

July 1, 2023

FRENCHTOWN SCHOOL DISTRICT NO. 40

MASTER CONTRACT

between the

Board of Trustees, Frenchtown School District No. 40

and the

Frenchtown Education Association

for the

2023-2024 School Year

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AGREEMENT

This agreement is entered into by and between the Board of Trustees, School District No. 40, Frenchtown, Montana, hereinafter called the "Board", and the Frenchtown Education Association, affiliated with the Montana Federation of Public Employees (MFPE), NEA, and AFT, hereinafter called the "Association".

ARTICLE I - RECOGNITION AND UNIT DEFINITION

1.1 Association Recognition

The Board hereby recognized the Association as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit. The Board agrees not to bargain with or recognize any other organization purporting to represent the members of the appropriate unit for the duration of this Agreement.

1.2 Appropriate Unit Definition

The appropriate unit consists of all employees employed as teachers, counselors, librarians, and specialists with certification in Class I, II, IV, V, or VI, as provided in Section 20-4-106-MCA. The appropriate unit would also include speech and hearing specialists if the district hires employees to fill these positions. The appropriate unit shall exclude the following:

1. Supervisors as defined by the Act (Title 39, Chapter 31. MCA)
2. Substitute Teachers defined as individuals hired on a temporary basis to replace regular teachers and who work for less than thirty-five (35) consecutive working days in the same position.
3. All other employees.

Unless otherwise indicated the term "teachers" hereinafter shall refer to all employees in the appropriate unit.

1.3 Dues Deduction Authorized

The Board Agrees to deduct in (10) equal installments from the salaries of all teachers such monies for annual membership in the Association (MFPE, NEA, AFT and the Frenchtown Education Association) as said teachers individually authorize the Board to deduct as provided by law. The MFPE membership form shall serve as the dues deduction authorization form. The amount authorized by teachers who submit their authorizations to the Board after October 1 shall be prorated so that the full amount authorized is deducted, in equal payments, by the end of the school year.

1.4 Notifications and Transmittal of Monies

1. The Association will certify to the Board, in writing, the current rate of annual membership dues.
2. By October 1, of each year, the Board will provide the Association with a list of those employees who have authorized the Board to deduct dues for membership in the Association. The Board will notify the Association of any changes in the list approximately every thirty (30) days.
3. All schedules and dues, together with records of any corrections or changes, shall be transmitted to the designated office of the Association on a monthly basis.

4. If the U.S. Supreme Court Janus decision is overturned, all nullified representation fee language will be reinstated into this contract.

1.5 Representation

1. The Association, as the exclusive representative of all the members of the appropriate unit, will represent all teachers, Association members and nonmembers, fairly and equally. No teacher shall be denied Association membership because of race, creed, color, sex, or age.

2. The Association agrees to indemnify and hold harmless the School District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions in this Agreement between the parties for dues deduction.

ARTICLE II - POWERS OF THE BOARD

The Board has and shall retain all powers, rights, authority, and responsibility conferred upon and vested in it by law. The management of the district and the direction of its employees are vested exclusively in the Board. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Board in accordance with such policy or procedure as the Board may determine. Powers of the Board will not be deemed to exclude other management rights not herein specifically enumerated.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS

3.1 Right to Organize

The Board agrees that individual teachers shall have and be protected in those rights provided in 39-31-201 MCA.

3.2 Pertinent Information

The Board agrees to furnish to the Association, upon written request, all information required by law. Information requested which meets the criteria outlined above, will be provided by the district to the Association within ten (10) working days of receipt of the Association's written request for information.

3.3 Association Business

Representatives of the Association will be permitted to transact Association business on school property during the school day provided prior permission is granted by the principal or superintendent; however such representatives may make or receive phone calls and receive or send messages during their non-contact time without permission. The Association will pay long distance charges.

3.4 Association Use of Facilities

The Association will be allowed to use the school buildings as long as the scheduled use is outside the school day. The Association will be allowed to use bulletin boards, which are designated, for Association use. The Association will be allowed to use teacher mailboxes and E-mail to distribute official Association information. The Association will be permitted to make reasonable use of word processors and copiers, which are designated, for its use. Such use shall be subject to reasonable charges for consumables.

3.5 Appearances before Employer

A teacher shall be entitled to have present a representative of the Association during any appearance before the Board or its agents concerning disciplinary matters that are reduced to writing.

3.6 Citizenship Rights

The Board recognizes the teachers' full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline, discrimination, or termination.

3.7 Complaints

If a parent and teacher cannot resolve a complaint or concern, and the parent elects to make a complaint to the administration, the complaint shall be reduced to writing, signed and delivered to the administration. Before further processing of a written, signed complaint, a meeting will be held with the complainant, administrator and teacher involved. If a resolution, satisfactory to all parties, cannot be achieved, the administrator shall, after investigation, prepare a written appraisal. The complaint, the teacher's written response, the administrator's written appraisal, and a record of any counseling meeting with the teacher, shall be placed in the teacher's personnel file. Such written complaints may be used in the evaluation of a teacher.

3.8 Personnel Files

Teachers have the right upon request to review the contents of their personnel files, the location of which shall be made known to them. Files may not be removed from the offices in which they are located for the purposes of the review. Any requested review will be accomplished within twenty-four (24) hours at a time scheduled by the administrator who is responsible for the files. An Association representative may be present for the review if the teacher so requests. Any document to be placed in the teacher's file will be copied and the copy will be given to the teacher. The teacher will be given an opportunity to respond in writing to any document placed in the files. Any document placed in the teacher's file must remain in the file for at least three (3) years. After a period of three (3) years, a teacher may request a meeting with the Superintendent to discuss the removal of said documents from his or her personnel file. If both the employee and Superintendent agree that said documents are not needed or appropriate, the documents will be removed. The Superintendent will have the final determination for the removal of any documents. Except for files necessary for payroll, no additional or duplicate files concerning a teacher's work record will be maintained.

3.9 Just Cause

No tenured teacher shall be disciplined, suspended, dismissed, non-renewed, or terminated without just cause.

The Board agrees to follow a policy of progressive discipline, through these steps:

1. Verbal warning accompanied by a written plan of improvement with a reasonable amount of time for the employee to rectify the identified problem.
2. Written reprimand
3. Suspension
4. Termination.

It is understood that disciplinary action will be taken to a level appropriate to the seriousness of the offense which precipitates said disciplinary action.

3.10 Non-tenured Teachers

No non-tenured teacher shall be disciplined or suspended without just cause. The Trustees of the district may dismiss a teacher before the expiration of the teacher's employment contract for good cause.

Non-tenured teachers may be non-renewed as per Montana State Law. It is understood that nothing in this contract will restrict or limit the Board's legal authority to renew or not renew the contract of a non-tenured teacher.

3.11 Individual Contract

All individual contracts shall be subject to and consistent with state law and the terms and conditions of this Agreement. An example of an individual teacher contract will be appended to this Agreement. (Appendix A)

3.12 Convention

The district will allow two (2) days each year for teachers to attend the annual convention of the state teachers association. The district will require teachers to verify their attendance.

A committee will be formed to provide input on classes and workshops that will be accepted in lieu of Association convention days. This committee shall consist of one administrator and one elementary, one middle school, and high school teacher appointed by the Association.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 Definition of Grievance

A grievance is any alleged violation, misinterpretation or misapplication of any provision of this Agreement. The following procedure shall be used in dealing with grievances.

4.2 Definition of Terms

1. Extensions: Time limits specified in this Agreement may be extended by mutual agreement.
2. Days: Reference to days regarding time periods shall refer to working days. A working day is defined, as all weekdays not designated as holidays by state law, or school calendar.
3. Computation of Time: In computing any period of time prescribed or allowed by procedure 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 Saturday, Sunday, or a day designated as a holiday by state law or school calendar.
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.

4.3 Rights to Representation

At least one association representative shall be informed in advance and be permitted release time in order to be present for any investigatory or disciplinary meeting involving any employee, or any hearing, appeal, or proceeding relating to a grievance.

4.4 Grievance Process

1. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designees, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty-one (21) days of the date the grievant should reasonably have had knowledge of the event or condition giving rise to the grievance.

2. Level One: If the grievance is not resolved through informal discussions, the aggrieved party(ies) shall file their written grievance with the principal who shall give a written decision on the grievance to the party(ies) involved within seven (7) days after receipt of the written grievance.

3. Level Two: In the event the grievance is not resolved in Level One, the decision rendered may be appealed by the exclusive representative on behalf of the aggrieved party(ies) to the Superintendent of schools, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level One. If a grievance is properly appealed to the superintendent, the superintendent shall set a time to meet, taking into consideration the availability of the employees involved, regarding the grievance within seven (7) days after receipt of the appeal. Within seven (7) days after the meeting, the superintendent shall issue in writing to the parties involved, a decision.

4. Level Three: In the event the grievance is not resolved in Level Two, the decision rendered may be appealed by the exclusive representative on behalf of the aggrieved party(ies) to the Board of Trustees, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level Two. If a grievance is properly appealed to the Board of Trustees, the Board or the Board's designee shall set up a meeting within ten (10) days to grant a hearing to the party involved. The Board of Trustees or the Board's designee within seven (7) days after the hearing will render a decision in writing to the party involved.

4.5 Election of Remedies

In the event the grievance proceeds beyond Level Three, the exclusive representative on behalf of the aggrieved party(ies) shall elect to proceed with either binding arbitration as provided within this Agreement or by instituting any action in a court of competent jurisdiction.

A party instituting any action, proceeding or complaint in a federal or state court of law, or before any administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this agreement or to enforce the award of an arbitrator.

4.6 Binding Grievance Arbitration

1. If the exclusive representative is not satisfied with the disposition of the grievance by the Board or, if no disposition has been made within the time period provided, the grievance, only at the option of the exclusive representative, may be submitted before an impartial arbitrator. The exclusive representative shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within ten (10) days of the rendering of a decision at Level Three. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

2. Within ten (10) days after such written notice of submission to arbitration, the superintendent and the exclusive representative will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the Board of Personnel Appeals. If either party objects to the Board of Personnel Appeals' list, a request for an arbitrator's list will be made to the American Arbitration Association and an arbitrator will be selected from that list.

3. The arbitrator selected will confer with the representative of the Board and the exclusive representative, and hold hearings promptly, and will issue his/her decision not later than forty-five (45) days from the date of the submission of final statements. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the exclusive representative and will be final and binding upon the parties.

4. Arbitration Costs: Each party shall bear its own costs of arbitration. The fees and charges by the arbitrator will be paid in equal shares by the parties.

5. Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural issues. The arbitrator's decision shall be based upon the specific provisions of this Agreement. The arbitration process shall be for grievances only. There shall be no interest arbitration.

6. Exception to Time Limits: The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. Notwithstanding the expiration date of this Agreement, any claim or grievance arising there under may be processed through this grievance procedure until resolution. It is understood that in order to be processed, the grievance would have to be filed prior to the expiration date of this Agreement.

7. Reprisals: No reprisals of any kind will be taken by the school district or its designee against any teacher, nor will the exclusive representative or any teacher(s) take any reprisal action against any member of the Board of Trustees or school administration because of their participation in this grievance procedure.

8. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designees, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty-one (21) days of the date the grievant should reasonably have had knowledge of the event or condition giving rise to the grievance.

ARTICLE V - TEACHER EVALUATION

5.1 Evaluation Method

The teacher evaluation instrument shall be included as an appendix to the agreement.

It is agreed a committee of teachers, administrators, and trustees will be formed to investigate alternate evaluation methods and forms. (Appendix B)

5.2 Areas of Evaluation

Teachers will be evaluated on their overall performance as an employee of the district, according to the criteria in the teacher evaluation instrument.

5.3 Conditions of Evaluation

All monitoring and observation of the teachers' activities shall be conducted openly.

5.4 Numbers of Evaluation

Non-tenured teachers shall be given at least two (2) formal written evaluations per year. Tenured teachers will be given at least one (1) formal written evaluation every three (3) years or more frequently as the teacher or administrator may request. These evaluations will be completed before the regular April school board meeting.

5.5 Pre-Evaluation/Post-Evaluation Conference

Any teacher will be provided upon request a pre-conference opportunity with the supervisor conducting the formal evaluation.

All formal observations shall be reduced to writing and shall be followed by a conference between the evaluator and the teacher within a reasonable period of time. At such conference, the teacher will be provided a copy of any recorded observations prepared by the evaluator. If the teacher is not meeting acceptable performance standards, specific written suggestions for improvement shall be issued by the evaluator.

5.6 Notice of Replies to Reports

All written documentation concerning evaluation shall be signed by the teacher as having received the documents. Teachers shall have the right to make a written response and to have the response placed in their personnel files.

ARTICLE VI - LAYOFF AND RECALL

6.1 Reduction in Force (RIF)

In the situation where the Board feels it is necessary to relieve teachers from duties because of lack of funds or declining enrollment in the district the following process will be followed.

6.2 Definitions & Process

- (A) Teacher: The term teacher used herein shall refer only to tenured teachers, regularly employed by the school district.
- (B) Criteria: The criteria will be objectively evaluated, scored, with the scores converted to a scale. The outcome will be weighted with the evaluation receiving 40% and seniority receiving 60%.

B-1 Formula used for evaluations:

Evaluation: The evaluation used assigns four values to a teacher's performance. These values shall be converted to a numerical point value:

Distinguished	4 Points
Proficient	3 Points
Basic	2 Points
Unsatisfactory	1 Point

(Number of Points Earned/Maximum Points Possible) x 40 = weighted evaluation portion.

Example: Teacher A earns 75 points out of a possible 88 Points (4 x 22 = 88 points). Teacher B earns 85 points on the evaluation. Teacher C earns 80 points.

Teacher A – $75/88 \times 40 = 34$ Points
Teacher B – $86/88 \times 40 = 39$ Points
Teacher C – $80/88 \times 40 = 36.4$ Points

Seniority: Those who could potentially be laid off shall determine seniority. The most senior employee in the group shall receive the maximum point value.

Example: Out of the three teachers who could possibly be laid off Teacher A is the most senior with 15 years with the district. Teacher B has 12 years and Teacher C has 7 years. Each teacher would receive the following points:

Teacher A – $15/15 \times 60 = 60$ points
Teacher B – $12/15 \times 60 = 48$ points
Teacher C – $7/15 \times 60 = 27.9$ points

When combining the points for evaluation and the points for seniority results in the following:

Teacher A	
Evaluation	34.0
Seniority	<u>60.0</u>
Total	94.0
Teacher B	
Evaluation	39.0
Seniority	<u>48.0</u>
Total	87.0
Teacher C	
Evaluation	36.4
Seniority	<u>27.9</u>
Total	64.3

Teacher C would be laid off if his/her points remain the lowest after using the formula on the

two most recent evaluations. (In the event of a tie the rounding will be moved out an additional digit until such time as a different point value is determined)

B-2 Formula B1 shall be used on the two most recent evaluations of the teacher. The scores from the formulas listed above would be added together and divided by two to reach the final determination of points. If a different combination of evaluations is being used for the final score of the teachers being considered for a RIF, the Board must be able to demonstrate to the Association that the combination of formulas used was fair to all the teachers involved.

(C) Fully certified: Shall mean such endorsements as required by the State Department of Public Instruction for certification purposes.

(D) Seniority: Seniority shall be defined as the total length of continuous service with the District.

(E) Days: Days means teacher duty days, unless otherwise stated.

6.3 Attrition

The Board shall first attempt to avoid RIF through natural attrition of teachers in the District.

6.4 Retaining Teachers

If RIF is necessary, the needs of the school system to have fully certified teachers who are properly endorsed by the State of Montana in curriculum areas to meet accreditation standards, shall be give first consideration in retaining teachers. The Board may consider multiple endorsements based on the needs of the District. No non-tenured teacher shall be retained if a tenured teacher with certification for that position is being laid-off.

Once the District has transferred teachers the criteria defined above shall then be applied.

6.5 Layoff Benefits

All benefits to which tenured teachers were entitled at the time of their layoff, including unused accumulated sick leave, will be restored to them upon returning to active employment with District 40 during the recall period as specified in 6.7 Recall Procedure, and they will be placed on the proper step of the salary schedule for their position according to their experience and education. It is understood that all reference to "teachers" in this Layoff and Recall Article means tenured teachers.

6.6 Point Value

If the RIF policy is being implemented, the Superintendent shall provide a list delineating the point value of each potentially affected certified staff member to the Association and each teacher.

6.7 Recall Procedure

Teachers who are laid-off will be recalled in reverse order of lay-off to fill openings as they arise provided the teacher is fully certified to fill the opening. A recall list shall be maintained by the District for a period of two (2) contract years. Teachers who have been laid-off and recalled shall not lose tenure.

ARTICLE VII - PROFESSIONAL COMPENSATION

7.1 Basic Salary Schedule

The adopted salary schedule, which is appended to the contract, lists the basic salary for the 187 days. (Appendix C)

7.2 Extended School Year

Compensation for an extended school year, beyond the basic work year of 187 days, will be figured at 1/187 of the teacher's base contract amount for each additional day. (See 10.4 Work Year for the definition of basic work year.)

7.3 Summer School

It is the intent of the School District to encourage the provision of summer school to meet the needs of children for whom special circumstances have created problems best addressed in the specialized environment of a summer program, based on available funding.

Summer school is a cooperative endeavor by faculty and administrative staff. Realizing that necessary funds are not always available, the summer school administrator intends to set summer school salaries equitably based on available funds. In house faculty will be given priority in the hiring of summer school faculty.

7.4 Recognition for Experience

Each teacher will be advanced one vertical experience step each year, provided he/she is not at the end of his/her academic column. Teachers who move from a position at the end of an academic column because of additional education or additional steps added to the salary schedule will advance one vertical experience step each year.

Teachers will be given credit on the salary schedule for up to seven (7) years of prior teaching experience in any other school district accredited by a state-accrediting agency.

7.5 Prior Notification

The Superintendent shall be notified in writing of the teacher's intent to advance a lane or lanes on the salary schedule by June 1st of the current school year. If not done by June 1st the request will not be granted until the following year. Teachers will receive a reminder of the prior notification requirement two (2) weeks before the deadline. Under extenuating circumstances, a teacher not meeting the deadline may petition the Superintendent for consideration.

7.6 Recognition for Additional Preparation

All college credits and/or renewal units acceptable towards Montana Teacher's Certification or renewal of teaching certification will be accepted as additional professional preparation to advance the teacher's preparation status on the salary schedule to the BA+30 level. Movement beyond the BA+30 level to the MA/BA+40 level requires the completion of a master's degree in an education related field or the equivalent of (10) additional semester* credits and/or 150 renewal units. All credits applied towards movement from BA+30 to BA+40 and all credits beyond the master's degree level must receive prior approval of the superintendent. These credits will be based on the following criteria:

- BA+30 to BA+40
- (1) Graduate or approved undergraduate credits and/or renewal units within an approved program focused on specific educational goals designed to enhance the teacher's ability to plan and implement his/her curriculum to fit the need of the district as approved by the Superintendent.
 - (2) A teacher may request a prior evaluation of credits, which do not fall under these headings. These courses in question may be submitted to the Superintendent. The Superintendent will evaluate the program and within ten (10) working days notify the teacher in writing with specific attention to the way(s) in which the courses do, or do not, meet the criteria listed.
- MA to MA+10-20-30
- (1) Graduate or approved undergraduate credits and/or renewal units within an approved program focused on specific educational goals designed to enhance the teacher's ability to plan and implement his/her curriculum to fit the need of the district as approved by the Superintendent.
 - (2) A teacher may request a prior evaluation of credits, which do not fall under these headings. These courses in question may be submitted to the Superintendent. The Superintendent will evaluate the program and within ten (10) working days notify the teacher in writing with specific attention to the way(s) in which the courses do, or do not, meet the criteria listed.

(See Appendix D: Teacher request for Credit Approval for Salary Advancement)

In the event that the teacher does not agree with the evaluation findings, he/she may seek review through a standing committee composed of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent. The findings of this committee will be final. In the event standing committee is unable to come to a consensus decision, the Superintendent's decision will be final.

Documentation of additional professional preparation, completed prior to the start of the school year, if sufficient to advance the teacher's preparation status, shall be submitted to the superintendent not later than the 30th day of September. This documentation may be in the form of an official transcript, course grade slips on an advisor's letter. When the transcript is presented, the increased salary will commence and be paid retroactive to the beginning of the school year.

* Salary Schedule converted from quarter to semester credits on July 1, 2017.

7.7 Pay Periods

Teachers may individually elect to receive their salaries as follows:

Monthly and in twelve (12) equal installments. The last three (3) installments will be paid on the last workday.

Paychecks will be issued on or before the 10th of each month. If a pay date falls on a day when school is not in session, paychecks will be issued on the last school day prior to the 10th of the month.

7.8 Payroll Deductions

Payroll deductions for annuities and savings will be transmitted to the appropriate financial institutions within seven (7) working days of the deduction, unless an emergency makes compliance impossible.

7.9 Mileage Allowance

Teachers authorized by the district to drive personal automobiles shall receive a car allowance in accordance with Section 2-18-503, MCA. Proof of liability insurance, required by the state for private automobiles, may be requested by the district.

7.10 National Board Certification

Certified Educators who are National Board Certified will receive an annual stipend of \$1,200 from the District. Teachers who become Nationally Board Certified need to notify the Superintendent by September 30th in order to receive a stipend for the school year. The stipend will be awarded during the month of October.

ARTICLE VIII - LEAVE

8.1 Sick Leave

Each teacher shall accrue sick leave at the rate of (1) day per month, September through June. Teachers who are less than full-time shall have their sick leave prorated according to their FTE. Teachers may use the annual leave allotment ahead of accrual, but teachers leaving the district's employment having used sick leave in excess of the accrual rate will have their final checks adjusted accordingly. Sick leave days are accumulative, but the maximum number of days that can be carried over from the previous year is one hundred (100) days.

For employees with more than one hundred (100) days of sick leave (allowable maximum number), the employee will have the option to sell back sick leave days in excess of one hundred (100) to the district at the end of the school year at a rate of 2 days = 1 day paid at the certified substitute rate. For example, if an employee has 106 sick leave days at the end of a school year, they could sell back 6 leave days and will be paid at the certified substitute rate for 3 days. The maximum that any teacher can sell back to the district in a school year is 10 days and be paid for 5 days (2 sick leave days = 1 day paid at the certified substitute rate).

Sick leave with pay shall be allowed whenever a teacher's absence is due to illness or accident that prevented his or her attendance at school and performance of duties on that day or days. Teachers may use up to ten (10) days of their sick leave annually for illnesses of a spouse, child, grandchild(ren), any child(ren) for whom the employee is the legal guardian, parent(s) and grandparents. Additional use of sick leave for this purpose may be granted at the discretion of the superintendent.

The principal may authorize a teacher to leave school for less than one-half day, if no substitute is required, without affecting that teacher's sick leave.

A current accounting of sick leave used and sick leave remaining shall be maintained in the district office. The district will notify each teacher of his/her sick leave status on a semester basis.

At the time of termination of employment with the district, teachers will be paid for one-fourth of their accrued sick leave to the maximum of their accrued and accumulated days. Teachers will be paid at their rate of pay at the time of termination. Teachers will be paid at 35% if the teacher has more than 20 years' experience teaching at FTSD #40.

Teachers will be allowed to transfer sick leave to another staff member who has depleted all of their accumulated sick leave and personal days. Teachers may use transferred sick leave for illness of a spouse, child, or parent.

- a. Each teacher may donate sick days to another staff member as long as it does not reduce their accumulated sick leave to less than ten (10) days.
- b. Sick days will be used in the order donated via the district form.

8.2 Bereavement Leave

Five (5) days of bereavement leave per year shall be granted to be used for a death or life-threatening illness in the immediate family. The immediate family includes father, mother, sister, brother, husband, wife, children, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, uncle, aunt, nephew or niece.

The Superintendent, at his/her discretion, may grant the use of sick leave for bereavement leave for immediate family or others after all personal leave has been used.

The Superintendent may grant additional days of bereavement leave without pay.

8.3 Personal/Emergency Leave

Three days of leave will be granted for personal or emergency leaves for each teacher. Teachers may carry forward one (1) day of unused leave to the next year, with such leave then accumulating to a maximum of four (4) days in a given year. Upon completion of fifteen years of service in the district, four (4) days of leave will be granted for personal or emergency leave. Teachers completing fifteen years of service in the district may carry forward one day of unused leave to the next year, with such leave then accumulating to a maximum of five (5) days in any given year.

Teaching staff must give the district one (1) day of advance notice before taking personal leave (except in cases determined to be emergencies). The maximum number of teaching staff who can use this leave at one time is limited to four (4) teachers in the elementary/intermediate, three (3) teachers in the middle school, and/or three (3) teachers in the high school. Exceptions may be made to the maximums in cases determined to be emergencies.

When a teacher's regular personal days have been used, the teacher may purchase up to two additional personal days per year. The rate shall be two (2) sick days in exchange for one (1) additional personal day. The purchase of up to two additional personal days per year is available to teachers who have accumulated 35 sick leave days as of the first day of school.

At the end of each school year, teachers shall have the option of selling back to the district unused personal leave days at the current daily rate of certified substitute teachers.

*Use of personal leave during PIR days, the first five (5) days of the school year, the last two (2) weeks of the school years, or to extend Thanksgiving, Winter, or Spring Break vacations requires the approval of the Superintendent.

8.4 Family Leave

Family leave shall be granted to teachers for a maximum time period of 12 weeks in accordance with the Family Medical and Leave Act. A teacher requesting Family Leave shall file the request in writing with the principal and superintendent in advance when possible.

A teacher on Family Leave may apply any unused sick leave toward days missed, up to a total of 12 weeks.

8.5 Sabbatical Leave

Sabbatical leave will be offered to faculty members on the basis of the following requirements.

1. Full-time teachers who have completed seven (7) years service to the district will be qualified to apply for a one-year sabbatical leave.
2. Leave will be for the purpose of educational advancement in or directly related to one's specific teaching field or fields valuable to the district.
3. The teacher must be enrolled in and attend as a full-time student in a college or university whose credits will be accepted by this state. The teacher must successfully complete all classes contained in the approved sabbatical application.
4. Leave will be granted with a stipend of fifty percent (50%) of the teacher's annual gross salary, less taxation, and other payroll deductions necessary. This stipend will be paid in ten (10) or twelve (12) equal installments.
5. If the applicant does not fulfill his/her obligation to the district, then all district monies plus the annual lending rate percentage for monies used during the leave year are to be returned to the district as stipulated by a promissory note.
6. No more than two percent (2%) of the faculty may be granted leave for any one school year.
7. Teachers accepting leave will agree to return to the district for two (2) consecutive years upon completion of leave.
8. Applicants for leave must submit a formal request and letter of application with other pertinent data to the building administrator no later than November 1.
9. All applications will be reviewed and screened by the leave committee. This committee will consist of one faculty member, one administrator and one board member, each appointed by his/her constituents. Alternates will also be appointed.
 - a. Leave will be reviewed on the basis of merit of request, benefits to district and seniority. The committee's recommendation shall be made to the Superintendent, who shall bring that recommendation to the Board with his/her comments.
 - b. Applicants will be notified of the Board's decision by January 1.
10. A teacher will remain on the same experience step of the salary schedule that he/she would have been eligible for at the time the leave commenced and all other benefits acquired up to that time will be retained.

8.6 Leave of Absence

Teachers may apply for unpaid leaves of absence to be granted at the discretion of the Board. Teachers on leave of absence may continue to participate in the district's insurance program, but shall assume responsibility for payment of the premiums. Teachers will notify the district of their intent to return to the district no later than March 15th of the leave year. Failure to notify by that date may result in loss of contract for the ensuing year.

8.7 Part-time Teachers

Part-time teachers, i.e. those working less than the normal workday, will receive the leave benefits of this contract in increments reflecting the fraction of the normal workday worked. As an example, a one-half (1/2) time teacher would receive ten (10) half days sick leave.

8.8 Association Leave

The Board will provide the Association with a total of five (5) paid leave days annually and the district will pay for substitute teachers.

8.9 Professional Development Leave

The district shall, upon recommendation from the building principal and the prior approval of the superintendent, grant professional development leave with pay to any teacher.

8.10 Professional Accomplishment Leave

The district shall, upon recommendation from the building principal and the prior approval of the superintendent, grant professional accomplishment leave with pay to any teacher.

ARTICLE IX - ASSIGNMENTS

9.1 Assignments

Involuntary Re-assignment of Teachers: Building level administrators will meet with the teacher to be reassigned. The administrator will put the new assignment and job description in writing. The teacher will have 48 hours to accept or appeal the re-assignment. If the teacher agrees with the re-assignment the re-assignment will proceed as scheduled. If the teacher does not agree with the re-assignment an advisory meeting to review the circumstances of the re-assignment will then be held. The meeting shall include the following: two administrators, the teacher considered for re-assignment and representative of their choosing. The findings of the advisory meeting will be reduced to writing and delivered to the Superintendent. The Superintendent will have the final determination on all re-assignments.

Re-assignment shall not include adding or changing classes in the teacher's assigned area. Re-assignment shall refer to changes that occur where a teacher is changing grade level in the elementary or being assigned in a new content area in the middle school or high school, which has at least 50 percent or more new classes.

Teachers scheduled for a change of assignment for the coming school year will be notified with an attachment to their individual contract no later than June 1st. In the event a change of assignment has to be made after such notification, teachers affected will be notified prior to the effective date of the change and will be provided a written explanation of the changes.

Two days of paid preparation will be allowed if the reassignment occurs within 14 days of the beginning of the new school year.

9.2 Vacancies

Whenever a vacancy or new position within the bargaining unit occurs, the district will post notices of the same on at least one bulletin board in each school building and via e-mail in each building. The notice

must contain a statement of minimum qualifications. During the summer recess, the district will email a notice of vacancies to all teachers in the district.

9.3 Chaperone and Athletic Activities

Chaperone and athletic activities, which are not required by extra-curricular contracts, are voluntary.

9.4 Extra-Curricular Assignments

Teachers given extra-curricular assignments set forth in the extra-curricular salary schedule (Appendix E) will receive separate contracts for such duties and shall be compensated according to the extra-curricular salary schedule contained in this Agreement. Extra-curricular positions will be noticed to bargaining unit members according to the vacancy clause (Section 9.2) of the Agreement, however, the school can hire from outside the district. The district recognizes the advantages of having coaches on staff who are able to interact and communicate with students, interact and communicate with administration, monitor athletes' academic standing and communicate with other teachers regarding those athletes, and be an integral part of the daily school culture. Therefore, any bargaining unit member who applies shall receive an interview. Any suitable bargaining unit member will receive preference in hiring. Anyone holding an extra-curricular position will be paid according to the negotiated extra-curricular schedule.

ARTICLE X - WORK LOAD

10.1 Workday

The basic workday will be eight (8) hours except on Fridays and days preceding holidays, in which case teachers will be free to leave after the buses leave. The basic workday will not exceed eight (8) hours. This does not include staff meetings, extra-curricular activities or other educational responsibilities assigned by the principal. Whenever possible (except in cases of emergencies), a minimum of twenty-four (24) hours notice will be given to the teachers for staff meetings or other educational responsibilities assigned. Variations from these standards may be allowed as mutually agreed between the parties.

10.2 Duty Free Lunch

K-8: Teachers will receive a duty free lunch period of at least thirty (30) minutes. Teachers agree to cover the lunch-playground duty in the event an aide is unable to be on duty. The rotation will be set up by the building principal on an equitable basis. Every attempt possible will be made to have lunch playground duty covered by the aide or a substitute. On the days a teacher must provide lunchroom or playground supervision, they will receive lunch for that day free of charge.

High School: High school teachers will receive a duty free lunch period of at least thirty (30) minutes; except for those days then teachers are assigned to monitor students during the noon period. Up to six (6) teachers may be assigned for each noon period. On the days teachers are assigned noon duty, they will receive lunch for that day free of charge.

10.3 Preparation Time

Each full-time high school teacher will receive a minimum of sixty (60) minutes per day during the student day. The student day shall be defined as beginning with the first student bell and ends with the dismissal bell. If the high school abandons or significantly modifies the block schedule then the high school staff will have a preparation period that conforms to that schedule-not to fall below forty-five (45) minutes per

day during the student day. If the schedule is changed back to a full block schedule, teacher preparation time will return to sixty (60) minutes per day.

Each elementary, intermediate, and middle school teacher will receive a minimum of two hundred twenty (220) minutes per week, during the student day, for planning and/or preparation, exclusive of his/her lunch period. Blocks of time shall be no fewer than forty (40) minutes. Forty (40) minute blocks of time shall be provided unless schedules prohibit such flexibility, however time will be provided on days where more flexibility is available. The forty (40) minute blocks do not apply to lunch period/recess.

Teachers who are shared between elementary or middle school and high school will receive a minimum of forty-five (45) minutes per day preparation time during the student day. Teachers who are shared between separate campuses will also be given a minimum of ten (10) minutes travel time to move from one campus to the other that is not part of their preparation time or their duty free lunch time. The district recognizes that ample teacher preparation time is essential to the provisions of the highest quality education.

When teachers voluntarily give up their preparation period to substitute in another teachers class they will be paid \$10 for every 30 minutes of substituting.

10.4 Work Year

The basic work year shall consist of one hundred and eighty-seven (187) days. (See 7.1).

10.5 School Calendar

Prior to adoption of a school calendar, the Board will approve of the proposed calendar during a properly noticed Board meeting. The Association will provide input through a committee consisting of one elementary teacher, one intermediate school teacher, one middle school teacher, one high school teacher, one classified person, and Superintendent.

ARTICLE XI - INSURANCE

11.1 Insurance

The district will provide the insurance programs listed below as negotiated, unless waived:

- (1) Health Insurance: A major medical, vision and dental program for bargaining unit members and their dependents.
- (2) Life Insurance: A term life insurance policy in the amount of five thousand dollars (\$5,000.00) for bargaining unit members.
- (3) Long-term Disability Insurance: A long-term disability insurance program for bargaining unit members.
- (4) Short-term Disability Insurance: A short-term disability insurance program for bargaining unit members will be included whenever long-term disability insurance does not go into effect at the 31st day.

Part-time employees may elect to take part in the District's Health insurance plan by paying a prorated premium.

For the purpose of this section only, a full-time employee is defined as a permanent employee of the district, working in the bargaining unit, who is in a position scheduled to work or be on pay status of .75 FTE.

For the purpose of this section only, a part-time employee is defined as a permanent employee of the district, working in the bargaining unit, who is in a position scheduled to work or to be on pay status of .5 FTE or greater. Any employee who is in a position scheduled to work or be on pay status for less than .5 FTE is not eligible to participate in the School District’s insurance plan.

The employee’s insurance coverage and termination of coverage shall be determined by the insurance plan documents. Coverage, for an employee leaving the District that is currently enrolled in the District health insurance plan, will end on the last day of the month in which an employee worked. A former employee will have the options of continuing coverage through COBRA or as a retiree, as applicable.

It is understood that the district’s only obligation under this Article is to pay the premium amounts agreed to herein and no claim shall be made against the district as a result of denial of insurance benefits and/or coverage.

The premiums and contributions for each plan for the 2023-2024 school year will be as follows:

Plan	Total Premium	District Contribution	Employee Contribution
RM Employee Only	\$892.35	\$643.99	\$248.36
RM Employee/Child	1512.06	940.52	571.54
RM Employee/Spouse	1785.06	1212.29	572.77
RM Family	2456.44	1475.87	980.57
CM Employee Only	790.35	638.49	151.86
CM Employee/Child	1344.06	924.02	420.04
CM Employee/Spouse	1581.06	1192.29	388.77
CM Family	2181.44	1449.37	732.07
HE Employee Only	638.35	536.56	101.79
HE Employee/Child	1093.06	730.02	363.04
HE Employee/Spouse	1277.06	797.58	479.48
HE Family	1771.44	1073.95	697.49

The District contribution, as listed above for the 2023-2024 school years for insured part-time employees will be prorated.

It is understood that the amounts the district shall contribute listed above shall apply only to the district’s regular Health Benefit Plan. The employee and employer rates for the district’s High Deductible Health Plan (HDHP), started in fiscal year 2016, are set to meet the requirements of the Affordable Care Act (ACA) and are not listed in this section.

No employee of the district may combine monies with another employee in or out of the bargaining unit to purchase one insurance policy and/or coverage.

The District’s Insurance Committee shall include teachers, administrators, trustees, and classified staff members. This Insurance Committee, with input from each groups (Frenchtown Education Association, Frenchtown Classified Association and the Administration), will review and/or recommend adjustments in the Insurance Package to the Board of Trustees.

11.2 Retire Benefits

Teachers who retire from active service shall be eligible to continue in the school district's group insurance programs subject to the provisions of current state and federal law, but shall pay the entire premiums as set for the district by the Employee's Benefit Trust Fund for such coverage, commencing with the cessation of the district contributions.

It shall be the responsibility of said retirees to make appropriate arrangements with the district business office to pay to the insurance trust fund the monthly premiums in advance of the premium dates.

11.3 Confidentiality of Records

The confidentiality of individual claims and medical records will be maintained by the plan supervisor and no such medical information will be released to other parties including the employer, without the expressed written approval of the employee on a case-by-case basis.

11.4 District Obligations

It is understood that the district's only obligation is to provide and pay for the insurance programs as agreed above. The district will not be responsible for a denial of benefit claims by the insurance carrier.

11.5 Flexible Benefits

Frenchtown School District #40 adopted a Cafeteria plan that provides employees with a choice between cash and benefits under the Medical Related, Dependent Care, Life Insurance and Medical Reimbursement Plan maintained by Frenchtown School District #40. This plan qualifies as a "Cafeteria Plan" under Section 125 of the Internal Revenue Code of 1986, as amended, and is to be interpreted in a manner consistent with the requirements of Section 125.

Each employee who has met the eligibility requirements for the School District's Medical Insurance plan is eligible to participate in the Flexible Benefits plan. The district will pay the Administrative Fee for the Flexible Benefits plan (currently \$63.00 per year), unless waived.

ARTICLE XII - CURRICULUM DEVELOPMENT

12.1 Curriculum Development

Teachers who participate in curriculum development outside their normal workday will receive compensation at a daily rate of \$150 based on a 7 ½ hour workday for teachers. Curriculum development is defined as writing, reviewing, and evaluating district curriculum, developing curriculum assessments, and aligning the curriculum to state standards.

ARTICLE XIII - EFFECT OF AGREEMENT

13.1 Changes in Agreement

For the term of this Agreement, no change shall be made in any provision of this Agreement unless by mutual consent of the parties hereto.

13.2 Compliance of Individual Contract

Any individual contract between the Board and a teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions this Agreement and state law. If an individual

contract contains any language inconsistent with this Agreement or state law, this Agreement or state law shall be controlling.

13.3 Savings Clause

If any provision of this Agreement is determined or declared to be contrary to, or in violation of any state or federal law by a court of competent jurisdiction, the remainder of this Agreement shall not be affected or invalidated. In such case, the parties will meet as soon as possible to negotiate regarding the affected sections.

13.4 Scope of Agreement

This Agreement constitutes the entire agreement between the parties and no verbal statements or past practices supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed by the parties hereto. The parties further acknowledge that during the course of collective bargaining each party has the unlimited right and opportunity to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provisions of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

13.5 Non-discrimination Clause

The provisions of this Agreement shall be applied without regard to race, national origin, creed, religion, color, age, sex, marital status, domicile, residence, or any family relationship to another teacher or employee.

13.6 Duplication and Distribution

The Board will provide each member of the bargaining unit with one (1) copy of this Agreement. The Board will provide ten (10) copies of this Agreement to the Association.

ARTICLE XIV - DURATION OF AGREEMENT

14.1 Effective Period

This agreement shall be effective as of July 1, 2023 and shall continue in full force and effect until June 30, 2024.

14.2 Renewal and Reopening of Agreement

This Agreement will automatically be renewed and will continue in force and effect for additional periods of one (1) year unless either party gives notice to the other party, not later than ninety (90) days prior to the expiration date or anniversary thereof, of its desire to open the contract for negotiations.

14.3 Date and Signatures

This Agreement is signed this _____ day of _____, 2023.

IN WITNESS THEREOF:

For Frenchtown Education Association

President

Secretary

For Board of Trustees, School District #40

Chairman

District Clerk

Appendix A: Addendum – Frenchtown School District #40 – Teachers Master Agreement

FRENCHTOWN SCHOOL DISTRICT #40 - TEACHER'S CONTRACT

THIS AGREEMENT made and entered into this ____ day of ____ 20____ between _____ party of the first part, and the Board of Trustees of School District No. 40, Frenchtown, Montana, party of the second part.

WITNESSETH; That the said party of the first part, who holds a legal certificate to teach in said district under the conditions imposed by the laws of the State of Montana and the rules adopted for use in the said school district, hereby agrees for the consideration herein named to teach school in the said district for a period of ____ school days, beginning _____ 20__ and ending about _____ 20____, exact dates to be decided upon by the Board of Trustees. Party of the first part agrees to enforce the policies, rules and regulations prescribed by the Superintendent of Public Instruction, Board of Trustees, and the Administration of School District No. 40, given within their authority to use only such text books as are prescribed by law to keep and make the returns prescribed and to use the prescribed course of study.

IT IS AGREED between the parties hereto that the said first party shall at all times comply with, fulfill and enforce the laws of the State of Montana relative to teaching the rules of the said second party and Superintendent of Public Instruction, and to render to the said second party his best services as a teacher and in the event of the said first party in any manner failing to fulfill, keep and perform any of the terms in this contract, the said second party shall have the right to discontinue the services of said party and annul and determine this contract.

THE PARTY OF THE SECOND PART hereby agrees to pay the party of the first part the sum of:

\$ _____ payable in 12 installments,

the installments to be paid on the tenth (10th) day of the month, or the Friday preceding the tenth (10th) when the tenth (10th) falls on the weekend: (June, July, and August installments to be paid on the last work day). The teacher's salary will be paid at the rate stated above per annum, less deductions required under Federal and State Laws, and such other deductions as shall be mutually agreed to.

IN WITNESS WHEREOF, The parties hereto cause this agreement to be duly signed in duplicate originals, each of which shall be entitled to full faith and credit.

Teacher signature

Chairman, Board of Trustees

SOC.SEC NO.

DATE OF BIRTH

DATE

CLERK, BOARD OF TRUSTEES

NOTE: Contract must be returned directly to the Superintendent/District Administration Office no later than _____

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APPENDIX B: Addendum – Frenchtown School District #40 –Teachers Master Agreement

**FRENCHTOWN PUBLIC SCHOOLS
TEACHER FORMAL EVALUATION SUMMARY**

Teacher _____ School _____

Grade Level(s) _____ Date _____

U=Unsatisfactory

DE=Developing

P=Proficient

D=Distinguished

	U	DE	P	D	
Domain 1: Planning and Preparation					Domain 1 Summary
1a: Demonstrating Knowledge of Content and Pedagogy <ul style="list-style-type: none"> The teacher demonstrates knowledge of the content and of the structure of the discipline, knowledge of prerequisite relationships, and common student misconceptions. 					
1b: Demonstrating Knowledge of Students <ul style="list-style-type: none"> The teacher demonstrates familiarity with individual students' backgrounds, cultures, skills, language proficiency, interests, and special needs. 					
1c: Setting Instructional Outcomes <ul style="list-style-type: none"> The teacher's instructional purpose is clear, reflecting rigorous learning and curriculum standards. Different types of content are represented (e.g., knowledge, thinking skills). 					
1d: Demonstrating Knowledge of Resources <ul style="list-style-type: none"> Seeks out resources in and beyond the school to enhance own knowledge and to use in teaching. 					
1e: Designing Coherent Instruction <ul style="list-style-type: none"> Learning experiences aligned to instructional outcomes, suitable to all students, engaging, clear, differentiated 					
1f: Utilizing Student Assessments <ul style="list-style-type: none"> Assessments are aligned with instructional outcomes, have clear criteria and standards 					
Domain 2: Classroom Environment	U	DE	P	D	Domain 2 Summary
2a: Creating an Environment of Respect and Rapport <ul style="list-style-type: none"> Classroom interactions between the teacher and students are respectful, reflecting warmth and caring and sensitivity to students' cultures and levels of development. Student interactions are respectful. 					
2b: Establishing a Culture for Learning <ul style="list-style-type: none"> The level of energy, from both students and teacher, is high, creating a culture for learning in which the subject is important and students clearly take pride in their work. 					
2c: Managing Classroom Procedures <ul style="list-style-type: none"> Little instruction time is lost because of classroom routines and procedures, transitions, handling of supplies, and performance of non-instructional duties, which occur smoothly. Students contribute to classroom routines 					

2d: Managing Student Behavior <ul style="list-style-type: none"> Standards of conduct are clear, with teacher’s sensitive monitoring of student behavior and subtle response to misbehavior. 					Domain 3 Summary	
2e: Organizing Physical Space <ul style="list-style-type: none"> The classroom is safe, and the physical environment ensures the learning of all students and is conducive to the goals of the lesson. Technology is used skillfully, as appropriate to the lesson. 						
Domain 3: Instruction	U	DE	P	D		
3a: Communicating with Students <ul style="list-style-type: none"> Expectations for learning, directions, and procedures are clear to students. The teacher’s explanation of content is effective and anticipates possible student misconceptions. 						
3b: Using Questioning and Discussion Techniques <ul style="list-style-type: none"> The teacher’s questions are at a high cognitive level, and the teacher allows sufficient time for students to answer. All students participate in the discussion, with the teacher stepping aside when appropriate. 						
3c: Engaging Students in Learning <ul style="list-style-type: none"> Students are engaged throughout the lesson in learning. The activities, student groupings, and materials are appropriate to the instructional outcomes. The lesson’s structure is coherent, with suitable pace. 						
3d: Using Assessment in Instruction <ul style="list-style-type: none"> Assessment is used in instruction, through self-assessment by students, monitoring of progress of learning by teacher and/or students, and high-quality feedback to students. Students are fully aware of the assessment criteria used to evaluate their work. 						
3e: Demonstrating Flexibility and Responsiveness <ul style="list-style-type: none"> The teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests. The teacher adjusts the lesson when needed. 						
Domain 4: Professional Responsibilities	U	DE	P	D		Domain 4 Summary
4a: Reflecting on Teaching <ul style="list-style-type: none"> Assesses lesson effectiveness, modifies, implements alternative strategies, analyzes results 						
4b: Maintaining Accurate Records <ul style="list-style-type: none"> Instructional and non-instructional records are accurate, efficient, effective 						
4c: Communicating with Families <ul style="list-style-type: none"> Communication is frequent, sensitive to cultural traditions, engages families in the instructional program, appropriateness of interactions 						
4d: Participating in a Professional Community <ul style="list-style-type: none"> Teacher contributes to the professional community in school & district events, projects and maintains positive, productive relationships with colleagues. 						
4e: Growing and Developing Professionally <ul style="list-style-type: none"> Seeks professional development based on individual assessment of need and shares expertise with others, welcomes feedback from colleagues 						

4f: Showing Professionalism <ul style="list-style-type: none"> Displays high level of ethics & professionalism with students, colleagues, families and complies with district regulations. 					
Other School-related duties <ul style="list-style-type: none"> Clubs, organizations, sports, events, grants, additional responsibilities 					

Scores of Unsatisfactory (U) and Basic (B) require establishment of an Individual Professional Growth Plan

Evaluator Comments	Teacher Comments
--------------------	------------------

 Evaluator's Signature / Date

 Teacher's Signature / Date

APPENDIX C: Addendum – Frenchtown School District #40 – Teachers Master Agreement

2023-2024 Fiscal Year Teachers Salary \$35,165 Base

Steps	Exp	BA	BA+10	BA+20	BA+30	BA+40/ MA	MA+10	MA+20	MA+30
1		35,165	36,185	37,234	38,314	39,425	40,568	41,745	42,955
2	0,1	36,185	37,234	38,314	39,425	40,568	41,745	42,955	44,201
3	2	37,234	38,314	39,425	40,568	41,745	42,955	44,201	45,483
4	3	38,314	39,425	40,568	41,745	42,955	44,201	45,483	46,802
5	4	39,425	40,568	41,745	42,955	44,201	45,483	46,802	48,159
6	5	40,568	41,745	42,955	44,201	45,483	46,802	48,159	49,556
7	6	41,745	42,955	44,201	45,483	46,802	48,159	49,556	50,993
8	7	42,955	44,201	45,483	46,802	48,159	49,556	50,993	52,472
9	8	44,201	45,483	46,802	48,159	49,556	50,993	52,472	53,993
10	9	45,483	46,802	48,159	49,556	50,993	52,472	53,993	55,559
11	10	46,802	48,159	49,556	50,993	52,472	53,993	55,559	57,171
12	11	48,159	49,556	50,993	52,472	53,993	55,559	57,171	58,828
13	12				53,993	55,559	57,171	58,828	60,534
14	13				55,559	57,171	58,828	60,534	62,290
15	14				57,171	58,828	60,534	62,290	64,096
16	15					60,534	62,290	64,096	65,955
17	16					62,290	64,096	65,955	67,868
18	17					64,096	65,955	67,868	69,836
19	18					65,955	67,868	69,836	71,861
20	19					67,868	69,836	71,861	73,945
21	20					69,836	71,861	73,945	76,090

- HB143: An Act incentivizing increases in base pay for public school districts. Frenchtown School District is using these funds to increase teacher pay throughout the District. The District reserves the right to provide a stipend to teachers that are in the first three (3) years of their teaching career.
- Outside Experience – 7 years maximum
- Coaches and directors will receive additional salaries in accordance with Appendix E: “Extra Curricular Salary Schedule”
- Certified Special Education Teachers and staff that identify and manage special education students shall have the opportunity to work up to two (2) additional days during the summer prior to the 2023-2024 school year at the rate of \$250 per day for a maximum of \$500.

Appendix D: Addendum - Frenchtown School District #40 - Teachers Master Agreement

Teacher Request for Approval of Credits for Salary Advancement

Employee Information:

Name _____ Date of Request _____
Current Teaching Assignment _____
Number of Years in District _____ Hire Date _____
Placement at Hire: (steps and lanes) _____
Current Placement: (steps and Lanes) _____

Class or Workshop Information:

Class or Workshop Title _____
Class or Workshop Number _____ Start Date _____ End Date _____
Class Dates _____ Class Times _____
Instructor Name _____ College or University _____
of hours in Class _____ # of Credits requested : _____ Semester _____ Quarter _____

How is this class designed to enhance your ability to plan and implement your curriculum to fit the need of the district?

Type of Approval Requested:

- A) Renewal Credit for movement on salary schedule - this credit if approved will apply towards my movement
From _____ to _____
- B) College Credit for movement on salary schedule - this credit if approved will apply towards my movement
From _____ to _____
- C) Other ... Describe and Explain:

Are there any special circumstances in this request? (Please write your explanation on the reverse side of this page or attachment)

Materials on reverse side or attached: ___ yes ___ no

Is your credentials file and review sheet in the personnel office up to date? ___ yes ___ no

Are additional information sheets attached? ___ yes ___ no

Teacher signature verifying the above and attached materials is correct:

_____ Date _____

Administrative Determination:

I. Principal Determination:

Comments: _____

Principal's Signature _____ Date _____

II. Superintendent's Determination:

Comments: _____

Superintendent's Signature _____ Date _____

Check if additional Administrative comments or materials are attached: ___ yes

Note: Incomplete request forms will be returned.

Appendix E: Addendum – Frenchtown School District #40 – Teachers Master Agreement

2023-2024 Fiscal Year Extra Curricular Salary Schedule

Base Salary \$34,030

%	0 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	9 YRS	10 YRS	11 YRS	12 YRS	13 YRS	14 YRS	15 YRS	16 YRS	17 YRS	18 YRS	19 YRS	20 YRS
11%	3743	3893	4043	4192	4342	4492	4642	4791	4941	5091	5241	5390	5540	5690	5840	5989	6139	6289	6438	6588	6738
10%	3403	3539	3675	3811	3947	4084	4220	4356	4492	4628	4764	4900	5036	5173	5309	5445	5581	5717	5853	5989	6125
9%	3063	3185	3308	3430	3553	3675	3798	3920	4043	4165	4288	4410	4533	4655	4778	4900	5023	5145	5268	5390	5513
8%	2722	2831	2940	3049	3158	3267	3376	3485	3594	3702	3811	3920	4029	4138	4247	4356	4465	4574	4683	4791	4900
7%	2382	2477	2573	2668	2763	2859	2954	3049	3144	3240	3335	3430	3526	3621	3716	3811	3907	4002	4097	4192	4288
6%	2042	2123	2205	2287	2368	2450	2532	2614	2695	2777	2859	2940	3022	3104	3185	3267	3349	3430	3512	3594	3675
5%	1702	1770	1838	1906	1974	2042	2110	2178	2246	2314	2382	2450	2518	2586	2654	2722	2790	2859	2927	2995	3063
4%	1361	1416	1470	1525	1579	1633	1688	1742	1797	1851	1906	1960	2015	2069	2123	2178	2232	2287	2341	2396	2450
3%	1021	1062	1103	1143	1184	1225	1266	1307	1348	1388	1429	1470	1511	1552	1593	1633	1674	1715	1756	1797	1838
2%	681	708	735	762	789	817															
1%	340	354	368	381	395	408															

High School Athletics and Activities:

Head Coaches:

Fall Event Coordinator	11%
Winter/Spring Coordinator	11%
Basketball	11%
Football	11%
Wrestling	11%
Track	11%
Softball	11%
Volleyball	11%
Cross Country	11%
Soccer	11%
Golf	11%
Speech/Debate/Drama	11%
Baseball	11%
Cheerleading	9% (Fall)
Cheerleading	9% (Winter)

Assistant Coaches:

Basketball	9%
Football	9%
Wrestling	9%
Track	9%
Softball	9%
Volleyball	9%
Cross Country	9%
Soccer	9%
Golf	9%
Speech/Debate/Drama	9%
Baseball	9%

Activities:

Academic Competition	9%
Fall FFA	9%
Winter FFA	9%
Pep Band	7%
Jazz Band	7%
Choral	7%
Swing Choir	7%
School Play	7%
Newspaper	5%
Yearbook	5%
HS Student Council	5%
Key Club	5%
JMG	5%
Skills USA	3%
National Honor Society	3%
FCCLA	3%
HOSA	3%

Youth Action Committee Advisor (Grades 6-12) 5%

(only if a Community Coalition grant is not available to pay for the position)

MS/Elementary Athletics and Activities:

Coaches:

7-8 Football (equip/inventory)	8%
7-8 Football	7%
MS Track	7%
7-8 Basketball	7%
7-8 Volleyball	7%
MS Cross Country	7%
7-8 Soccer	7%
MS Wrestling	7%
Event Coordinator	7%
<u>Activities:</u>	
MS Yearbook	5%
MS Student Council	3%
MS MathCounts	3%
Elementary Music	3%
Lego Robotics	3%
Destination Imagination	3%
MS National Honors Society	3%

Extra Curricular Notes:

A.

- As new activities are added by the board to the extra-curricular duty schedule, the pay for these activities will be established by negotiating with the teachers' negotiations team.
- Incoming coaches with out-of-district experience – 7 years maximum.
- .5 FTE (1/2 Time) Assistant Coaches may be added by mutual agreement between the principal and head coach. The pay rate for .5 assistant coaches shall be 4.5%.

B.

- Assistant(s) that become head coaches will be given up to 10 years of their experience in that activity.
- A coach who retires from coaching at Frenchtown and then returns to active coaching will be allowed to keep all of his/her years of prior experience within the district in that activity.

C.

- Driver's Education – Summer/Outside of regular workday (defined in 10.1 Workday)
 - 1) 0-8 years: 2023-2024 \$32.00/hr.
 - 2) 9-16 years: 2023-2024 \$38.00/hr.
 - 3) 17+ years: 2023-2024 \$43.50/hr.
 - 4) Hiring procedures and year-to-year position offerings shall be governed by the same tenure and seniority policies that govern "school year" hires.

D.

- Mentors
 - 1) Staff who are chosen for and accept positions as mentors shall receive a \$500 stipend for the school year in which they are mentors.
 - 2) Mentoring is defined as experienced teachers providing novice teachers effective staff development to help them off to a strong start at the beginning of their careers in Frenchtown.
 - 3) The district shall develop a set of minimum expectations the mentor must meet before receiving the stipend.

Appendix F: Addendum - Frenchtown School District #40 - Teachers Master Agreement

FRENCHTOWN SCHOOL DISTRICT
EXTRA-CURRICULAR ASSIGNMENT EVALUATION

Name _____ Department _____ School Year _____

	Exceeds District Standards*	Meets District Standards^	Needs Improvement**	Unsatisfactory

*Comments Necessary for Exceeds District Standards. **Improvement plans must be written for Needs Improvement and Unsatisfactory. ^District Standards adhere to the Effective School Model.

SUMMARY OF DATA

Commendations:

Recommendations:

Coach/Sponsor Date Administrator Date