that Teacher, Health Care Savings Plan or into that Teacher's post employment health plan (VEBA). The Teacher must be a participant in the School District's employee group health insurance plan in order to receive any School District contribution.

An insurance committee will be organized and composed of the following membership:

- The superintendent
- Two (2) persons designated by the Board of Trustees;
- Three (3) members of the Exclusive Representative appointed by the representative president; and
- Two (2) members of the Polson Classified Education Association.

The insurance committee will:

- A. Monitor School District health insurance policy.
- B. Recommend changes in the health insurance policy to the School District. Such recommendations will only be made on behalf of the insurance committee as a whole when such recommendations are supported by a majority vote of all members of the insurance committee. The Parties agree that this protocol for adopting and communicating such recommendations from the insurance committee as a whole shall not control or restrict in any way the right of the superintendent or a person designated as a member of the insurance committee by the Board of Trustees to communicate her/his individual recommendations regarding health insurance policy directly to the Board of Trustees.

12.3 Post Employment Health Plan.

By September 10, 2009, all employees will be given a one-time option for a District contribution of \$10.00 per month to either VEBA or HSA. If a Teacher does not notify the District Office by this date, the contribution will automatically continue to go towards VEBA. All newly hired employees will have a one-time option for this contribution to be either VEBA or HSA.

12.4 Sick Leave Buy Back.

The School District shall compensate a Teacher for her/his sick leave accumulated in excess of one hundred, twenty-five (125) days as of the last day of the school year. The School District may, if the School District and a Teacher agree, compensate a Teacher for her/his sick leave accumulated in excess of forty (40) days as of the last day of the school year. Compensation paid pursuant to this Section 12.4 shall be calculated at the rate of $0.0028 \times$ the annual base salary established pursuant to Section 12.1 for each sick leave day and shall be made in the form of a cash payment to the Teacher. To be eligible for compensation pursuant to this Section 12.4, for accumulated sick leave days in excess of forty (40) days but less than one hundred twenty-five (125) days, a Teacher must submit a fully executed and signed Request for Sick Leave Buy Back (form attached hereto as Appendix D) no later than May 1 of the current school year. Upon payment of compensation pursuant to this Section 12.4, the Teacher's accumulated sick leave balance shall be reduced by an amount equal to the number of days paid. In no event shall compensation be paid more than once for any single accumulated sick leave day. Payment made pursuant to this Section 12.4 shall be administered by the School District with equal treatment for all applicant Teachers.

12.5 Sick Leave Buy Out.

The School District shall, upon receiving notice of a Teacher's intent to exit the School District at the end of the current contract year, compensate the exiting Teacher for some or all of her/his accumulated sick leave. Compensation paid pursuant to this Section 12.5 shall be calculated at the rate of $0.0036 \times$ annual base salary established pursuant to Section 12.1 for each accumulated sick leave day and shall be made in the form of a cash payment to the Teacher (this compensation is not eligible as TRS termination pay). To be eligible for compensation pursuant to this Section 12.5, a Teacher must submit a fully executed and signed Request for Sick Leave Buy Out (form attached hereto as Appendix E) no later than May 1 of the current school year. If due to extenuating circumstances a Teacher severs employment with the District after the final day of the school year, any unused sick leave will be compensated as stated in this Section 12.5.

Compensation pursuant to this Section 12.5 shall be paid prior to the end of the school year. Upon payment of compensation pursuant to this Section 12.5, the Teacher's accumulated sick leave balance shall be reduced by an amount equal to with the number of days paid. At the end of the school year an exiting Teacher may be compensated for any remaining accumulated sick leave days pursuant to Section 12.6. In no event however, shall compensation be paid more than once pursuant to this contract for any single accumulated sick leave day.

12.6 Termination Pay.

The School District shall, upon retirement of a Teacher who is eligible for retirement with TRS, compensate the retiring Teacher for the balance of her/his accumulated sick leave. Compensation paid pursuant to this Section 12.6 shall be calculated at the rate of $.0020 \times$ annual base salary established pursuant to Section 12.1 for

each accumulated sick leave day, shall be made in the form of a contribution on behalf of the Teacher to TRS, and shall be considered termination pay. To be eligible for compensation pursuant to this Section 12.6, a Teacher must submit an irrevocable written notice of intent to retire to the School District no later than March 1 of the current school year. In no event shall the School District compensate a Teacher for a sick leave day pursuant to this Section 12.6 when the School District has previously paid compensation for that same accumulated sick leave day pursuant to either Section 12.4 or Section 12.5.

12.7 Severance Pay.

The School District shall, upon termination of employment of a Teacher, who has successfully performed twelve (12) continuous years of service with the School District as a Teacher, issue severance pay to the exiting/retiring Teacher at the rate of $0.2019 \times$ the annual base salary. Severance pay issued pursuant to this Section 12.7 will, at the discretion of the School District, be paid after July 1 from the ensuing school year budget. However, the School District reserves the right to pay any or all severance pay from the current school year budget.

12.8 Mileage Allowance.

The School District shall reimburse a Teacher who is required and authorized in the course of her/his employment to operate her/his personal automobile at mileage rates stipulated by the State of Montana.

12.9 Lunch Hour Duty.

The School District will provide a ticket, redeemable for one school lunch during the term of lunchroom duty, to each Teacher for each day she/he performs a lunchroom duty.

12.10 Professional Development/Curriculum Pay.

The School District shall pay a Teacher who, at the request of the School District and outside of the regular school day, trains other School District employees, engages in curriculum development, engages in professional development, or as assigned by the District. The rate of pay for such Teacher duties shall be base $X .00076$.

12.11 Professional Development Reimbursement.

The School District shall reimburse each Teacher, who successfully completes an academic class through an accredited university or college, for the cost of tuition and fees for such class upon the Teacher submitting proof of award of credit and a receipt for cost of tuition and fees. The amount of reimbursement is limited to \$1,000 per Teacher per year. To be eligible for reimbursement, a Teacher must provide written notice to the School District of intent to seek professional development reimbursement no later than June 30 of the contract year in which the academic class is completed, and submit proof of credit and receipt for costs within 90 days of the end of the contract year.

ARTICLE THIRTEEN

REPRESENTATION FEE

13.1 Equal Protection.

The Polson Unit MFPE, as the Exclusive Representative of all the members of the appropriate unit, will represent all Teachers fairly and equally. No Teacher shall be denied membership because of race, religion, creed, color, gender, or age.

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

For the Exclusive Representative:



President
Polson Unit MFPE
Polson, MT 59860

For the School District:



Chairman of the Board of Trustees
School District No. 23
111 Fourth Avenue East
Polson, MT 59860

Dated this 1 day of March, 2021

Dated this 1 day of March, 2021

APPENDIX A

STANDARD FORM INDIVIDUAL TEACHER CONTRACT

Teacher Contract

S*chool District No. 23 Polson, Lake County, Montana*

THIS AGREEMENT, entered into this [DATE] between School District No.23, Lake County, Polson, Montana, Party of the First Part, hereinafter referred to as the District, [TEACHER NAME] Party of the Second Part, a legally qualified and certified Teacher under the School Laws and Regulations of Montana (hereinafter referred to as the Teacher).

WITNESSETH: That the said Teacher agrees to teach the subjects and grades and perform the duties as assigned by the Superintendent of Schools and/or Principal in a faithful and efficient manner for the 2021-22 school year, to keep legally qualified and to observe in all things the Policies, Rules, and Regulations of the Polson School District, and the School Laws of the State of Montana.

[SALARY SCHEDULE PLACEMENT]

[FTE]

[Amount]

IN CONSIDERATION WHEREOF, School District No. 23 agrees to pay said Teacher the sum of [AMOUNT] including any special provisions stated above, for the period of this contract for services rendered, less all deductions as required by law, and requested by the Teacher. The salary shall be paid in ten (10) or twelve (12) equal payments according to the payment schedule selection on file, beginning on September 20th and continuing on the 20th of each month until the total contract shall be paid.

Payroll will be issued on the 20th day of each month. If the 20th falls on a weekend or school holiday, payroll will be issued on the day prior to the weekend or holiday.

Educators shall receive their remaining payroll checks for July and August at the conclusion of the fiscal year, which is June 30th.

IT IS UNDERSTOOD, that the salary stated above, based on the Negotiated Teacher's Salary Schedule currently adopted by the Board of Trustees, shall be considered as part of this Agreement, and the Teacher signing this Agreement assents to each provision of the said school salary schedule and other provisions as outlined in the Master Agreement.

This contract must be returned to the School District, properly signed by the Teacher, within twenty (20) days of its date of issuance, or the contract will be of no force and effect and said offer of the School District is withdrawn.

IN WITNESS WHEREOF, we have hereunto subscribed our names on the dates indicated under our respective signatures.

Teacher

Date

Board of Trustees, School District No. 23, Lake County, Montana

By:

Chairman of the Board of Trustees

Attest:

Clerk of the Board of Trustees

Signed by the Chairman and Clerk on this ___ day of _____

APPENDIX B
School District No. 23
Lake County
Polson, Montana

GRIEVANCE REPORT FORM

INSTRUCTIONS: Prepare four copies of this report. Send a copy to the Association, a copy to the Superintendent of Schools and retain a copy. Send the original to the first appropriate level of the grievance. This original will be the working document and is to be forwarded at each level and Level throughout the process.

Aggrieved Person _____ Date filed _____

School _____ Subject Area or Grade _____

1. Date Grievance Occurred _____

2. Statement of Grievance:

3. Action Requested or Relief Sought:
(Attach additional sheet if needed)

Signature of Aggrieved

Date

=====

LEVEL I

1. Decision of the Principal or Immediate Supervisor

Signature of Principal/Supervisor

Date

2. Aggrieved Person's Response:

_____ I accept the above decision

_____ I hereby refer the above decision to the next Level of the Grievance Procedure

Signature of Aggrieved

Date

LEVEL II

1. Date Received by Superintendent or Designee _____
2. Decision of Superintendent or Designee: _____

Signature of Superintendent of Designee Date

3. Grievant's Response
 _____ I accept the above decision
 _____ I hereby refer the above decision to the next Level of the Grievance Procedure

Signature of the Aggrieved Date

LEVEL III

1. Date submitted to the Board of Trustees _____
2. Date heard by the Board of Trustees _____
3. Action of the Board of Trustees: _____

4. Grievant's Response:
 _____ I accept the above decision
 _____ I hereby refer the above decision to the next Level of Grievance Procedure

Signature of the Aggrieved Date

=====

LEVEL IV

1. Date Referred to the Board of Personnel Appeals _____
2. Referred by _____
3. Arbitrator Selected _____

Signature: Association Date

Action of the Arbitrator:

Signature of Arbitrator Date

(A letter from the Arbitrator can be attached in place of the report of the Arbitrator in Level IV).

APPENDIX C
POLSON SCHOOL DISTRICT 23

SALARY

LADDER FY2021-2022

BASE	\$42,158	<u>Rung</u>	<u>Salary</u>
		21	80,089
		20	78,421
		19	75,611
		18	73,942
		17	72,274
		16	70,605
		15	68,938
		14.5*	68,449
		14	66,128
		13	64,460
		12	62,791
		11	61,123
		10	59,457
		9	56,645
		8	54,976
		7	53,308
		6	51,641
		5	49,974
		4	47,162
		3	45,493
		2	43,827
		1	42,158

\$1501 added per year for a Master's Degree

*Teachers hired on or before June 30, 2016 shall skip this step.

*Teachers with a Master's degree hired after July 1, 2016 shall skip this step.

*Teachers hired after July 1, 2016 who do not have a Master's degree shall be capped at this step. In the event the teacher subsequently receives a Master's and meets the requirements for a step they shall advance to step 15.

QUALIFICATIONS FOR SALARY SCHEDULE PLACEMENT

Level B -	A Bachelors Degree and hold a valid Montana Teaching Certificate with an endorsement in assigned teaching field.
Level C -	Column B qualifications plus 10 s.h. approved graduate credits. Five credits with a grade of "B" or better must be in assigned teaching field.
Level D -	Column B qualifications plus 20 s.h. approved graduate credits. Nine credits with a grade of "B" or better must be in assigned teaching field.
Level E -	Column B qualifications plus 30 s.h. approved graduate credits. Thirteen credits with a grade of "B" or better must be in assigned teaching field.
Level M -	Column B qualifications plus 40s.h. approved graduate credits or an approved Masters Degree. Seventeen credits with a grade of "B" or better must be in assigned teaching field.
Level N -	Masters Degree qualifications plus 10 s.h. approved graduate credits. Credits must be earned after awarding of Masters Degree.

Qualifying Credits

Qualifying credits for advancement on the salary schedule must be earned after the award of the original teaching degree. An exception to this will be made for an employee who has a post graduate degree within the field directly related to his/her teaching assignment prior to earning the original teaching degree.

Approved Masters Degree

Must be in the major teaching assignment or contain 20 s.h. graduate credits in assigned teaching field with a grade of "B" or better.

Previous Experience

Up to ten years of previous experience in approved schools will be granted for current salary schedule adjustment.

Placement Matrix

Following the guidelines outlined above this matrix is used to determine the appropriate salary of all new hired teachers. Once that salary is determined they shall be placed on the ladder at the value closest to the salary from this matrix without going backwards. In the event the ladder salary schedule is adjusted a like percentage amount will be automatically applied to this placement matrix.

SALARY SCHEDULE FOR 21-22

4ATTN

1.5000% Increased

BASE: \$33,372

STEPS	BA (B)	BA10 (C)	BA20 (D)	BA30 (E)	BA40/MA (M)	MA 10 (N)
1	\$33,372	\$34,507	\$35,675	\$36,810	\$37,978	\$39,112
2	\$34,707	\$35,975	\$37,243	\$38,512	\$39,780	\$41,048
3	\$36,042	\$37,444	\$38,812	\$40,213	\$41,582	\$42,983
4	\$37,377	\$38,912	\$40,380	\$41,915	\$43,384	\$44,919
5	\$38,712	\$40,380	\$41,949	\$43,617	\$45,186	\$46,855
6	\$40,047	\$41,849	\$43,517	\$45,319	\$46,988	\$48,790
7	\$41,382	\$43,317	\$45,086	\$47,021	\$48,790	\$50,726
8	\$42,716	\$44,785	\$46,654	\$48,723	\$50,592	\$52,661
9	\$44,051	\$46,254	\$48,223	\$50,425	\$52,394	\$54,597
10	\$45,386	\$47,722	\$49,791	\$52,127	\$54,196	\$56,532
11	\$46,721	\$49,191	\$51,360	\$53,829	\$55,999	\$58,468
12	\$48,056	\$50,659	\$52,928	\$55,531	\$57,801	\$60,404
13		\$52,127	\$54,497	\$57,233	\$59,603	\$62,339
14			\$56,065	\$58,935	\$61,405	\$64,275
15			\$57,634	\$60,637	\$63,207	\$66,210
16				\$62,339	\$65,009	\$68,146
17					\$66,811	\$70,082
18					\$68,613	\$72,017

APPENDIX D

POLSON SCHOOL DISTRICT/2021-2022

In addition to the present extra-curricular salary schedule, the following experience increase will be paid.

Experience is to be based on time served as a coach/advisor in each activity (basketball, speech, etc.).

Years of experience are generated in this district and may not transfer in, but will accumulate in various positions within any activity,

i.e. freshman, junior varsity and head coach.

LEVEL		\$42,158	POSITION	(using ladder formula)			
I	0.13	\$5,481	AD/HS (PAID 3 SEASONS)	{1}			
			HD FOOTBALL	{1}			
			HD BASKETBALL/GIRLS AND BOYS	{2}			
			HD WRESTLING	{1}			
			HD VOLLEYBALL	{1}	Experience formula		
			HS BAND	{1}			
II	0.12	\$5,059	HD SPEECH /DEBATE	{1}	1-4 Yrs	\$-	0
			HD SOFTBALL	{1}	5-7 yrs	\$84.32	0.20%
			HD TENNIS	{1}	8-10 yrs	\$168.63	0.40%
			HD TRACK GIRLS/BOYS	{1}	11-13 yrs	\$257.16	0.61%
III	0.105	\$4,427	HS CHORAL MUSIC	{1}	14-16 yrs	\$341.48	0.81%
			HD CROSS COUNTRY	{1}	17-19 yrs	\$425.80	1.01%
			HD GOLF	{1}	20-22 yrs	\$510.11	1.21%
			HD SOCCER ALL/GIRLS and BOYS	{2}	23-25 yrs	\$594.43	1.41%
			HD SWIM COACH	{1}	26-31+ yrs	\$678.74	1.61%
IV	0.089	\$3,752	ASS'T SPEECH/DEBATE	{3}			
			ASS'T FOOTBALL	{5}			
			ASS'T BB/GIRLS-BOYS/HS	{4}			
			ASS'T WRESTLING	{2}			
			ASS'T VOLLEYBALL	{2}			
			DRAMA/HS (MIN. TWO 3-ACT PLAYS)	{1}			
			CHEERLEADING/HS (PD 2 SEASONS)	{1}			
			AD/MS (PAID 2 SEASONS)	{1}			
V	0.077	\$3,246	ASS'T TRACK	{4}			
			ASS'T SOFTBALL	{2}			
			ASS'T TENNIS	{2}			
			ASS'T CROSS COUNTRY	{1}			
			ASS'T SOCCER	{2}			
			ASS'T GOLF	{1}			
VI	0.065	\$2,740	HS NEWSPAPER	{1}			
			HD MS WRESTLING	{1}			
			HD MS TRACK/GIRLS AND BOYS	{2}			
			HD MS FOOTBALL	{1}			

VII	0.063	\$2,656	HD MS CROSS COUNTRY/GIRLS AND BOYS	{1}
			MS BASKETBALL/GIRLS & BOYS	{8}
			MS VOLLEYBALL	{4}
VIII	0.057	\$2,403	(ADD ONE IF RATIO IS 1:12)	
			SUMMER WEIGHT ROOM COORDINATOR	{1}
			7-8 ASST GIRLS AND BOYS CROSS COUNTRY	{1}
			(IF MORE THAN 15 STUDENTS PARTIC)	
			ASS'T MS TRACK	{3}
			(ADD ONE IF RATIO IS 1:20)	
IX	0.048	\$2,024	ASS'T MS FOOTBALL	{3}
			(ADD ONE IF RATIO IS 1:20)	
			ASS'T MS WRESTLING	{2}
			HS DECA/BPA	{1}
			HS YEARBOOK	{1}
X	0.040	\$1,686	ASS'T HS CHEERLEADING	{1}
			HS INTRAMURAL BB	{1}
			HS NEWS BROADCAST	{1}
			6TH BB/GIRLS-BOYS	{2}
			5TH BB/GIRLS-BOYS	{2}
			MS YEARBOOK	{1}
			EL WRESTLING	{3}
			7-8 GIRLS DEV TENNIS	{1}
XI	0.027	\$1,138	(10 STUDENTS MUST PARTICIPATE)	
			PNN News Broadcast	{1}
XII	0.020	\$843	6 GIRLS DEV VOLLEYBALL	{1}
XIII	0.014	\$590	BUILDING WEBMASTER	{4}
			DISTRICT WEBMASTER	{1}
XIV	0.036	\$1,518	TIER I MENTOR (New Teacher to the District)	
			TIER II MENTOR (Beginning Teacher & SpEd)	
XV	0.013	\$548	MENTOR COORDINATOR	{1}
			SPECIAL OLYMPICS COACH	{1}

CERTIFIED DRIVERS EDUCATION INSTRUCTORS WILL RECEIVE BASE *.00061363 PER HOUR FOR DRIVING, CLASS PREP AND CLASS INSTRUCTION

0.00061363

\$25.87 per hour

APPENDIX E

POLSON SCHOOL DISTRICT #23

20__ – 20__ Master's Degree Intent

In an effort to assist the negotiations and budgeting process, we are asking those of you who are intending on obtaining a Master's Degree to earn an additional \$1501 per to complete this intent form.

I intend to move into another lane on the salary schedule before the beginning of the 20__ - 20__ school year.

Teacher's Name _____

Teacher's Signature _____

Thank you for your assistance.

- As per Appendix C in the Master Agreement, this form must be submitted no later than April 1 of the current school year

APPENDIX F

REQUEST FOR SICK LEAVE BUY BACK

Pursuant to Section 12.4

I hereby notify the School District that I wish to be compensated for _____ days of my accumulated sick leave in excess of 40 days as of the last day of the current school year. I further understand the payment shall be a cash payment made directly to me.

I understand this notification must be made to the District Clerk on or before May 1 of the current school year. I further understand application and payment administered by the District shall be made with equal treatment for all applicant Teachers.

Upon payment of this compensation pursuant to section 12.4 of the Collective Bargaining Agreement, my sick leave balance shall be reduced by an amount equal to the number of days paid.

Teacher's Signature/Date: _____

FOR BUSINESS OFFICE USE ONLY:

DAYS REQUESTED _____

DAYS PAID _____

NEW BALANCE _____

AMOUNT PAID _____

EFFECTIVE DATE _____

APPENDIX G

REQUEST FOR SICK LEAVE BUY OUT

Pursuant to Section 12.5

This is to notify the School District that I shall be terminating my employment with the School District at the end of the current contract year and am exercising my right under Section 12.5 of the Collective Bargaining Agreement to buy out _____ accumulated sick leave days (not to exceed 125 days). I understand this notification must be made to the District Clerk on or before May 1 of the current school year. I further understand this buy out shall occur prior to the end of the current school year.

Upon payment of this compensation pursuant to Section 12.5 of this collective bargaining agreement, my sick leave balance shall be reduced in an amount equal to the number of days paid.

Teacher's Signature/Date: _____

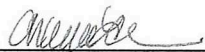
I choose the following option for payment of my sick leave buy-out:

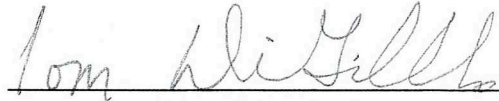
- ☐ Cash payment made directly to the employee.
- ☐ Payment to a tax-deferred program.

4. Strike the following from the second paragraph of Section 7.B.: If a teacher is not able to telework and satisfies the conditions above, he/she is entitled to paid leave in accordance with Families First Coronavirus Response Act (FFCRA) or any subsequent federal or state legislation providing for additional paid leave days.
5. Strike Section 7.C. in its entirety.

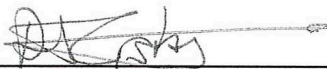
THIS AMENDMENT is signed and dated this 11 day of January 2021.

FOR THE POLSON SCHOOL DISTRICT:


Board Chair


Superintendent

FOR THE POLSON EDUCATION ASSOCIATION:


President

AMENDMENT TO MEMORANDUM OF AGREEMENT

This amendment is made to the K-12 Certified Bargaining Unit MEMORANDUM OF AGREEMENT BETWEEN POLSON SCHOOL DISTRICT ("District") AND THE POLSON EDUCATION ASSOCIATION ("Association") previously executed on or about August 17, 2020. It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Section 7. (Leave) is modified, effective January 11, 2020, as follows:

1. The District extends the following Emergency Paid Sick Leave provisions of the Families First Coronavirus Response ACT ("FFCRA") through June 8, 2021:

Employees may be eligible for two weeks of paid sick leave capped at 80 hours paid at the employee's regular pay when the employee is unable to work because:

- i. The employee is quarantined in accordance with a Federal, State, or local government order;
- ii. Advised by a health care provider to self-quarantine; and/or
- iii. Experiencing COVID-19 symptoms and seeking a medical diagnosis.

2. The District is not extending the following provisions of the FFCRA:

Employees may be eligible for two weeks of paid sick leave capped at 80 hours paid at two-thirds (2/3) the employee's regular rate of pay because:

- i. The employee is unable to work because of a bona fide need to care for an individual subject to a quarantine in accordance with a Federal, State, or local government order or advice of a health care provider; or
- ii. To care for a child under 18 years of age whose school or childcare provider is closed or unavailable for reasons related to COVID-19; and/or
- iii. The employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human services, in consultation with the Secretaries of the Treasury and Labor.

3. The District is not extending the Expanded Family Medical Leave Act leave, which provides:

Employees may be eligible for up to 10 weeks of paid expanded family and medical leave at two-third (2/3) the employee's regular rate of pay when the employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or childcare provider is closed or unavailable for reason related to COVID-19.