

COLLECTIVE BARGAINING AGREEMENT



between

**BOARD OF TRUSTEES
SCHOOL DISTRICT NO. 5
SHERIDAN, MONTANA**

and

**SHERIDAN FEDERATION OF TEACHERS
MEA-MFT, AFT, NEA, AFL-CIO
FY 2020-2022**

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ARTICLE I-RECOGNITION

The Board of Trustees, School District No. 5, Madison County, Sheridan, Montana, (hereinafter referred to as the Board or District), recognizes the Sheridan Federation of Teachers, MEA-MFT, AFT, NEA, AFL-CIO, (hereinafter referred to as the Federation), as the exclusive bargaining representative of teachers K-12, resource teacher, and Title I teacher.

ARTICLE II-FEDERATION RIGHTS

- A.** The District shall make available to the Federation any and all public information concerning the School District which is relevant to negotiations or necessary for administration of the Agreement. The cost of reproduction of any such materials shall be shared by the Federation and the District.
- B.** A copy of the Board meeting agenda and minutes of the Board meetings will be available to the Federation when completed.
- C.** A Federation representative shall be allowed a reasonable amount of non-duty work time (not to exceed one hour per week) to pursue official Federation business if such business could not reasonably be conducted at another time. Such leave time shall be allowed upon prior approval of the immediate supervisor and may be denied if there are adverse effects on the District's operation.
- D.** Copies of all Agreements and Addenda thereto between the parties shall be distributed by the Federation to each employee covered by this Agreement. The Board and the Federation will meet within a reasonable time to formalize the publishing of this Agreement. The cost of reproduction of this Agreement shall be equally shared by the parties hereto.
- E.** The Federation shall have the right to use a meeting room in the school building with prior approval of the Superintendent. Denial of such use may be based upon prior scheduling of the facility. The Federation's right to use the facility is predicated upon proper and ethical use, and the exercise of normal security.
- F.** The Federation shall have the right to use the internal mail system and shall have the right to use a reasonable amount of space on bulletin boards that are normally used for teacher announcements. Such announcements and mail may not be derogatory nor may they put an undue financial burden on the District.
- G.** SFT president is to be informed by the Clerk of coming Board meetings, place, date, and time, and given a copy of the agenda. If the president is not available, the information will be given to the next officer in authority. If the meeting occurs during school hours, the president may still attend and a substitute teacher will be provided.

ARTICLE III-DUES DEDUCTION

- A. Within 30 calendar days of the effective date of this Agreement, the employer shall furnish the Federation a list of all employees within the bargaining unit and their addresses. Said list shall be updated on an annual basis and provided to the treasurer of the local Federation.
- B. Upon receipt of a written authorization from an employee covered by this Agreement, the employer shall deduct from the employee's paycheck, an amount equal to the Federation's dues as certified to the employer by the treasurer of the Federation. Changes in the dues rate shall be certified to the employer in writing over the signature of the authorized officer of the Federation at least two payroll periods in advance of such change.
- C. The Federation will indemnify, defend and hold the employer harmless against any claims, demands, suits, or other forms of liability, including the cost of defense, that shall arise out of or as a result from any action taken by the employer for the purpose of complying with this article.

ARTICLE IV-MANAGEMENT RIGHTS

The Federation recognizes that the Board has and shall retain the right to manage and operate its affairs except as limited by this Agreement in such areas but not limited to:

- 1. direct employees;
- 2. hire, promote, transfer, assign, and retain employees;
- 3. relieve employees from duties because of lack of work or funds under conditions where continuation of such work would be inefficient and non-productive;
- 4. maintain the efficiency of district operations;
- 5. determine the methods, means, job classifications, and personnel by which district operations are to be conducted;
- 6. take whatever actions may be necessary to carry out the missions of the district in situations of emergency;
- 7. establish the methods and processes by which work is performed;
- 8. make the staff more cost effective and productive, the school board may offer financial incentives to defray cost of recertification and need not be bound by seniority in making these offers.

The exclusive representative further agrees that all other matters, functions and prerogatives not expressly provided for in this Agreement are reserved to the District.

ARTICLE V-GRIEVANCE PROCEDURE-BINDING ARBITRATION

- A. **Grievance Definition:** A grievance is defined as a written and signed claim by a grievant that there has been a violation or misapplication, of the Master Agreement, District Policy or procedure, or State or Federal Law.
- B. **Rules of Grievance Processing:**
 - 1. Either party may be represented by any person designated by such party to act on her/his behalf.
 - 2. Grievances may be filed in writing directly at Step 3 by written mutual agreement of the parties involved at Step 1.

3. Time limits are to be computed as calendar days. Failure by the grievant to follow the time limits shall result in dismissal of the grievance subject. Failure by the District's representatives to follow the time limits shall allow the grievant to process the grievance to the next step of the procedure. Mailed documents are to be postmarked no later than the last date of the deadline appropriate at that particular step.
4. Officials of the Federation shall be allowed to use a reasonable amount of non-duty work time to investigate formal grievances without loss of regular pay and upon prior approval of the immediate supervisor. Grievance meetings shall be scheduled by mutual agreement. When such meetings are held during the work day, employees required to attend shall be excused without loss of pay.
5. Formal grievances shall be written on the appropriate form (Appendix A) and shall include a statement of the grievance and, if appropriate, which articles of the Agreement were allegedly violated, and the remedy requested. If the grievance is of a repeat or recurrent nature, the remedy of the grievance shall extend back 30/365 days from the date the grievance was filed.
6. No party shall have the authority or power to add to, subtract from or alter or vary in any way the express terms of this Agreement.

C. Procedure

Step 1. The grievant shall within twenty-one (21) days of the occurrence or knowledge of the act or condition which is the basis of the complaint, present the grievance in writing to the immediate supervisor. If a grievance arises from the action of authority higher than that of a building principal, the employee(s) may present such grievance at the appropriate Step of the grievance procedure. The immediate supervisor will arrange for a meeting with the grievant to take place within seven (7) days after receipt of the grievance. The supervisor shall provide the grievant and the Federation with a written answer to the grievance within seven (7) days after the meeting.

Step 2. If the grievance is not satisfactorily resolved in Step 1, the grievant may file her/his written grievance with the Superintendent within twenty-one (21) days of the receipt of the Step 1 decision. The Superintendent shall have twenty-one (21) days to respond in writing to the grievance. The Superintendent may, within the twenty-one (21) days, meet with the grievant in order to investigate and attempt to resolve the grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievant may file her/his written grievance with the Chairperson, Board of Trustees, within twenty-one (21) days of the receipt of the Step 2 decision. The written grievance shall include a copy of the original grievance and the decisions rendered in Step 1 and Step 2. The Board shall meet with the grievant and discuss the grievance at the next regularly scheduled Board meeting. Within twenty-one (21) days from the meeting date, the Board Chairperson shall issue a written decision to the grievant.

Step 4. In the event that a grievance shall not have been settled under the procedure above, the aggrieved may proceed directly to arbitration, which shall be binding on all parties involved.

Step 5. Notice of intention to request submission to arbitration shall be sent in writing to the Board of Trustees by the employee within twenty-one (21) days after receiving the decision of the Board.

Step 6. Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall, within twenty-one (21) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, the aggrieved party may request the Board of Personnel Appeals to submit, within twenty-one (21) days, to both parties, a list of five (5) names. Within seven (7) days of receipt of the list, the parties shall select an arbitrator by each party striking, alternately, grievant and/or her/his representative striking first, from the list two (2) names, and the name remaining shall be the arbitrator. Failure on behalf of the aggrieved to request an arbitration list from the Board of Personnel Appeals within the time periods herein shall constitute a waiver of the grievance.

Step 7. The grievance shall be heard by a single arbitrator and the parties shall have 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.

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/her shall be final and binding on all parties, subject however, to the limitations of arbitration decisions as provided by Montana Law.

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

The Board, the Administration, the Federation and the employee(s) will cooperate with the other in the investigation of any grievance, and further, will furnish the other such information as is necessary for processing of any grievance.

All documents, communication and records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.

The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement. The arbitrator shall not have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

Each party shall bear its own expenses in connection with arbitration, including expenses relating to the parties' representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses for the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of arbitration. Transcript copies are paid for by the individual(s) making the request for such copies.

ARTICLE VI-WORKING CONDITIONS

A. Termination - No tenured teacher may be terminated except for cause.

B. Transfers

1. All members of the faculty shall be notified in writing of vacancies and upcoming vacancies, when a teaching position becomes available, thereby allowing teachers in the system an opportunity to apply, be considered, and granted an interview for the vacant position, before hiring anyone not currently employed by the District.
2. Written request for transfers must be submitted in writing no later than May 5 unless otherwise stated on the posted notice. Such written request may include a detailed description of the individual applicant's qualifications and documentation that the applicant meets the minimum qualifications of the posted position.
3. The selection of a teacher to be involuntarily transferred because of decreased student enrollment or program cuts shall be based on the same criteria as set forth in the Agreement for the selection of an employee layoff.
4. Teachers transferred involuntarily because of decreased student enrollment or program cuts shall have the right to return to their original position should that position become available and provided the teacher makes written request in accordance with the procedure outlined above.
5. Compensation for work outside of contracted duties shall be stipulated in the board-approved Certified Staff Handbook.

C. Staff Reduction

1. In selecting employees to be laid off, the Board shall consider the following criteria: evaluations, job performance, tenure status, the area of expertise and experience of the teacher, and the needs and requirements of the District. If the above listed criteria are equal, seniority shall be the determining factor. No tenured teacher shall be laid off or given a reduction in hours, while a non-tenured teacher is retained in an area where the tenured teacher is certified.
2. Tenured teachers with good job performance who have been laid off and are qualified to fill a vacancy shall be offered reinstatement in inverse order of their layoff. Teachers shall be eligible for reinstatement for up to 24 months after the reduction in force. Such vacancies may be exempted from any posting requirement.
3. A teacher shall receive written notice of their offer of reinstatement at their last known address. If the employee fails to give the District written notice of his/her intention to return to work within 10 calendar days, such teacher shall have forfeited his/her right to reinstatement.
4. For the purposes of this article, seniority shall be defined as the length of a teacher's continuous service with the District in a bargaining unit position since the last date of hire. Seniority shall be considered unbroken for all authorized paid leaves of absence and authorized unpaid leaves in excess of three months, seniority shall cease to accrue but previously accrued seniority shall not be lost.

D. School Year

1. Teachers are required to attend the state educator conference development days each fall. The District may provide alternative professional development during the time the conference takes place, or the teacher may substitute alternative professional renewal credits as follows:
 - a. Renewal credits may not include college credit for advancement on the pay scale;
 - b. Renewal credits must total 12 hours;
 - c. Renewal credits must be completed during the 12 months prior to the conference;
 - d. Renewal credits earned during contracted days may not be substituted;

- e. Written proof of completion of renewal credits must be provided to the Superintendent no later than the Monday following the state conference.
2. Each school year shall be up to 1104 aggregate hours and 7 pupil instruction related days. Prior to any changes in the school day, the changes will be discussed in a Labor/ Management Committee meeting, except that temporary changes may be made in cases of emergency.
3. The full time teacher's day shall begin 15 minutes before the students start time and end 15 minutes after the students are dismissed. Part time teachers shall be expected to start 15 minutes before their assigned class, and may depart 15 minutes after their final class is dismissed. Exceptions may be granted by the Administration.
4. Each teacher is entitled to an average of one prep period a day, in a block of no less than 45 minutes, or a minimum of 228 minutes per week preparation time. This is the time during which the class is receiving instruction from teaching specialists. Teaching specialty areas may include art, music, physical education, library or any of the academic disciplines. Specialists and part-time teachers are entitled to proportional preparation time also. Teacher preparation time is necessary to provide quality education. Whenever possible, teachers will not be assigned other duties during prep time. All available resources (including, but not limited to: teaching staff, administration, and volunteers) will be pursued in order to maintain elementary teacher preparation time.

E. Teaching Assignments and Extracurricular Duties

1. Any employee choosing not to accept extracurricular activities which she/he is not currently performing shall not be penalized or discriminated against.
2. Any employee performing an extracurricular activity shall be relieved of such duty at the end of the current contract year after said employee notifies the Board in writing. Said employee shall not be penalized or discriminated against.
3. Extracurricular stipends will only be paid for activities which occur outside the contractual hours. See Appendix C.
4. Employees shall not be assigned outside the scope of their teaching certificate endorsements and/or their major or minor fields of study without the consent of the individual teacher.
5. All teachers will be given a tentative schedule of their teaching assignments for the ensuing school year by June 15. Final notification of their teaching assignments will be provided to them by July 15. In the event that their schedule changes following the final notification date of July 15, the teachers will be notified and consulted before such changes are finalized. There will be no monetary penalty assessed if a release from their contract is requested due to a late change in teaching assignments.

F. Evaluation Procedure

1. The School District will formulate an evaluation procedure and each teacher will be evaluated in writing. The Board will make final decision on evaluation policy after providing teachers an opportunity for input.
2. The written evaluation reports will be discussed with the teacher, a copy will be given to the teacher, and another placed in the teacher's personnel file.
3. In the event that a teacher receives a negative evaluation, the principal or superintendent will discuss and develop a program for improvement for that teacher within ten working days of the negative evaluation. Teachers are entitled to have a union representative during discussion and development of a program for improvement. The union representative may not participate in developing the improvement plan.

G. Personnel File

1. There shall be only one personnel file on each teacher which shall be located in the Superintendent's office.
2. No derogatory information shall be placed in a teacher's file unless that teacher has been provided an opportunity to review such information and attach rebuttal material.
3. A teacher may enter awards of recognition or achievement into their personnel file with the agreement of the Superintendent.

H. Required Attendance at Meetings

Whenever bargaining unit members are scheduled by the Board or its agents to participate in conferences or meetings, release time shall be granted in cases where such conferences or meetings take place during the teacher's scheduled working time, and when attendance by a teacher is required.

I. Consolidation

In the event that the District is consolidated or reorganized in accordance with state law, all tenured teachers of District No. 5 employed in the new district shall maintain their tenure as provided by Section 20-6-410, MCA (1993) and their seniority as provided by the provisions of this Agreement.

ARTICLE VII-LEAVES OF ABSENCE

[All leaves shall be granted in no less than half day increments. A half day increment is defined as the first four periods or the last three periods of a teacher's scheduled day.]

A. Leave

1. Employees covered by this Agreement shall be granted thirteen days of discretionary leave per school year. The thirteen (13) days shall be available for use at the commencement of the school year. If the teacher fails to complete the entire school year, the District shall be reimbursed at the teacher's daily rate of pay for each leave day taken over those earned on the basis of 1.3 days per full month of service.
2. Teachers with 15 years or more in the District shall receive an additional day, bringing their total to fourteen (14) days.
3. Any leave days remaining at the end of the year may be carried over to the next school year as sick days. A maximum of 105 sick days may be carried over to the next school year. At the end of the school year, any days in excess of 105 days will be paid out to the employee at the current daily rate for certified substitute teachers.
4. At the time the employee properly separates with the District, the teacher will receive pay which equals 25% of the employee's regular pay at the time of severance, for each day of unused sick leave, up to a maximum of 60 days. This cash-out payment shall be used by employees for the purpose of calculating earnings when reporting to the Teacher Retirement System. This same formula will be used to determine the death benefits the District will pay to a teacher's beneficiary for unused sick leave in the event of death of the teacher.
5. Emergency family sick leave may be granted from sick leave. Such leave will be granted at the discretion of the Superintendent and the Board of Trustees.

6. Any planned leave must be approved by the building administration. For leave of more than three (3) consecutive days, teachers will notify the District at least two (2) weeks in advance. Maternity leave is defined in District Policy #5330.
7. After three (3) continuous days of unplanned leave absences, a doctor's verification may be required.
8. Planned leave before and after a holiday or PIR day may be granted on a first request basis and the availability of approved substitute teachers. Teachers will notify the District at least two (2) weeks in advance.
9. Planned discretionary leave may be used on a PIR day with the superintendent's approval. Teachers will notify the Superintendent at least two (2) weeks in advance.

B. Sick Leave Grant

1. Purpose:
To provide additional sick and accidental benefits beyond normal sick leave for certified staff members who are unable to perform normal duties because of illness, quarantine, disability, or doctor's advice.
2. Participants:
All certified staff members who are enrolled dues-paying members of the SFT by October 1st of the current school year.
3. Structure:
 - a. The sick leave grant will not be established until the need has been verified.
 - b. Persons donating may not make a direct grant if it would reduce their sick leave balance to less than ten (10) days.
4. Conditions:
 - a. All leave days previously accumulated by the individual must be exhausted.
 - b. Application must be made in writing to the SFT and shall be accompanied by a physician's statement describing the prognosis for return to work. Application for loan may be made by a personal representative in cases where the individual staff member is unable to do so.
 - c. The SFT shall be responsible for the selection of a committee of three faculty members who would maintain the records. Should one of the committee members be the requester of a grant, another person would be appointed to the committee in that individual's absence so that a fair reasonable decision can be made.
 - d. The Sick Leave Committee recommends the opportunity to review the administration and application of this proposal in one year.

C. Bereavement Leave

Up to three (3) days per year of bereavement leave without loss of pay shall be granted. Additional bereavement days may be granted at the Board's discretion. Any additional days so granted shall be deducted from employee's accumulated sick leave. Bereavement leave shall not accrue from year to year.

D. Civic Duty Leave

Civic duty leave without loss of pay may be granted at the sole discretion of the District for reasonable requests such as: search and rescue, firefighting and other approved emergencies. The approval or denial of civic duty leave shall be based on the needs of the District and the needs of the community.

E. Professional Leave

1. Teachers may be granted leave without loss of pay to attend professional conferences, workshops, seminars or other approved activities. The approval or disapproval of such leave will be at the sole discretion of the District. Requests for professional leave must be submitted to the Superintendent in writing, at least two weeks before the leave date, if possible. The written request will include a summary of the proposed training and the reasons why the training will benefit the District.
2. The Board may reimburse the teacher for reasonable expenses incurred. Prior to the leave date, the teacher will be informed of which expenses will be reimbursed. Teachers on professional leave will not suffer a reduction in salary or accumulated leave.

F. Unpaid Leave of Absence

The Board may at its discretion grant a leave of absence without pay for good and sufficient reasons. Unpaid leaves of absence will only be offered after all of the employee's accrued leave has been exhausted. While on unpaid leave, the employee may have the corresponding amount of substitute teacher wages deducted from their monthly salary, at the certified substitute daily rate.

G. Sabbatical Leave

1. Full-time teachers who have completed seven (7) years of service in School District No. 5 shall be entitled to sabbatical leave of one year. It must be limited to formal education; nothing else--no travel or business. This must be verified and a transcript must be furnished upon completion of the formal education. The number of persons on sabbatical leave in any one year shall be limited to one. Sabbatical leave shall not be granted to any person for longer than one year. Such leave shall not be granted for less than one year. Sabbatical leave may be used only once. Such leave shall only be granted provided a suitable replacement satisfactory to the School Board can be assured. Such leave will not affect a teacher's seniority or placement on the salary schedule. The School District will not advance the teacher a year's experience on the salary schedule for this leave.
2. Applications must be filed on or before the first day of March.
3. Applications for sabbatical leave shall be made upon forms furnished by the Superintendent. The application shall contain information as follows to-wit: applicant's name, educational qualification, employment record, principle fields of work, and purpose of sabbatical leave.
4. Applicants for sabbatical leave, after having been determined to qualify otherwise under this rule, shall be recommended to an eligibility list of the Board in order of their seniority of service in School District No. 5. Such applicant may maintain his position on this eligibility list by renewing his application annually.
5. The District will pay its contribution for the hospitalization plan for the teacher while on sabbatical leave up to \$2,500.00. Such payment may not exceed the salary of the teacher on sabbatical less the salary of the replacement teacher.

6. The applicant for sabbatical leave shall execute an agreement with the School District No. 5 in the following substance and form to-wit:

"I, the undersigned applicant for a sabbatical leave, agree to return to the employment of School District No. 5, Madison County State of Montana, at the expiration of the sabbatical leave, and to serve in my present teaching capacity at the salary provided by agreement between the School District No. 5 and the Sheridan Federation of Teachers, for at least one year thereafter. In the event of any subsequent refusal to perform such service, I agree to refund to School District No. 5, no later than one year after the expiration of the sabbatical leave, the compensation so received for the sabbatical leave." (The refund is to be secured by any sick leave compensation due the teacher.)

Signature of Applicant

H. Year's Leave

A teacher with at least ten (10) years of service in School District No. 5 may request in writing to the Superintendent by March 1, for a one year's unpaid leave of absence for the following year. Such leave shall only be granted provided a suitable replacement satisfactory to the School Board can be assured. No more than one teacher per year shall be allowed this leave, and eligibility shall be by order of seniority of service in School District No. 5. Sabbatical leave shall receive preference, and no more than one teacher may be absent between the two leaves. A year's leave of absence, as referred to herein, may be used only once. Such leave will not affect a teacher's seniority or placement on the salary schedule. The School District will not advance the teacher a year's experience on the salary schedule for this leave.

ARTICLE VIII-FAIR PRACTICE

The District affirms its opposition to and shall not discriminate on the basis of race, creed, religion, color, or national origin, or because of age, physical or mental disability, marital status, sex, or membership in the Federation.

ARTICLE IX-LABOR/MANAGEMENT COMMITTEE

A labor/management committee shall be formed consisting of no more than three employees that are selected by the Federation and three district representatives. Meetings may be called at the request of either party and upon notice and agreement of agenda items to be discussed, shall be held at mutually acceptable times and places. No more than four meetings per school year shall be held except by mutual agreement. This committee shall not take the place of the negotiation process or the grievance procedure but shall be a forum to facilitate communication and the sharing of ideas and shall be used to discuss problems affecting teacher and the District. Prior to employees bringing a matter up in the labor/management committee, the matter will first be discussed with the school administration.

ARTICLE X-NO STRIKE/NO LOCK-OUT

The parties to this Agreement agree that there shall be no strike or lock-out during the term of this Agreement.

ARTICLE XI-INSURANCE

Beginning no later than October 1, a committee of two SFT and two Board members will meet with the insurance carrier(s), develop a presentation to the Board and the SFT, and reach a mutually agreed upon policy. The committee's responsibilities are to compare policies, establish premium/benefit dates, and select an insurance agent. For the term of this contract, the District's monthly contribution to employee health insurance will be equivalent to the cost of single coverage on the basic plan.

Part-time employees who teach four or more hours a day shall receive full insurance contributions as per the above. Part-time employees who teach less than four hours a day shall receive NO insurance benefits.

ARTICLE XII-COMPENSATION

- A.** Employees shall be compensated in accordance with the salary schedules (See Appendix A). Positions in the extracurricular salary schedule will be compensated only by contract approval of the Board.
- B.** Individual teachers may elect to receive their monthly pay in 10 or 12 installments, providing they notify the Clerk of such election no later than 20 calendar days prior to the receipt of the first pay check of the school year. In the event no election takes place, the District shall compensate the teacher as if she/he elected to take pay in 12 monthly installments. Payment shall be made no later than the 20th of each month, except during the last month of the school year.
- C.** A maximum of five years of prior experience as a certified teacher at an accredited school shall be recognized for initial placement on the salary schedule.
- D.** Teachers shall advance one experience level for each year of teaching experience, providing he/she works (75%) 124 days of the contract year. Exceptions may be made by the Board of Trustees.
- E.** A teacher will be allowed a maximum of one step vertically in any one contract year.
- F.** Teachers who expect to have earned sufficient education credits to move horizontally on the salary schedule at the beginning of the next school year must notify the District in writing no later than March 1.
- G.** Advancement on the salary schedule shall be granted only at the beginning of the school year. All course work for such advancement must be completed at an accredited college or university prior to the beginning of the school year and a transcript presented to the District no later than September 15.

- H. For lane change purposes: 1.5 quarter credits equal 1 semester credit. Fifteen quarter credits or ten semester credits are needed for a lane change.
- I. Credit recognition on the salary schedule shall be for continuing education in the area for which the teacher is compensated. The District Superintendent shall determine if submitted credits are acceptable for advancement. A committee of an SFT officer, one board member chosen by the Superintendent, and one board member chosen by the teacher will resolve any disagreement as to whether credits are acceptable.
- J. Credits earned after the initial Bachelor's Degree but prior to or after a Master's Degree (which are not an actual part of the Master's Degree program) shall count toward the M.A. +1. A teacher will be allowed a maximum of one step horizontally in any one contract year. However, teachers earning a Master's Degree in Curriculum & Instruction (with an emphasis in a teaching area) a Master's Degree providing a second certification in a teaching field, a Master's Degree that provides dual credit for students and who provides appropriate notice to the District per Section (f) and (g) above, will advance, at the beginning of the next school year, up to two (2) horizontal steps with the M.A. lane being the maximum lane change. Exceptions (such as after a sabbatical leave of absence) may be granted by the Board.
- K. The base for which extracurricular pay is calculated will be 10.7% of the base salary. In addition, to the base pay for extracurricular activities provided herein, the Board shall pay, starting with the 1990-1991 school year, an experience increment of \$50.00. (For example: if a teacher were paid an experience factor of \$200.00 the 1989-1990 school year, that experience factor would be \$250.00 for the 1990-1991 school year.) There is no cap on the number of years' experience that is allowed.
- L. Beginning with the 2012-2013 year, no full-time teacher shall be paid less than \$30,000. The base district salary per the salary attainment (BA-0) level will remain in effect; however, if a teacher is below \$30,000, the teacher's salary will be adjusted to \$30,000. Once a teacher's salary, per the attainment schedule (steps and lanes), is at or above \$30,000, the salary will be paid at the district attainment schedule.

ARTICLE XIII-RETIREMENT INCENTIVE PLAN

A. Criteria for Eligibility

1. The retirement incentive plan benefits are limited solely to full-time certified contracted personnel. (For employees who meet eligibility requirements for the Plan by June 30, 2022, see Appendix C-1.)
2. Certified personnel who have been employed by the district in a full-time, certified, contracted position for the last 20 years and have 25 years or more of credible service under the Montana Teacher Retirement System at the time of retirement shall be eligible to participate in the early retirement plan (hereinafter referred to as the Plan). Certified personnel who elect to participate in the plan shall submit their resignation and acceptance of the Plan to the District Superintendent by May 1 of the current year indicating retirement at the end of the next contracted school year. The attached forms are to be used for election in the program. The retirement shall become irrevocable upon board approval. (See Appendix C.)

3. If any provision of this plan or any application of this agreement to any employee is held to be unenforceable or contrary to law then, in that event, the Board of Trustees shall have the option of voiding the plan, thereby returning the employee to his or her former employment status, or enforcing the plan to the extent permitted by law.
4. All references to “employee” in this document shall refer to certified, contracted personnel who meet the criteria in subsections 1, 2, and 3 above.
5. This offer will be offered to a maximum of one individual per year. In the event more than one employee applies, the most senior employee shall receive the benefit.

B. Plan Benefit

Participants receive a lump sum payment of \$12,000 termination pay. The District and employees are responsible for their share of the appropriate payroll withholdings/taxes. **NOTE: Participants must irrevocably and unconditionally commit by 4:00 p.m. MST by May 1 of the year preceding retirement.**

C. Other

1. If the employee passes away prior to receiving the entire gross amount agreed upon in this Plan, the district will award the remaining amount to the designated beneficiary in one lump sum dollar amount minus any withholding taxes mandated by law.
2. In the event the District receives and accepts a resignation of an employee under the terms of this document, the employee shall not have the right to revoke said resignation after acceptance by the District.
3. Retirement Incentive forms are contained in the Appendix C of this document.

ARTICLE IVX-RULES GOVERNING THIS AGREEMENT

A. Conformity to Law

The parties recognize that the Board and Federation are subject to all applicable laws in the event any court or authority with jurisdiction finds any provision contained in this Agreement to be in violation or contradiction of law; such provision shall become void and each and every other provision of this Agreement shall remain in full force and effect. The parties will immediately bargain on any language found to be illegal to find ways to meet the intent of the parties legally.

B. Individual Contracts

Any individual contract between the Board and an individual teacher may not conflict the terms of this Agreement. If an individual contract contains any language which directly conflicts with this Agreement, this Agreement during its duration shall be controlling.

C. Changes in the Agreement

The parties agree that during the course of bargaining for this Agreement, each party had the unlimited right to offer, discuss, accept or reject proposals on any and all subjects not removed by law from areas of collective bargaining. Therefore, for the term of this Agreement, no further collective bargaining shall be required upon any provision of this Agreement nor on any other subject, unless by mutual consent of the Board and the Federation.

D. Release from Contract

In the event that a teacher would request release from his or her contract, a monetary penalty may be assessed as follows:

June 20 - July 20 - \$500.00

After July 21- 1/12 of the teacher’s contracted annual salary

Penalty is payable within 30 days of notifying the District. Penalties not received within 30 days will accrue interest at the current prime rate.

E. Duration

This agreement shall be effective upon ratification by the Board of Trustees and the bargaining unit and shall continue in full force and effect until June 30, 2022.

Negotiations each year shall commence no later than January 15.

An accounting of all funds/expenditures shall be available to the president of the Federation no later than June 30, 2022.

Whenever it is possible, the Board will make monetary adjustments in favor of our teaching staff. However, the Board will and must also remain fiscally responsible.

PRESIDENT OF FEDERATION

CHAIRMAN, BOARD OF TRUSTEES

DATE

DATE

GRIEVANCE FORM

Grievant _____ Date Filed _____

Work Site _____ Position with District _____

LEVEL II - PRINCIPAL OR IMMEDIATE SUPERVISOR

Nature of Grievance:

Contract Provision(s) Violated:

Action Requested or Relief Sought:

Signature of Grievant Date

Decision of Immediate Supervisor:

Signature of Supervisor Date

Grievant Response:

- _____ I accept the above decision.
- _____ I hereby refer the above decision to the next step of the grievance procedure.

Signature of Grievant Date

APPENDIX A-1

Sheridan School District No. 5
Salary Schedule 2019-20

0.50%

Years	B.A.	B.A. + 1	B.A. + 2	B.A. + 3	B.A. + 6/M.A.	M.A. + 1	M.A. + 2
0	28561	29418	30275	31131	31988	32845	33702
1	29532	30475	31417	32360	33302	34245	35187
2	30503	31531	32560	33588	34616	35644	36672
3	31474	32588	33702	34816	35930	37044	38157
4	32445	33645	34844	36044	37244	38443	39643
5	33416	34702	35987	37272	38557	39843	41128
6	34387	35758	37129	38500	39871	41242	42613
7	35359	36815	38272	39728	41185	42642	44098
8	36330	37872	39414	40956	42499	44041	45583
9	37301	38929	40557	42185	43813	45441	47069
10	38272	39985	41699	43413	45126	46840	48554
11	39243	41042	42842	44641	46440	48240	50039
12		42099	43984	45869	47754	49639	51524
13			45126	47097	49068	51039	53009
14				48325	50382	52438	54494
15					51695	53837	55980
16						55237	57465
17							58950
	3	3	3	3	3	3	3
	3.4	3.7	4	4.3	4.6	4.9	5.2

APPENDIX A-2

Sheridan School District No. 5
Salary Schedule 2020-2021

.5%

Years	B.A.	B.A. + 1	B.A. + 2	B.A. + 3	B.A. + 6/M.A.	M.A. + 1	M.A. + 2
0	28704	29565	30426	31287	32148	33010	33871
1	29680	30627	31574	32522	33469	34416	35363
2	30656	31689	32723	33756	34789	35823	36856
3	31632	32751	33871	34990	36110	37229	38349
4	32608	33813	35019	36224	37430	38636	39841
5	33584	34875	36167	37459	38750	40042	41334
6	34560	35937	37315	38693	40071	41449	42826
7	35536	36999	38463	39927	41391	42855	44319
8	36511	38062	39612	41162	42712	44262	45812
9	37487	39124	40760	42396	44032	45668	47304
10	38463	40186	41908	43630	45352	47075	48797
11	39439	41248	43056	44864	46673	48481	50289
12		42310	44204	46099	47993	49888	51782
13			45352	47333	49313	51294	53275
14				48567	50634	52701	54767
15					51954	54107	56260
16						55514	57752
17							59245
	3	3	3	3	3	3	3
	3.4	3.7	4	4.3	4.6	4.9	5.2

APPENDIX A-3

Sheridan School District No. 5
Salary Schedule 2021-22

1.00%

Years	B.A.	B.A. + 1	B.A. + 2	B.A. + 3	B.A. + 6/M.A.	M.A. + 1	M.A. + 2
0	28991	29861	30730	31600	32470	33340	34209
1	29977	30933	31890	32847	33804	34760	35717
2	30962	32006	33050	34093	35137	36181	37224
3	31948	33079	34209	35340	36471	37601	38732
4	32934	34151	35369	36587	37804	39022	40240
5	33919	35224	36529	37833	39138	40442	41747
6	34905	36297	37688	39080	40471	41863	43255
7	35891	37369	38848	40326	41805	43284	44762
8	36877	38442	40008	41573	43139	44704	46270
9	37862	39515	41167	42820	44472	46125	47777
10	38848	40587	42327	44066	45806	47545	49285
11	39834	41660	43487	45313	47139	48966	50792
12		42733	44646	46560	48473	50386	52300
13			45806	47806	49807	51807	53807
14				49053	51140	53227	55315
15					52474	54648	56822
16						56069	58330
17							59837
	3	3	3	3	3	3	3
	3.4	3.7	4	4.3	4.6	4.9	5.2

APPENDIX B-1

EXTRACURRICULAR SALARY SCHEDULE 2019-20		\$ 28,561		Salary Base	
		Current Base		%	Payment
Boys' Basketball	10.7% of the base=	3056		0.107	\$3,056.03
Girls' Basketball	10.7% of the base=	3056		0.107	\$3,056.03
Volleyball	10.7% of the base=	3056		0.107	\$3,056.03
Football	10.7% of the base=	3056		0.107	\$3,056.03
F.F.A.	10.7% of the base=	3056		0.107	\$3,056.03
F.C.C.L.A.	10.7% of the base=	3056		0.107	\$3,056.03
Track	10.7% of the base=	3056		0.107	\$3,056.03
Cheerleader /Pep Club	6.4% of Base (Fall) =	1828		0.064	\$1,827.90
Cheerleader /Pep Club	6.4% of Base (Winter) =	1828		0.064	\$1,827.90
Music	80.0% of	3056	2445	0.8	\$2,444.82
Forensics	67.0% of	3056	2048	0.67	\$2,047.54
Drama	40.0% of	3056	1222	0.40	\$1,222.41
Asst. Boys Basketball	67.0% of	3056	2048	0.67	\$2,047.54
Asst. Girls Basketball	67.0% of	3056	2048	0.67	\$2,047.54
Assistant Football	67.0% of	3056	2048	0.67	\$2,047.54
Assistant Volleyball	67.0% of	3056	2048	0.67	\$2,047.54
Assistant Track	67.0% of	3056	2048	0.67	\$2,047.54
Assistant Forensics	55.0% of	2048	1126	0.55	\$1,126.15
Assistant Drama	55.0% of	1222	672	0.55	\$672.33
Second Asst. C Team	17.0% of	3056	520	0.17	\$519.52
Chorus	25.0% of	3056	764	0.25	\$764.01
Yearbook	52.0% of	3056	1589	0.52	\$1,589.13
Cross Country	67.0% of	3056	2048	0.67	\$2,047.54
JUNIOR HIGH ATHLETICS					
Boys' Basketball	53.0% of	3056	1620	0.53	\$1,619.69
Girls' Basketball	53.0% of	3056	1620	0.53	\$1,619.69
Track	53.0% of	3056	1620	0.53	\$1,619.69
Football	53.0% of	3056	1620	0.53	\$1,619.69
Volleyball	53.0% of	3056	1620	0.53	\$1,619.69
Assistant Coaches	55.0% of	2037	1080	0.53	\$1,085.20

EXPERIENCE PAY = \$50.00 PER YEAR

\$126.00 is paid to the head coach for each level of advancement above the district play. Track, football, volleyball, basketball, forensics, pep band and cheerleading are included. If there is no district meet or tournament and the division is the first competition, payment will be for state competition only (forensics, music festival). If FFA/FCCLA members advance to national competition, the stipend will be paid. Assistant coaches get 60.0% of the stipend paid to the head coach for advanced levels of competition.

Additional positions in the extracurricular salary schedule will be compensated only by approval of the Board. FFA and FCCLA advisors will have a provision for additional hours in their contract for time required outside of the contractual year with Board approval.

Activity Director will be paid 16% of base salary plus 1/7 of the base OR 16% of base and an additional prep period. In years where the District hosts the county-wide track meet, the AD will be paid an additional \$500.00 stipend.

APPENDIX B-2

EXTRACURRICULAR SALARY SCHEDULE 2020-21		\$ 28,704	Salary Base		
		Current Base	%	Payment	
Boys' Basketball	10.7% of the base=	3071	0.107	\$3,071.33	
Girls' Basketball	10.7% of the base=	3071	0.107	\$3,071.33	
Volleyball	10.7% of the base=	3071	0.107	\$3,071.33	
Football	10.7% of the base=	3071	0.107	\$3,071.33	
F.F.A.	10.7% of the base=	3071	0.107	\$3,071.33	
F.C.C.L.A.	10.7% of the base=	3071	0.107	\$3,071.33	
Track	10.7% of the base=	3071	0.107	\$3,071.33	
Cheerleader /Pep Club	6.4% of Base (Fall) =	1837	0.064	\$1,837.06	
Cheerleader /Pep Club	6.4% of Base (Winter) =	1837	0.064	\$1,837.06	
Music	80.0% of	3071	2457	0.8	\$2,457.06
Forensics	67.0% of	3071	2058	0.67	\$2,057.79
Drama	40.0% of	3071	1229	0.40	\$1,228.53
Asst. Boys Basketball	67.0% of	3071	2058	0.67	\$2,057.79
Asst. Girls Basketball	67.0% of	3071	2058	0.67	\$2,057.79
Assistant Football	67.0% of	3071	2058	0.67	\$2,057.79
Assistant Volleyball	67.0% of	3071	2058	0.67	\$2,057.79
Assistant Track	67.0% of	3071	2058	0.67	\$2,057.79
Assistant Forensics	55.0% of	2058	1132	0.55	\$1,131.78
Assistant Drama	55.0% of	1229	676	0.55	\$675.69
Second Asst. C Team	17.0% of	3071	522	0.17	\$522.13
Chorus	25.0% of	3071	768	0.25	\$767.83
Yearbook	52.0% of	3071	1597	0.52	\$1,597.09
Cross Country	67.0% of	3071	2058	0.67	\$2,057.79
JUNIOR HIGH ATHLETICS					
Boys' Basketball	53.0% of	3071	1628	0.53	\$1,627.80
Girls' Basketball	53.0% of	3071	1628	0.53	\$1,627.80
Track	53.0% of	3071	1628	0.53	\$1,627.80
Football	53.0% of	3071	1628	0.53	\$1,627.80
Volleyball	53.0% of	3071	1628	0.53	\$1,627.80
Assistant Coaches	55.0% of	2037	1080	0.53	\$1,090.63

EXPERIENCE PAY = \$50.00 PER YEAR

\$126.00 is paid to the head coach for each level of advancement above the district play. Track, football, volleyball, basketball, forensics, pep band and cheerleading are included. If there is no district meet or tournament and the division is the first competition, payment will be for state competition only (forensics, music festival). If FFA/FCCLA members advance to national competition, the stipend will be paid. Assistant coaches get 60.0% of the stipend paid to the head coach for advanced levels of competition.

Additional positions in the extracurricular salary schedule will be compensated only by approval of the Board. FFA and FCCLA advisors will have a provision for additional hours in their contract for time required outside of the contractual year with Board approval.

Activity Director will be paid 16% of base salary plus 1/7 of the base OR 16% of base and an additional prep period. In years where the District hosts the county-wide track meet, the AD will be paid an additional \$500.00 stipend.

APPENDIX B-3

EXTRACURRICULAR SALARY SCHEDULE 2021-22		\$ 28,991	Salary Base
		Current Base	% Payment
Boys' Basketball	10.7% of the base=	3102	0.107 \$3,102.04
Girls' Basketball	10.7% of the base=	3102	0.107 \$3,102.04
Volleyball	10.7% of the base=	3102	0.107 \$3,102.04
Football	10.7% of the base=	3102	0.107 \$3,102.04
F.F.A.	10.7% of the base=	3102	0.107 \$3,102.04
F.C.C.L.A.	10.7% of the base=	3102	0.107 \$3,102.04
Track	10.7% of the base=	3102	0.107 \$3,102.04
Cheerleader /Pep Club	6.4% of Base (Fall) =	1855	0.064 \$1,855.42
Cheerleader /Pep Club	6.4% of Base (Winter) =	1855	0.064 \$1,855.42
Music	80.0% of	3102 2482	0.8 \$2,481.63
Forensics	67.0% of	3102 2078	0.67 \$2,078.36
Drama	40.0% of	3102 1241	0.40 \$1,240.81
Asst. Boys Basketball	67.0% of	3102 2078	0.67 \$2,078.36
Asst. Girls Basketball	67.0% of	3102 2078	0.67 \$2,078.36
Assistant Football	67.0% of	3102 2078	0.67 \$2,078.36
Assistant Volleyball	67.0% of	3102 2078	0.67 \$2,078.36
Assistant Track	67.0% of	3102 2078	0.67 \$2,078.36
Assistant Forensics	55.0% of	2078 1143	0.55 \$1,143.10
Assistant Drama	55.0% of	1241 682	0.55 \$682.45
Second Asst. C Team	17.0% of	3102 527	0.17 \$527.35
Chorus	25.0% of	3102 776	0.25 \$775.51
Yearbook	52.0% of	3102 1613	0.52 \$1,613.06
Cross Country	67.0% of	3102 2078	0.67 \$2,078.36
JUNIOR HIGH ATHLETICS			
Boys' Basketball	53.0% of	3102 1644	0.53 \$1,644.08
Girls' Basketball	53.0% of	3102 1644	0.53 \$1,644.08
Track	53.0% of	3102 1644	0.53 \$1,644.08
Football	53.0% of	3102 1644	0.53 \$1,644.08
Volleyball	53.0% of	3102 1644	0.53 \$1,644.08
Assistant Coaches	55.0% of	2037 1080	0.53 \$1,101.53

EXPERIENCE PAY = \$50.00 PER YEAR

\$126.00 is paid to the head coach for each level of advancement above the district play. Track, football, volleyball, basketball, forensics, pep band and cheerleading are included. If there is no district meet or tournament and the division is the first competition, payment will be for state competition only (forensics, music festival). If FFA/FCCLA members advance to national competition, the stipend will be paid. Assistant coaches get 60.0% of the stipend paid to the head coach for advanced levels of competition.

Additional positions in the extracurricular salary schedule will be compensated only by approval of the Board. FFA and FCCLA advisors will have a provision for additional hours in their contract for time required outside of the contractual year with Board approval.

Activity Director will be paid 16% of base salary plus 1/7 of the base OR 16% of base and an additional prep period. In years where the District hosts the county-wide track meet, the AD will be paid an additional \$500.00 stipend.

APPENDIX C

RETIREMENT INCENTIVE

LETTER OF RESIGNATION

I hereby submit my resignation to the Board of Trustees of Sheridan School District, effective at the end of the _____ school year. I am submitting this resignation in conjunction with my acceptance of the Retirement Incentive Plan offered by the School District. I understand that once this resignation is accepted by the School Board, pursuant to the Plan, I will not have the option to revoke the resignation.

Teacher's signature: _____

Printed Name: _____ Date _____

Designated Beneficiary:

If the employee passes away prior to receiving the entire gross amount agreed upon in this Retirement Incentive Plan, the district will award the remaining amount to the designated beneficiary in one lump sum dollar amount minus any withholding taxes mandated by law.

My designated beneficiary is: _____

STATE OF MONTANA) : ss
COUNTY OF MADISON)

On this _____ day of _____, 20____, before me, a notary public for the State of Montana, personally appeared _____ known to me to be the person whose name is subscribed to the written instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary seal.
RECEIVED IN THE SUPERINTENDENT'S OFFICE BY

TIME _____ DATE _____

SIGNATURE _____

SHERIDAN SCHOOL DISTRICT #5

CONFIRMATION OF APPROVAL

This is to confirm that the Sheridan School District Board of Trustees has received and approved the application of _____ for the Retirement Incentive Plan offered by Sheridan School District. This confirms that the Board of Trustees has accepted the non-revocable resignation of _____ and agrees to comply with the terms of the Retirement Incentive Plan as they relate to _____.

Board Chair Signature
Sheridan School District #5

Date

APPENDIX C-1

Employees who become eligible for the Plan by June 30, 2022, may participate in the plan as defined by the 2016-2019 Collective Bargaining Agreement. (See below) Upon retirement of the three employees who may become eligible by June 30, 2022, Appendix C-1 will sunset.

ARTICLE XIII-RETIREMENT INCENTIVE PLAN

A. Criteria For Eligibility

1. The plan benefits are limited solely to full-time certified contracted personnel.
2. Certified personnel who have been employed by the district for the last 20 years and have 25 years or more of credible service under the Montana Teacher Retirement System at the time of retirement shall be eligible to participate in the early retirement plan (hereinafter referred to as the Plan). Certified personnel who elect to participate in the plan shall submit their resignation and acceptance of the Plan to the District Superintendent by May 1 of the current year indicating retirement at the end of the next contracted schoolyear. The attached forms are to be used for election in the program. The retirement shall become irrevocable upon board approval. (See Appendix C.)
3. If any provision of this plan or any application of this agreement to any employee is held to be unenforceable or contrary to law then, in that event, the Board of Trustees shall have the option of voiding the plan, thereby returning the employee to his or her former employment status, or enforcing the plan to the extent permitted by law.
4. All references to “employee” in this document shall refer to certified, contracted personnel who meet the criteria in subsections 1, 2, and 3 above.
5. This offer will be offered to a maximum of one individual per year. In the event more than one employee applies, the most senior employee shall receive the benefit.

B. Plan Benefit

Participants receive a lump sum payment of \$16,000 termination pay to be paid to TRS. The District and employees are responsible for their share of the appropriate payroll withholdings/taxes. **NOTE: Participants must irrevocably and unconditionally commit by 4:00 p.m. MST by May 1 of the year preceding retirement.**

C. Other

1. If the employee passes away prior to receiving the entire gross amount agreed upon in this Plan, the district will award the remaining amount to the designated beneficiary in one lump sum dollar amount minus any withholding taxes mandated by law.
2. In the event the District receives and accepts a resignation of an employee under the terms of this document, the employee shall not have the right to revoke said resignation after acceptance by the District.
3. Retirement Incentive forms are contained in the Appendix C of this document.

OUR MISSION

*Our Mission at Sheridan Public Schools is to
Ensure a safe learning environment through
proper social interactions
Welcome curiosity and instill confidence
through collaboration
Promote personal responsibility and
leadership
Model and teach initiative and self-direction
Teach communication, critical thinking and
problem solving
Model and teach tolerance, flexibility and
adaptability
Broaden opportunities for all interests
through productivity and accountability
Encourage service to others
Deliver a well-balanced curriculum that
includes technological, creative and physical
discipline
And most importantly provide a place to
belong.*