

MASTER CONTRACT 2018-2019 and 2019-2020

TERRY PUBLIC SCHOOLS

ARTICLE I--PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between School District No. 5, Prairie County, Montana, (hereinafter referred to as the School District) and the Terry Teachers' Association, (hereinafter referred to as exclusive representative) pursuant to and in compliance with Montana Public Employees Collective Bargaining Law, Title 39 Chapter 31 MCA (hereinafter referred to as the ACT) to provide the terms and conditions of employment for the teachers during the duration of this agreement.

ARTICLE II--RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the ACT, the School District recognizes the Terry Teachers' Association as the exclusive representative of teachers employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the ACT and as described in this agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent members of the appropriate unit which shall consist only of full-time and part-time certified teachers of the School District who are certificated in Class 1,2,4, or 5 or 6 as provided in Title 20, Chapter 4, Section 106 MCA and whose position calls for or requires such certification.

ARTICLE III--DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean wages, hours, fringe benefits and other conditions of employment subject to those limitations defined as management rights and prerogatives by the Montana Public Employees Collective Bargaining law, Title 39, Chapter 31, MCA.

Section 2. School District or School Board: The terms "School Board" or "School District", shall mean School District No. 5, Prairie County, Montana, its Board of Trustees, or its officials and representative(s) acting on behalf of the Board of Trustees.

Section 3. Meet and Confer: Meet and confer means the exchange of views and concerns between the School District and exclusive representative.

Section 4. Teacher or Employee: The term "teacher(s)" or "employee(s)" as used herein shall mean a member of the appropriate unit as defined in the Agreement.

ARTICLE IV--SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The School District has, and shall retain without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by Montana Code Annotated 20-3-324 and 39-31-303 to establish school policy of operation, including, but not limited to, the right:

- A. To exercise the executive management and administrative control of the school system and its properties, facilities, programs and contracted activities of its employees;
- B. To employ and re-employ all personnel, determine their qualifications, conditions of employment and work assignments, and further to promote or dismiss such personnel as provided by Montana Code Annotated 20-3-324;
- C. To approve textbooks and teaching material with the recommendation of a curriculum committee composed of an administrator, content area teacher and a similar content area teacher;
- D. To establish and supervise curriculum and manner of instruction in accordance with Montana Code Annotated 20-7-111;
- E. To determine the days that the school shall be in session in accordance with Montana Code Annotated 20-1-302;
- F. To establish terms and conditions of employment, except as hereinafter set forth; and
- G. To consolidate or eliminate any teaching positions as it determines advisable at any time, provided that any employee dismissal complies with the provisions of Montana Code Annotated 20-4-201 to -208.

- H. The Exclusive Representative shall recognize any agent of the Board selected to represent it in any matter covered by this Agreement. The exercise of the foregoing powers and duties by the Board or its agents, including the adoption of policies, rules and regulations, shall be limited only by the specific and express terms of this Agreement and applicable laws of the State of Montana and of the United States of America.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the School District to efficiently manage and conduct the operation.

Section 3. Effect of Laws, Rules, and Regulations: The parties recognize that all teachers covered by this Agreement shall perform the teaching and teaching related services prescribed by the School District. The parties regulations, directives, and orders insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School District, all teachers covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives, and orders shall be mutually resolved by Prairie County District No. 5 Board of Trustees and the Terry Teachers' Association.

ARTICLE V--TEACHER AND EXCLUSIVE REPRESENTATIVE RIGHTS

Section 1. Dues Check Off: The School District shall deduct from the salaries of teachers, such monies for the exclusive representative as said teachers individually authorized the School District to do deduct. Commencing in September and each month thereafter the School District shall deduct in equal installments the monies that the teacher has agreed to pay the exclusive representative during the period provided in the individual's authorization. New authorizations when received by the School District during the school year will be deducted in equal installments over the remaining monthly payments of the teacher's current contractual salary.

Subd. 1. The secretary of the exclusive representative will certify to the School District the current rate of membership dues and the names of individuals who have joined the exclusive representative and will submit to the School District cards signed by the individual teacher authorizing deduction by the School District. In order for a deduction to be made for a given month, the authorization cards must be received by the School District no later than the fifth day of said month.

Subd. 2. The School District shall transmit all deducted monies, along with a list of the names for whom deductions are made, to the treasurer of the exclusive representative on a monthly basis.

Section 2. Information: Upon written request, the School District and the exclusive representative agree to furnish each other such information, or access to such information, as is not confidential and is available and relevant to the collective bargaining relationship provided the requesting party reimburses the other party for the cost determined in advance for providing such information.

Section 3. Meetings: The exclusive representative may request the use of available buildings at reasonable hours for meetings. Scheduling shall be subject to approval of the School District in advance of the time and place of such meetings; the use of school buildings by the exclusive representative shall be subject to the right of the School District to make reasonable charges for such usage.

Section 4. Exclusive Representative Business Leave:

Subd. 1. Teachers who are elected or appointed to represent the exclusive representative may be granted leave, without pay, to attend state, regional and national meetings and conventions. Notice of intended use of exclusive representative business leave shall be given to the Superintendent by the exclusive representative president at least seven (7) days in advance of usage, except in cases of emergency. The aggregate number of days under this section shall not exceed five (5) days per year, and approval of a leave for any teacher shall be subject to the needs of the educational programs of the School District. Further, any individual teacher shall not be allowed to use more than five (5) days of the aggregate number of leave days permitted under this section.

Subd. 2. The School District will grant a specific request of the exclusive representative to send one delegate to the annual MEA-MFT Representative Assembly. Such specific request, would grant a maximum of two (2) days from the delegate's discretionary leave for the delegate selected by the exclusive representative. This one special situation, if granted, shall not alter in any way the School District's position in other portions of this section.

Section 5. Just Cause: No tenured teacher shall be issued a written reprimand, suspended without pay, reduced in compensation, dismissed, non-renewed without just cause. In determining whether there is just cause for any of these actions, the Board shall apply the principle of progressive discipline. Dismissal or non-renewal may be imposed for serious proven offenses such as being under the influence of alcohol or illegal drugs while on duty, willful disregard for the safety of students, theft, dishonesty, leave abuse, commission of a felony criminal offense, sexual harassment (verbal or physical), refusal to maintain a valid teaching certificate, or acts constituting grounds for the revocation of a teaching certificate.

ARTICLE VI--NO STRIKE CLAUSE

During the term of the Agreement, neither the exclusive representative nor any employee shall engage in a strike, defined as any concerted action in failing to report to duty, with willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges, or obligation of employment.

ARTICLE VII--DUTY YEAR

Section 1. Duty Year: The basic duty year for regular full-time teachers shall consist of 187 duty days as scheduled by the School District. For purposes of this Article, a duty day shall mean a day when the teacher is available to perform services as prescribed by the School District.

Section 2. Calendar:

Subd 1. The School calendar shall be set by the Board of Trustees.

Subd 2. It shall be the responsibility of the Superintendent of schools to recommend two school calendars to the Board of Trustees for its adoption. In drafting the proposed calendar the Superintendent shall first consider the welfare of the students but shall also appoint a committee to study possible alternatives to the calendar within the guidelines established by the Board. The committee shall consist of one representative from the School Board, one faculty member from each building, and one non-certified staff. Such committee shall make recommendations prior to the March board meeting.

Section 3. Rescheduling: In the event that an employee duty day is lost due to a school closing, the teacher will not be required to make up the day if permitted by Mont. Code Annotated 20-9-806.

ARTICLE VIII--DUTY DAY

Section 1. Basic Day: Teachers shall report for duty at least 30 minutes before the opening of school. All teachers shall remain on duty at least 30 minutes after the closing of their schools in afternoon except on Fridays and days preceding holidays when it is permissible to leave 10 minutes after school is dismissed.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

Section 3. Additional Activities: Upon mutual consideration, teachers shall also be required to perform additional duties beyond the basic duty day, as is required by the School District, to attend to those matters requiring their attention, including consultations with parents, faculty meetings, open houses, supervisory activities, curriculum meetings, parent conferences and other professional responsibilities not scheduled during the regular duty day.

Section 4. Noon Duty: Noon duty teacher will be given free lunch.

ARTICLE IX--BASIC COMPENSATION

Section 1. Basic Compensation:

Subd. 1. 2018-2020 Rate of Pay: The wages reflected in Schedule A shall be effective for the 2018-2019 school year, and B shall be effective for the 2019-2020 school year, attached hereto, and teachers shall advance one (1) increment on the salary schedule subject to Section 2 hereof.

Subd. 2. Basic Compensation: Montana Retirees employed by the District: any individual who has submitted a resignation from the District, is receiving retirement benefits from the Montana Teachers' Retirement System, and is subsequently rehired as a non-tenured teacher to teach for the District (Returning Retiree), shall have his or her salary prorated to 1/3 of the step and lane of his or her last **executed contract with the District or the statewide average, whichever is greater.** **The salary paid to the returning retiree shall not** exceed the maximum post-retirement earnings (MPRE) set by TRS. The resignation returning retiree severs both accumulated seniority and tenure of the returning retiree. The returning retiree shall receive health insurance benefits equivalent to those provided to a prorated 1.0 F.T.E. under this agreement.

Subd. 3. Administrative Assistant: When the Superintendent is out of the district, discipline and related matters will be referred to the Administrative Assistant. The Administrative Assistant will be a teacher selected at the beginning of each school year and will serve in such capacity for the entire school year. The teacher shall be paid a \$1500 stipend in addition to his/her regular salary. Payment shall be made at the completion of the school year.

Subd. 4. Longevity Bonus: The District shall pay an annual longevity bonus of \$250 when a teacher reaches 20 years service on the salary matrix. This longevity pay is not tied to the salary matrix, but is a bonus to be paid in addition to the teacher's base pay. Longevity pay shall be prorated to a teacher's assigned FTE and shall be paid to all teachers after the first five PI/PIR days.

Section 2. Status of Salary Schedules: The salary schedule shall not be construed to continue beyond the duration of the Agreement and the teacher shall have no right to either increment or lane advancement after the expiration of this agreement.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

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Subd. 1. Eligibility: Credits to be considered for application on any educational lane of the salary schedule must receive approval of the Superintendent of Schools. Requests denied by the Superintendent may be appealed to the Board for their consideration. Each teacher must earn six (6) quarter hours of credit during each five (5) year period to be eligible for continued vertical advancement on the salary schedule.

Subd. 2. Hours for Quarter: Fifteen quarter hours or ten (10) semester hours of approved credit shall constitute one quarter for pay purposes.

Subd. 3. Effective Date: Subject to Subdivision 1 and 2 hereof, individual contracts will be modified to reflect qualified educational lane changes once each year effective at the beginning of the school year, providing a transcript of qualified credits is submitted to the Superintendent's office no later than September 1 of each year. Credits submitted by transcript after September 1 even though otherwise qualifying shall not be considered until the following school year. If a transcript is not available by September 1, other satisfactory evidence of a successful completion of the course will be accepted, pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received.

Subd. 4. Application: Credits to apply to educational lanes beyond a particular degree lane, must be earned subsequent to the earning of the degree, and must be taken from an accredited college or university.

Subd. 5. New Employees: A teacher newly employed who has had experience in school systems or in other fields or endeavors will be allowed the actual number of years of outside experience to a maximum of ten (10). All new hires with 0, 1, 2, or 3 years' experience shall be placed on step 3. Those teachers would then be frozen at that level in accordance with the chart below and then would begin to advance on the steps. All new hires will however, be allowed any cost of living or increase in base.

Years' experience/placement/advancement:

0—new teacher, no experience, placed and frozen on Step 3 for four (4) years
1 year in an accredited school district, placed and frozen on Step 3 for three (3) years
2 years in an accredited school district, placed and frozen on Step 3 for two (2) years
3 years in an accredited school district, placed and frozen on Step 3 for one (1) year

Section 4. Pay Deductions: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days as provided in Article VII herein shall be deducted for each days' absence.

Section 5. Compensation for Assignments Left Vacant: A teacher will be compensated for any extra duty assignment that has been assigned to them as a result of an employee not fulfilling the contract. The compensation will be prorated according to the amount of time or hours left in that activity.

Section 6. Partial Pay: Three Hundred dollars (\$300.00) of the annual salary will be paid after the first five days of school to the teacher if they so elect. The teacher must notify the clerk by the first pupil instruction day as to how they wish the three hundred dollars (\$300.00) be deducted.

Section 7. Pay Day: Pay day will be on the 20th of each month except when the 20th falls on Saturday or Sunday, in which case pay day will be the previous Friday unless both parties to the Agreement approve a different date.

Section 8. Severance Pay: A teacher with Ten (10) or more years of service in the Terry Schools shall, upon termination, be paid for one-fourth (25%) of his or her accumulated unused sick leave payable at a rate equivalent to the daily rate of the final year's contract. Payment of unused sick leave shall not exceed one-fourth (25%) of eighty (80) accumulated days.

ARTICLE X--EXTRACURRICULAR DUTIES

Section 1. Assignment of Extracurricular Duties: The Superintendent or his designee may assign the teacher to extracurricular duties with the following conditions:

Subd. 1. Prior to assignment of extracurricular duties, the positions will be advertised to the entire staff. Present staff members could make application for the extracurricular duties. If the applicants are not acceptable to the Superintendent or his designee, the conditions listed below shall prevail:

Subd. 2. When new staff positions are being filled, the Superintendent will make an effort to find applicants who are qualified to take extracurricular work assignments.

Subd. 3. If the extracurricular assignment cannot be filled by the new employee, the Superintendent shall, after discussion with an existing staff member, assign the extracurricular job to that staff member. At the time the new extracurricular job or jobs are assigned to the existing staff member, the staff member shall have ten (10) days to accept or reject the extracurricular contract offer. All extracurricular assignments assigned at the April or May meeting will be for the ensuing school year. Those duties may be reassigned the following spring.

Subd. 4. Extracurricular assignments shall be subject to established compensation for such services which exceed the teaching or non-teaching services prescribed in the basic contract. The District shall not assign extra assignments to returning retirees if the pay established for those assignments would cause the teacher to exceed their MPRE.

Subd. 5. Extra assignments associated with additional compensation shall not be construed to be tenure assignments.

Subd. 6. High school class advisors (freshman, sophomore, junior and senior) will receive \$200/year. Payment will be made at the completion of the school year. Teachers who take tickets during athletic events will receive an all-season courtesy pass.

ARTICLE XI--GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy may be recommended by a committee consisting of a member of the exclusive representative, a member of the classified staff and a member of the Board of Trustees subject to approval by the School Board.

Section 2. Insurance Premiums Paid: Section 2. Insurance Premiums Paid: For the 2018-19 school year, the School District shall contribute a monthly sum not to exceed \$490 for a single employee insurance plan, \$980 for an employee and spouse, \$809 for an employee and minor children, and \$1323 for a family (employee, spouse and minor children) plan. Minor children shall include any child under the age of 18 and any child under the age of 19 who has not graduated from high school. If an employee who does not enroll any minor children wishes to enroll adult children (a child who has reached the age of 19 or who has reached the age of 18 and graduated from high school) on the employee's plan, the employee is responsible for the premium for the adult children. If this adult child only premium is deemed illegal, discriminatory, or in violation of the ACA by an administrative agency or a court of competent jurisdiction, the School District will make the same premium contribution that it makes for an employee with minor children until such time as a new agreement is reached. Part-time certified staff shall receive health benefits at a prorated amount. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 1. For the 2019-2020 school year the district's contribution shall increase or decrease by the same percentage increase or decrease in the total premium for each coverage, not to exceed 10%. The maximum district contribution shall be \$539.00 for a single employee insurance plan, \$1078.00 for an employee and spouse, and \$889.90 for an employee and minor children, and \$1455.30 for a family (employee, spouse and minor children) plan.

Section 3. Claims Against the School District. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed therein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contributions: A teacher is eligible for School District's contribution as provided in the Article as long as the teacher is employed by the School District. Upon termination of employment within the teacher's contract duty year, all district contribution shall cease, effective on the last working day.

Section 5. Eligibility: Benefits provided in this Article are designed for full-time or part-time certified staff as described in Article II, Section 2.

ARTICLE XII--LEAVES OF ABSENCE

Section 1. Discretionary Leave:

Subd. 1. All regularly employed Teachers shall earn discretionary leave at the rate of twelve (12) days for each year of service in the employ of the School District. Discretionary leave may be used for illness or personal business. A full-time teacher employed for a portion of the year shall earn one day of discretionary leave for each 20 duty days. Part-time certified staff shall receive discretionary leave on a pro-rated basis.

Subd. 2. Discretionary Leave may be accumulated to a total not to exceed eighty (80) days. Current accumulated sick leave will now be considered discretionary leave and will count towards the 80 day limit. Excess discretionary leave beyond the two(2) paid days that is unused by the last day of the contract year will be forfeited.

Subd. 3. Teachers MAY be granted discretionary leave for personal business with pay during each school year upon written application through the principal to the Superintendent. Notification of intention to or application for permission to take a leave for personal business under the Section SHALL be submitted to the principal at least three (3) days in advance, whenever possible, except in the cases of illness or emergency. The request shall state the reason for the proposed leave. The School District reserves the right in its sole discretion to refuse to grant leave if under the circumstances involved it determines such leave should not be granted. At no time will more than one (1) teacher from each building be granted leave for personal business.

Subd. 4. A special leave day may be granted for the day preceding or the day following holidays or vacations, or during the first (5) or last (5) days of the school year at the sole discretion of the Superintendent.

Subd. 5. Leave for illness or personal business shall first be deducted from the annual discretionary leave. Days that exceed the annual discretionary leave shall be deducted from the accrued DISCRETIONARY leave days credited to the Teacher. No more than twelve (12) days may be used for personal business in one (1) year and no more than three (3) days may be used at one time.

Subd. 6. DISCRETIONARY leave shall be allowed by the School District whenever a Teacher's absence is due to personal illness or an illness in the immediate family which prevented his/her attendance at school and performance of duties on that day or days.

Subd 7. The School District may require a Teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for DISCRETIONARY leave pay. In the event that a medical certificate will be required, the Teacher will be so advised before he/she returns to school.

Subd. 8. A maximum of two (2) unused leave days will be reimbursed at the end of the school year at the individual teacher daily rate of pay. Daily rate will be determined by dividing the teacher's annual base salary by days in the school term. The District shall not pay returning retirees for unused leave if the pay established for those days would cause the teacher to exceed their MPRE.

Subd. 9. A teacher employed by the school district shall have the right to donate, in writing, a portion of their unused accumulated leave to another teacher of their choice employed within the school district for the employee's personal illness or physical disability beyond the ill employee's own accumulated discretionary leave. An employee shall not be eligible to receive donated days until the employee has incurred five days loss of pay as a result of exhaustion of accrued discretionary leave. No employee may receive more than twenty (20) donated discretionary leave days during any school year.

Section 2. Bereavement Leave or Family Illness Leave

Subd. 1. Days of absence for serious sickness or bereavement shall be allowed at full pay but shall be limited to five (5) days per serious sickness or bereavement. This leave shall be limited to immediate family, defined as: spouse, son, daughter, father-in-law, mother-in-law, father, mother, grandmother, grandfather, brother and sister, or "special situations" as specifically approved. Applications for bereavement or family illness leave shall be subject to approval of the Superintendent of Schools.

Section 3. Maternity Leave

Subd. 1. Pregnancy shall be treated as a temporary disability with accumulated discretionary leave privileges until the female employee is certified by her physician as capable of performing her teaching duties.

Subd. 2. An employee seeking leave because of pregnancy shall give reasonable notice to the Superintendent regarding the date the leave will commence. A pregnant employee shall be permitted to work as long as she or her physician deem her physically qualified.

Subd. 3. Maternity leave shall be granted. She may resume her job as soon as she and her doctor agree she is physically qualified. Notice of intent to return to her teaching position shall be made two weeks prior to her return.

Subd. 4. An employee absent on maternity leave shall be entitled, on return, to the same job she held at the time she went on leave or, if her position has been abolished, to comparable position at the first vacancy.

Subd. 5. All accumulated discretionary leave must be applied to each maternity leave and any prenatal complications there from. Teachers on maternity leave shall be permitted to perform substitute teaching services. While on sick leave or maternity leave, as explained above, the employee shall receive insurance premium contributions, creditable service toward teacher retirement and related benefits to which that teacher would normally be entitled while in service.

Section 4. Jury Duty: Employees of the Terry School System may, when called to serve on local jury duty; and when on such duty will not lose pay, sick leave or related benefits. Regular compensation, reduced by the amount of compensation received from other sources for jury duty, will be paid. The employee shall submit appropriate compensation records to the District Clerk.

Section 5. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 6. Professional Leave

Subd. 1. A teacher may be given time off with pay to attend functions in connection with curricular or extracurricular activities if the Board of Trustees approved the specific requests. Requests for approval shall be made by application well in advance of the activity.

Subd. 2. Travel and related expense of attending the activity will be considered at the time the request is made to the Board.

ARTICLE XIII--GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher or the Association resulting in a dispute or disagreement between the teacher and the School district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The teacher, administrator, or School district may be represented during any step of the procedure by any person or agent designated by such part to act in his behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in the Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitations and Waivers: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee setting forth the facts and the specific provision of the Agreement allegedly violated and that particular relief sought within twenty (20) days after the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievances. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee.

Section 5. Adjustment of Grievance: The School District and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School District designee shall give a written decision of the grievance to the parties involved within seven (7) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, or his designee provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within seven (7) days after receipt of the appeal. Within seven (7) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. If the grievance has not been resolved at Level II, the grievant or representative may within seven (7) days present the grievance to the Board of Trustees for consideration. The Board of Trustees reserves the right to review or not to review the grievance, but must make that decision within seven (7) days after receipt of the written appeal. In the event the Board of Trustees chooses to review the grievance, the Board or a committee or representative(s) thereof shall within seven (7) days, meet to hear the grievance. After this meeting, the Board of Trustees shall have a maximum of seven (7) days in which to decide the grievance in writing.

Subd. 4. Denial of Grievance: Failure by the School district to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level. This shall not negate the obligation of the School district to respond in writing at each level of the procedure.

Subd. 5. Step Waiver: Provided both parties agree in writing, any level of this grievance procedure may be by-passed at a higher level.

Section 6. Arbitration:

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

Subd. 2. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after ten (10) days, either party may request the Board of Personnel Appeals to submit, within ten (10) days of receipt of the list, the parties shall select an arbitrator by striking two (2) names from the list in alternate order with the first strike privilege awarded to the exclusive representative. The name so remaining shall be the arbitrator. Failure to request an arbitrator list from the Board of Personnel Appeals within the time periods provided herein shall constitute a waiver of the grievance.

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

Subd. 4. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by Montana Law.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration.

Subd. 6. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted in arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy as defined in Article IV of the Agreement. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within its legal rights in the operation of the School District.

Subd. 7. Meetings: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives; unless by mutual agreement of the parties to this agreement other arrangements are made or unless specifically designated by law.

Subd. 8. Filing: All documents, communications, and records dealing with the processing of all grievances shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE XIV--REDUCTION IN FORCE

Section 1. Procedure: In the event the School District determines to reduce staff/lay off teachers, the provisions of this article shall apply.

Section 2. Definitions:

Subd. 1. Teachers: The term teacher used in this article shall refer to tenured teachers.

Subd. 2. Qualified: Qualified means a tenured teacher who is certified by the Montana Office of Public Instruction for apposition established by the school district.

Subd. 3. Days: Days mean calendar days, unless otherwise stated.

Section 3. Seniority: Seniority shall mean the number of teacher work days of continuous service of the regular school year (excluding summer sessions of extended employment), commencing with the first day of actual service with the School District including authorized leaves of absences allowed by the School District pursuant to this Agreement. In case of a tie in number of days, the district shall select by lot.

Subd. 1. Non-tenured teachers shall not acquire seniority until they acquire tenure and upon acquisition of tenure, their seniority date shall revert back to their first day of continuous service under contract, immediately prior to regular contract service shall be counted toward a teacher's seniority.

Subd. 2. When determining seniority, the employment of an employee whose employment had been terminated for reasons other than resignation but subsequently reinstated without interruption shall be deemed to be continuous service.

Subd. 3. The School District shall not be required to transfer a more senior teacher to assignment requiring different certification order to accommodate the seniority claim of a teacher proposed for layoff.

Subd. 4. In the event the District determines to reduce the staff, a tenured teacher shall not be placed on layoff if there is a non-tenured employed in a position for which that tenured teacher is qualified.

Section 4. Administrative Assignment: When the district assigns a tenure teacher serving in an administrative position, the district shall recognize for seniority purposes the tenure teacher's time of service serving in an administrative position

Section 5. Layoffs: For tenured staff, service in grades K-12 shall be considered as one unit.

Section 6. Recall: Tenured teachers who have been on layoff status for not more than 18 months shall have the right of first refusal to take any open teaching position for which such teacher is qualified and has actual teaching experience in this area. After a teacher on layoff has been notified by certified mail at his/her last known address, he/she shall respond to the District within twenty (20) calendar days from receipt of the offer of re-employment. Failure to respond within twenty (20) calendar days results in a forfeit of the layoff status.

Section 7. Effect: Nothing in this Article shall be construed to limit the authority of the School District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff. A teacher, however, may grieve concerning the establishment of his/her seniority date, or the order of layoff except as limited in this agreement. It is further understood and agreed by the parties that the termination of teachers is governed by Montana statutes and nothing herein shall be construed to modify or limit the School District's statutory rights as provided by Montana Law.

ARTICLE XV-MISCELLANEOUS

Section 1. Meet and Confer: Upon written request, representatives of the School District and representatives of the exclusive representative may meet and confer concerning matters of concern to the parties.

Section 2. Resignations: The Board recognizes a teaching contract as a legal document entered into in good faith by both parties. Requests for release from contract shall be granted in special cases only as approved by the Board.

Section 3. Professional Growth: Teachers shall observe all school regulations, shall seek professional growth and participate in curricular study.

ARTICLE XVI--DURATION

Section 1. Term and Reopening: This Agreement shall remain in full force and effect from July 1, 2018, through June 30, 2020, for all items in the Master Contract. If the exclusive representative or the Board desires to modify or amend this Agreement, they shall, prior to January 31, 2020, provide the other party of this Agreement a complete, detailed list of proposals for any amendments or modifications hereto.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and exclusive representative representing the employees. The provisions herein relating to terms and conditions of employees supersede any and all prior agreements, practice, school policies, rules or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of the Agreement. Nothing in the Agreement shall be construed to obligate the School District to continue or discontinue existing or past practice, or prohibit the School District from exercising all management rights and prerogative defined in this Agreement, except insofar as such exercise would be in express violation of any term of terms of this Agreement.

Section 3. Alterations: During its term this Agreement may be altered, changed, added to, deleted or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

Section 4. Severability: The provisions of the Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

FOR TERRY TEACHER'S ASSOCIATION:

FOR TERRY SCHOOL DISTRICT NO. 5, TERRY, MT:

President

Chairman

Secretary

Clerk

DATED this ____ day of _____, 2018

DATED this ____ day of _____, 2018