

MASTER AGREEMENT

Between

Board of Trustees

Eureka School District No. 13

And

**Eureka Public Schools
Classified Employees Association, MEA**

SCHOOL YEARS

2020-21

2021-22

2022-23

2023-24

MASTER AGREEMENT

This agreement entered into this first day of July 2016 by and between the Board of Trustees of the Eureka Public Schools, District No. 13, hereinafter called the "Board" and the "District" respectively, and the Eureka Public Schools Classified Employees Association, a unit of the Montana Education Association and National Education Association, hereinafter called the "Association" or the "Exclusive Representative".

1. PREAMBLE

WHEREAS, the Board and the Association, recognizing that providing a quality education for the students of the District is their mutual aim and obligation, have negotiated according to the current laws and have agreed upon the following covenants.

2. NEGOTIATIONS PROCEDURE

It is agreed by the Parties that negotiations shall take place between the Board and the Association for each succeeding school year and shall commence no later than March 1.

3. ASSOCIATION RIGHTS

- A. Information: The School District agrees to furnish to the Association upon request to the superintendent such information, or access to such information, as is not confidential and is available.
- B. Association Meetings: The Association will be permitted to conduct meetings in District buildings, provided such meetings do not interfere with other school activities scheduled for the same meeting place. Employees will attend such meetings on their own time, and any employee attending a meeting during scheduled working hours will make prior arrangements with his/her supervisor to insure that all his/her daily duties are performed.
- C. Notices: The District shall provide bulletin board space for the posting of official Association notices, allow the Association to use employee mailboxes, and permit the Association to use duplicating equipment for official Association business when such uses does not interfere with District use and provided the Association furnishes its own paper.
- D. Association Business: Employees shall conduct Association business on their own time.

- E. Benefits: In accordance with Montana Law, employees will accrue all due benefits, ie; sick days, vacation days, maternity leave, health insurance, etc. A prorated formula will be used to calculate all benefits

4. BOARD RIGHTS

The Association recognizes the Board's authority and responsibility to manage and direct all operations and activities of the District to the full extent authorized by State Law under Title 39 and other such applicable statutes. The District reserves all such rights that are not specifically waived in this Agreement.

5. DUES DEDUCTION

- A. Deductions: In accordance with Montana Law, the District shall deduct from salaries of employees such monies for the Exclusive Representative as said employees individually authorize the District to so deduct. Commencing in October and each month thereafter, the District shall deduct in equal installments the monies that the employee has agreed to pay the Exclusive Representative during that period provided in the individual's authorization. New authorizations when received by the District during the school year will be deducted in equal installments over the remaining monthly payments of the employee's current salary through June.
- B. Notification: The Exclusive Representative will certify to the District the current rate of membership dues and the name of individuals who have joined the Exclusive Representative and will submit to the District cards signed by the individual employee authorizing deductions by the District. In order for a deduction to be made for a given month, the authorization cards must be received by the fifth day of said month.
- C. Indemnification: The Association agrees to indemnify and hold harmless the District, the Board, and individual board members, and all administrators against any and all claims, suits, or other forms of liability, and all other costs arising out of the provisions of this Agreement between the parties for dues and fee deductions.

6. ASSIGNMENT OF PERSONNEL

- A. Transfer: Change of working assignment or transfer within the system shall be the responsibility of the administration. Interested employees are encouraged to request changes in working assignments.

- B. Filling Vacancy: When filling a vacancy, preference shall be given to qualified personnel within the school system, depending on individual qualifications and the requirements of the vacant position. Preference shall mean that in-house candidates will be awarded five extra points on the District hiring matrix. All in house candidates will be interviewed. This preference does not apply to temporary openings of 90 days or less. No preference will be given to any substitutes or extra-curricular positions.

7. REDUCTION IN FORCE

- A. Use: Seniority shall be the criteria for maintaining the staff in the event of a reduction within the District.
- B. Seniority: Seniority shall mean the total years of employment since the last date of hire. A year shall begin with the first workday that they physically report to work after Board appointment. Those who are contracted to work less than a full school year shall receive prorated credit for that year. Classification seniority shall mean the length of the employee's continuous, uninterrupted employment within the employee's present job classification. Leaves without pay will not break seniority, but such leave shall not accrue seniority credits. Breaks in service occurring prior to the 1989-90 school year are exceptions to the "continuous, uninterrupted employment" requirement.
- C. The District shall maintain an active seniority roster. Any mistakes to this roster may be appealed by the employee or an agent of the employee.
- D. Layoff: When laying-off employees within the bargaining unit, classification seniority shall be applied within the following departments: custodial, food service, clerical/secretarial, aides, bus drivers, maintenance and technology. The employee with the least classification seniority within a department where a layoff occurs shall be the first person laid off. In the event the laid off employee has greater bargaining unit seniority, than an employee within a department where the employee has classification seniority, the laid off employee may bump the junior employee. The bumped employee, may, in turn, use his/her bargaining unit seniority in a department where the bumped employee has classification seniority. When looking at departments within which to bump, they shall be considered in reverse order to which the employee was assigned, with the last preceding department considered first. The employee shall be required to bump into the first department where eligible.

- E. Recall: For purposes of recall, seniority shall be the criteria for rehiring with the District. When an increase in positions occurs within three years of the effect of the staff reduction which resulted in the layoff of the subject employee, persons with the greatest seniority shall be offered re-employment first, provided the employee is still qualified for such position or can become qualified by the starting date. An employee on layoff shall be recalled to a vacancy or opening in a department where he/she has classification seniority. The reinstated employee shall not lose credit of any kind for previous years of service to the District and future seniority shall be calculated from the date of initial employment, but shall exclude those years not in service with the District.

8. EMPLOYEE SCHEDULE

- A. Work Schedule: Employees will be responsible for adherence to specific starting and ending times as established by their immediate supervisors and/or District administrators.
- B. Lunch Break: Employees provided a lunch break shall receive a minimum of thirty minutes without pay as scheduled by the employee's immediate supervisor.
- C. Rest Break: A daily morning and afternoon fifteen minute rest period with pay shall be granted in accordance with the schedule approved by the employee's immediate supervisor. Employees scheduled to work three hours or more but less than six hours in any workday shall receive two rest periods.
- D. Make Up: When an employee duty day is list and must be made up, the employees shall perform duties on such other day as designated by the administration following discussion with staff. In the case of a lost duty day, which does not have to be made up, i.e., the Governor declaring a State emergency, employees required to work will receive additional vacation hours equal to their hours worked. Employees not required to work will receive the time off with pay.

9. EXTRA DUTY ALLOWANCE

- A. Extracurricular Bus: All extracurricular activity trips will be paid for by the District. When it is in the best interest of the District, extracurricular bus driving duties will be offered to drivers on a simple rotation basis. In the case where such an assignment would require payment of overtime, or the District has a safety concern , approval may or may

not be given based on what the Transportation Supervisor determines is in the best interest of the District.

The Transportation Supervisor will establish a system for trip assignments that provides as equitable a distribution as possible for those drivers who are interested in driving extracurricular trips.

The attached Appendix E shall be used to determine above schedule allowance for performing extracurricular driving duties for regular drivers.

10. LEAVE POLICY

A. Vacation: Each employee will receive vacation benefits as provided by the State Laws of Montana. Leave must be applied for well enough in advance to assure hiring of a suitable replacement if required. In addition, employees not normally scheduled to work the summer recess may choose to be paid for their unused vacation leave at the end of the regular school year or to accumulate such leave as permitted by law.

B. Holidays: Employees will receive the following holidays with pay except in cases where they fall outside the employees schedules work year, i.e., nine month employees would not receive payment for Independence Day, etc.:

- New Year's Day
- Labor Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Christmas Day

Enumerated holidays falling on a weekend will be observed as follows:

- Christmas Day – the Monday after
- New Year's Day – the Friday before
- Independence Day – closest work day

In addition, employees will receive the following days off under the rules for holidays:

- Spring Break (s) Days (2)
- Friday after Thanksgiving

C. Sick Leave:

1. Regular Sick Leave: Each employee will receive regular sick leave as provided by the state law.
2. Sick Leave Bank: Employees who have exhausted their regular sick leave and vacation leave are eligible to receive a maximum of thirty days annually from the sick leave bank. Said bank to be established at such times as the need arises. Individual employees may denote a maximum of two days of their regular sick leave to the bank each time it is established.
3. Supplementary Sick Leave: Beginning with the second year of employment, each employee will receive ten days, based on their number of regularly scheduled work hours per day, of supplementary sick leave annually, cumulative to thirty days, for which the employee will receive the difference between salary and substitute pay. An employee is eligible to use supplementary sick leave once his/her regular sick leave, vacation leave and sick leave bank entitlement have been exhausted. Supplementary sick leave is not eligible for sick leave/severance payoff.
4. Sick Leave Usage: In addition to illness of the employee, sick leave may be used for family illness/medical treatment, maternity or bereavement.
5. Notification/Verification: Employees shall notify the individual authorized to hire substitutes, their principal or immediate supervisor, at least one (1) day in advance of any anticipated absence. An employee who becomes ill after school hours shall provide such notification as far in advance as possible prior to the beginning of their workday. The superintendent may require a doctor's verification of illness.

D. Extended Personal Leave: The Board of Trustees may grant an unspecified number of extended personal leave days when warranted. Such leave shall be viewed as leave without pay or accrual of benefits.

E. Professional Leave: Professional leave is granted with pay to promote professional growth and includes educational workshops, clinics, school visitations, etc. The District may reimburse necessary expenses incurred by the employee. Employees are eligible to apply for professional leave during regularly assigned workdays as well as District PIR days. The administration may approve or disapprove such leave based on the needs of the District.

F. Association Leave: At the beginning of each school year, the members of the bargaining unit shall be credited with five days of leave to be used at the discretion of the Association, except that no more than three of these days may be used by any one officer or agent of the Association. The superintendent may approve or disapprove such leave based upon the needs of the District. The superintendent shall be notified no less than twenty-four hours prior to the time such leave is to start. The person or persons on Association leave will receive the difference between salary and substitute pay when a substitute is used.

G. Leave of Absence:

1. Employees may apply for Leave of Absence without salary or accrual of benefits for a period of up to one (1) year.
2. Application for leave must be submitted in a timely manner preceding the year for which the leave is desired. In the case of extenuating circumstances, the Board may waive the deadline.
3. Employees on Leave of Absence will retain all rights earned prior to the leave and will return to the same position which they held immediately before commencement of leave, if guaranteed in advance, or to a position of comparable responsibility and remuneration.
4. Employees on Leave of Absence may elect to remain on the District Insurance Program at their own expense. It shall be the responsibility of the employee to make all necessary arrangements with the Central Office.
5. The Board of Trustees may require a leave of absence for health reasons upon professional medical recommendation.

H. Family & Medical Leave:

1. An eligible employee is entitled to up to twelve weeks of unpaid leave for the following reasons:
 - The birth or care of a child;
 - The adoption of a child or the placement of a child in the employee's home for foster care;

- The care of an immediate family member (spouse, child or parent) with a serious health condition or; brother/sister, or individual related by blood or affinity whose association with the employee is equivalent of a family relationship.
 - The employee's own serious health condition.
2. A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical care facility or that requires continuing treatment by a health care provider and absence from work for more than three days.
 3. Employees may request the use of accumulated sick leave, vacation leave, or personal leave without pay for Family and/or Medical Leave.
 4. When the need for leave is foreseeable, the Superintendent may require an employee to provide thirty days advance notice as reasonably foreseeable.
 5. When spouses of the District take leave for the birth, adoption or placement of a child or to care for a parent, leave taken by one spouse is counted against the leave available to the other spouse. In other words, if one spouse takes four weeks of leave, the other spouse is left with only eight weeks of available leave. Their twelve-week periods are counted separately in all other instances.
 6. The District must maintain an employee's health insurance benefits during the leave period in the same manner as it would if the employee were not on leave.
 7. A non-teaching employee is entitled to return to the position held before taking leave or to an equivalent position with equivalent pay, benefits and other conditions of employment.
 8. As a prerequisite to reinstatement, the District may require an employee to present certification by a health care provider of fitness for duty.

9. Additional Family/Medical Leave may be requested for either the balance of the semester or the school year. If the Board of Trustees grants the leave the leave does not count toward seniority or salary advancement.

11. ACADEMIC CREDIT STIPEND

The District shall budget a total of \$7,500 per fiscal year, district wide for classes taken by employees at an approved college or university. The district will pay employees \$75 per semester credit. Maximum payment per employee is \$500 per fiscal budget year. Stipends will be paid from and limited to the available balance in the district budget for Academic Credit Stipend. The Superintendent, prior to the employee taking the class, will consider approval of specific courses on an individual basis.

12. SEVERANCE PAY

An employee who resigns, retires, or is subject to reduction in force, is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated regular sick leave. The pay attributed to the accumulated regular sick leave shall be computed on the basis of the employee's salary at the time of termination.

13. HEALTH INSURANCE

- A. Eligibility: The employee shall be allowed to enter into a Group Health Insurance plan chosen by the majority of the employees desiring such a plan. Voting will be prorated according to the number of hours regularly employed, i.e., six hours or more one vote, half time half a vote.
- B. Contribution: The District shall pay the same amount per participating, full-time, classified employee as they do per full-time certified employee, currently **\$675** per month.

The District shall establish a committee to investigate present and future insurance policies. This committee should consist of representatives from each association as well as the district and non-represented employees.

- C. 125 Plan: An IRS 125 Premium Only Plan will be available to employees for out-of-pocket premium payments.
- D. Employed Spouse: Should more than one member of a family be employed by the District, the District shall contribute an amount not to exceed double the allowable maximum toward the plan.
- E. Retirees: Retired employees shall be eligible to continue participation in the District's Group Insurance program, but shall pay

the entire premium for such coverage commencing with the date of retirement. It shall be the responsibility of said employee to make appropriate arrangements with the Central Office to pay the monthly premiums in advance of the premium date if the insurance company allows.

14. EMPLOYEE EVALUATION

1. Evaluation Procedure: Probationary employees will be recommended/not recommended for permanent employment status by their immediate supervisor at the first regular Board Meeting following completion of their one (1) year probationary period. All permanent employees will be formally evaluated in writing annually.

1. Pre-Evaluation Orientation: On or before October 1st of each year, the immediate supervisor will hold a Pre- Evaluation Orientation to review the Employee Evaluation process with staff.

2. Meeting: Supervisors will conduct an observation and meet with all employees on an individual basis two times during the year. On each occasion the supervisor will complete an Employee Evaluation Form – Appendix B not later than two days following the meeting, with the employee receiving a signed copy. A second copy will be placed in the employee's Personnel File. The evaluation will cover the observation, evaluation of completion of goals, and an overall assessment of the performance of the employee in all areas of responsibility.

3. Observations: The initial observation and meeting will take place after the Pre-Evaluation Orientation but before January 1st. The second observation and meeting will take place between January 1st and May 1st.

4. Form: Any forms used for observation and evaluation will be developed jointly by employees, supervisors and administrators. (See Appendix C)

A. Letter of Inadequacy: The issuance of a letter of inadequacy is a notice to the employee that a serious problem has been identified, and that failure to remedy this problem could result in a recommendation for dismissal. The specific deficiency or deficiencies will be identified by the immediate supervisor in the letter of inadequacy and a meeting set with the appropriate administrator to establish a re-mediation program. This will take the form of an Individual Improvement Plan. An Individual Improvement Plan will provide the employee with a system of due process consisting of

written notice with goals and objectives, an opportunity for the employee to request assistance in accomplishing the stated goals and objectives, a clearly defined means by which the employee's progress will be evaluated, and a definite timetable for the satisfactory completion of all goals and objectives.

- B. Exception: Evaluation and Letter of Inadequacy procedures do not apply to cases of felony conviction for criminal misconduct on the job, sexual misconduct, sexual harassment, or physical endangerment.
- C. Personnel Files: Each employee shall have the right, upon request, to review the contents of his/her personnel file. No material regarding an employee's conduct, services, character, or personality shall be placed in the file unless the employee has had an opportunity to read said material and respond to and/or rebut said materials. The clause will not apply to materials the employee previously forfeited the right to see, such as confidential recommendations.
- D. Confidentiality: The personnel file is intended for the confidential use by the District itself in evaluating the performance of the employee and none of its contents shall be released to any other person or agency without the permission of the employee.

E. Disciplinary Action

If your work habits or overall conduct become unsatisfactory in the judgment of the District, or District official, you will be subject to disciplinary action, up to and including termination of employment. This includes violations of this contract, District or Board policies.

The District or Board may use the following cumulative disciplinary actions. The disciplinary process may include issuing and/or progressing through any or all of the following steps.

- **Verbal Warning**

The employee will be told of the specific offense(s).

- **Written Warning**

The employee will be told of the specific offense(s), and a written statement will be placed in the employee's personnel file. The employee will receive a copy of this statement and will be asked to acknowledge, with the employee's signature, that the matter was discussed with the employee. If the employee receives no further disciplinary action for any violation within one year, it becomes inactive but will remain in the employee's personnel file.

- **Three Day Suspension Without Pay**

The employee will be told of the specific offense(s), and a written statement will be placed in the employee's personnel file. The employee will receive a copy of this statement and will be asked to acknowledge, with the employee's signature, that the matter was discussed with the employee. The District and/or your immediate supervisor will determine the dates of the employee's suspension in order to ensure the continued effective and safe operation of the facility. If the employee receives no further disciplinary action for any violation within one year, it becomes inactive but will remain in the employee's personnel file.

- **Termination of Employment**

The employee will be told of the specific offense(s) resulting in the termination of the employee's employment. A copy of a written statement will be given to the employee at the time of the termination of employment. The employee will be asked to acknowledge, with their signature, that the matter was discussed with them.

The District or Board reserves the right to bypass any step in this procedure whenever it is believed that the seriousness or nature of the conduct, behavior, or performance in question warrants bypassing a step(s).

15. GRIEVANCE PROCEDURE

- A. Definitions: A "grievance" shall be defined as a claim based upon an alleged violation or misrepresentation of the terms and/or conditions contained in this Agreement. A "grievant" shall be defined as an employee or group of employees filing a grievance.
- B. Representation: a representative of his/her choice may represent the grievant at all stages of the Grievance Procedure.
- C. Parties: The "party" or "parties of interest" shall be defined as the person(s) filing the grievance and any person who might be required to take action or against whom action might be taken to resolve the grievance.
- D. Committee: The Grievance Committee shall consist of One Board Member, One Classified Association Member, One Certified Association Member, and One Administrator.
- E. Form: A formal grievance must be submitted in writing on the form provided in Appendix D.

- F. Extension: Time limits specified in this Agreement may be extended by mutual agreement.
- G. Procedure: Reference to days regarding time periods in this procedure shall refer to working days.

Level 1: The grievant will discuss the problem with his or her immediate supervisor within ten days of the event or action giving rise to the disagreement. In the event the grievant and immediate supervisor do not satisfactorily resolve the issue, the grievant and immediate supervisor will meet with the Superintendent within five days.

Level 2: In the event the Superintendent is unable to satisfactorily resolve the issue with the grievant and immediate supervisor, the grievant has five days from the date of said discussion to file a formal written grievance with the Grievance Committee.

Level 3: Within five days of the receipt of a formal grievance, the Grievance Committee will meet with the grievant, the immediate supervisor and the appropriate administrator to hear the matter. The Grievance Committee will then have five days to issue its written recommendation.

Level 4: In the event that the recommendation of the committee is not acceptable to either the grievant or the immediate supervisor, it may be appealed in writing to the Board of Trustees within ten days. The Board shall hear the grievance not later than the next scheduled Board meeting where the item must be placed on the agenda and the Board shall issue a decision not later than five days after the Board meeting following the meeting at which the matter was heard.

Level 5: In the event that the grievant is not satisfied with the decision of the Board of Trustees, the Association may submit it to arbitration as defined herein:

1. Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall, within five days after the request of the arbitration, attempt to agree upon the selection of an arbitrator. If no agreement is reached after five days, the parties will request a list of five names from the Montana Board of Personnel Appeals of the Federal Mediation and Conciliation Service. The parties shall then select an arbitrator by striking one name each from the list in

alternate order. The initial strike will be determined by the flip of a coin.

2. A single arbitrator shall hear the grievance. The parties or representatives on their behalf shall have the right to submit evidence, offer testimony, present witnesses and present oral or written arguments relating to the issue before the arbitrator.
3. The decision by the arbitrator shall be rendered within thirty days after the closing of the hearing, or after the deadline for submission of post-hearing briefs. Decisions by the arbitrator in cases properly presented before him/her shall be final and binding upon the parties subject to the limitations of arbitration decisions as provided by Montana Law.
4. 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. A transcript or record shall be made of the hearing at the request of either party. The party so requesting shall pay all costs for such transcripts, unless so requested by both parties in which cases the cost will be shared equally. The parties shall share equally the fees and expenses of the arbitrator, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.
5. The arbitrator shall have jurisdiction over grievances properly brought before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of this Agreement; nor shall the terms of the arbitrator extend to matters of inherent managerial policy as authorized by State Law under Title 39 and other such applicable statutes.

16. PROFESSIONAL COMPENSATION

- A. Wage Schedule: See attached Appendix B – Classified Salary Schedule

- B. Wage Scale Committee: The District and Association shall form a committee, which shall attempt to develop a wage schedule matrix. The Committee may recommend one or more schedules to the Board and Association for ratification.
- C. Wage Negotiations: The wage scale will be adjusted to an increase of the base as per attached Appendix B.
- D. Requirement: An employee must have been full-time, not substituting, 50% or more of his or her job year to advance to the next step on the above wage structure. Job year shall be defined as the total number of days a given position is assigned to work annually.
- E. Overtime: All hours worked in excess of forty hours during any workweek, exclusive of those under an Extra Duty Allowance, shall be compensated based on the weighted average method of calculating overtime.

Example: An employee works a forty-hour custodial job at \$7.00 per hour and a twelve-hour extracurricular driving job at \$5.00 per hour.

$$40 \times \$7.00 = \$280.00 + 12 \times \$5.00 = \$340.00 / 52 = \$6.54 \times 1.5 = \$9.81/\text{hr}$$

Advance Approval: Overtime is a privilege, not a right, and should be approved in advance wherever possible. Any employee who abuses the overtime privilege shall be subject to disciplinary action.

H. Work Week: the work week shall be the period beginning at 12:01 a.m. Sunday and containing a consecutive period of one hundred sixty-eight hours the following calendar week.

I. Call-out: An employee will receive a minimum of two hours show-up work when he or she;

1. Is called back to work after regular work hours, or
2. Arrives at work for scheduled activity, which has been canceled without his or her knowledge.

This provision will not apply to an individual who is off shift and agrees to return to work as a sub for another employee.

- J. A retirement incentive may be offered by the Board of Trustees. This offer will be made by the April Board meeting for the following contract year (beginning July 1). The offer must be accepted by the employee by the June Board meeting. This offer is payable on or before July 15 of the retirement year.

K. MISCELLANEOUS PROVISIONS

- a. Policy: This Agreement constitutes a part of Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- b. Changes: During its term this Agreement may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in written and signed amendments to this Agreement.
- c. Individual Contract: Any individual contract between the Board and any individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- d. Savings: If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- e. Maintenance: All conditions of employment, relating to employees referred to in this Agreement shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, unless mutually agreed upon by both parties. All rates of pay, hours, fringe benefits and other working conditions, not specifically referred to in this Agreement shall be maintained at not less than rates and standards in effect in the District at the time this Agreement is signed.
- f. Schedule Change: Maximum or minimum employee hours may be adjusted when an increase or decrease in work load requirements dictate that such adjustments are determined by the Board to be in the best financial and/or efficiency interests of

the District. Such adjustments shall not be permitted when a lower paid employee's hours are increased to assume the duties previously performed by a higher paid employee.

- g. Copies: A copy of this Agreement will be available, once the Agreement is signed, electronically (i.e. on the District web site or drive) and may be printed by each classified employee on a district printer for that employee's use.
- h. Safety: the District and its employee's share a common responsibility to maintain a safe work place and to utilize safe working practices.
- i. Classified Staff shall be subject to a drug and alcohol testing program similar to Bus Drivers.

L. RENEWAL CLAUSE

If negotiations are not completed by June 30th as required in this Agreement, employees will continue to receive the current year's salary and benefits along with advancement due to years of experience. When negotiations are completed, employee remuneration will reflect any salary and/or benefit increases.

Appendix A

Letter of Intent

This is an agreement between _____
("Employee") and the Board of Trustees of Eureka School District No. 13, Montana ("Board").

1. **Mutual Promises:** The Board agrees to employ Employee, and Employee agrees to perform duties when, where, and as assigned by the superintendent or his/her designee and to comply with Board policy, for the specific term beginning July 1st, 20__ and ending June 30, 20__.
2. **No Guarantee of Hours or Remuneration:** Nothing in this Letter shall be construed to provide a guarantee of assignment, duties, projects, income, remuneration or hours worked. The parties agree that the projects assigned, as well as the number of hours worked, will vary according to the nature and extent of the District's needs.
3. **Compensation:** The Board shall pay Employee an initial wage of \$_____ per hour, including all benefits accruing in accordance with Title 2, chapter 18, part 6 of the Montana Code Annotated and District policy, for the assigned position of _____. The wage may thereafter be unilaterally modified by the District to reflect any change in assignment or position.
4. **Termination of Employment:** The District may terminate this contract for cause at any time during its term.
5. **Jurisdiction:** This Letter shall be governed by the laws of the State of Montana, the Collective Bargaining Agreement and Board Policy
6. **Savings Clause:** In the event any one or more of the provisions contained in this Letter shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Letter shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
7. **Acceptance:** This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. on (date)_____.

I have read this Letter, understand its terms, and agree to be bound thereby.

Employee

Date

Board of Trustees Chairman

Date

ATTEST:

Clerk, Eureka School District No. 13

Date

Appendix B

Classified Matrix 2022-2023

| Position | Start – Y5 | Y6 - Y10 | Y10 - Y15 | Y15 – Y20 | Y20 + |
|-----------------------|------------|----------|-----------|-----------|---------|
| Bus Driver | \$16.00 | \$17.60 | \$18.60 | \$19.60 | \$19.80 |
| Aides/Custodians | \$13.00 | \$14.60 | \$15.60 | \$16.60 | \$16.80 |
| Maintenance Assistant | \$17.00 | \$18.60 | \$19.60 | \$20.60 | \$20.80 |
| Secretary | \$15.00 | \$16.60 | \$17.60 | \$18.60 | \$18.80 |

Appendix C

EVALUATION FORM

Name: _____
Last First Middle

Department/Position: _____

S = Satisfactory N = Needs Improvement
U = Unsatisfactory (requires a plan of improvement) N/O = Not observable

RATING:

1. Maintains a positive and professional attitude _____
2. Displays good work ethics and is punctual _____
3. Handles necessary record keeping efficiently _____
4. Relates well to students, staff and community members _____
5. Maintains a high level of confidentiality _____
6. Performs all duties as described by job description* _____
7. Performs other tasks as directed by Supervisor, Principal or Superintendent _____

*The employee and immediate supervisor are required to review job descriptions at the beginning of each school year. Date of review: _____

Supervisor's Comments:

Supervisor's Signature: _____ Date: _____

Employee's Comments:

Employee's Signature: _____ Date: _____

Appendix D

Grievance Report Form

Grievant's name _____ Date _____

Date grievance occurred _____

Statement of grievance _____

Action or relief requested _____

Date of discussion with immediate supervisor _____

Date of discussion with Superintendent _____

Superintendent's Signature _____ Date _____

Response: As I am not satisfied that the issue has been resolved, I wish to submit a formal grievance to the Grievance Committee.

Grievant's signature _____ Date _____

Grievance Committee hearing date (attach recommendation) _____

Response: In the event that the recommendation of the Grievance Committee is not acceptable to either the grievant or the immediate supervisor, it may be appealed on this form to the Board of Trustees within ten (10) days.

Signature _____ Date _____

Received by Clerk: Signature _____ Date _____

School Board meeting date (attach decision) _____

Response: I hereby appeal the decision of the Board.

Grievant's signature _____ Date _____

Association President's signature _____ Date _____

Appendix E

Extracurricular Driving Schedule

Hourly On Duty Pay Rate-----\$ 11.45

All one day trips will be paid at \$11.45/hour. Overnight and multi-day trips will have down time.

Down time will occur 1 hour after check-in and driver will return to duty ½ hour before scheduled departure time.

There will be no reimbursement for down time other than meals and lodging.

Coaches or other instructional staff with supervisor responsibilities will be reimbursed only for driving time, at the extracurricular driving rate.

A minimum of \$22.90 will be paid for any extra-curricular and/or field bus trips. Rate results from 2 hours on duty pay at \$11.45 or minimum two hours call back.

The District will pay for required medical examinations per 39-2-301, MCA, only for those drivers approved in advance by the Superintendent.