



CERTIFIED AGREEMENT
BETWEEN

HARLEM PUBLIC SCHOOLS
BOARD OF TRUSTEES
DISTRICT 12
AND

HARLEM EDUCATION ASSOCIATION

Effective July 1, 2017 through June 30, 2019

TABLE OF CONTENTS

<u>Article</u>	<u>Topic</u>	<u>Page</u>
I.	RECOGNITION	1
II.	ASSOCIATION RIGHTS	2
III.	PROFESSIONAL DUES: PAYROLL DEDUCTIONS: REP	3
IV.	TEACHER RIGHTS	4
V.	RIGHTS OF THE BOARD	4
VI.	GRIEVANCE PROCEDURE	5
VII.	STAFF EVALUATION	8
VIII.	EMPLOYMENT STATUS OF TEACHERS	9
IX.	PROMOTIONS, VACANCIES, TRANSFERS & LAYOFFS	10
X.	PROCEDURE FOR DETERMINING CURRICULUM & INSTRUCTION	12
XI.	WORK LOAD AND CONDITIONS	13
XII.	DUTY YEAR	14
XIII.	SPECIALIZED ELEMENTARY TEACHERS AND TEACHER AIDES	14
XIV.	STUDENT TEACHING PROGRAM	14
XV.	STUDENT DISCIPLINE AND TEACHER PROTECTION	15
XVI.	LEAVES	15
XVII.	PROFESSIONAL COMPENSATION	17
XVIII.	ABOVE-SCHEDULE ALLOWANCES FOR EXTRA DUTIES	20
XIX.	FRINGE BENEFITS	20
XX.	MISCELLANEOUS PROVISIONS	21
XXI.	DRUG TESTING	21
XXII.	SCOPE OF AGREEMENT	21
XXIII.	DURATION OF AGREEMENT	22

APPENDICES

APPENDIX A:	PROFESSIONAL MEMBERSHIP ENROLLMENT
APPENDIX B:	GRIEVANCE REPORT FORM
APPENDIX C:	INDIVIDUAL TEACHER'S CONTRACT
APPENDIX D:	TEACHER SALARY SCHEDULE
APPENDIX E1:	ABOVE DUTY ALLOWANCES FOR EXTRA DUTIES-GRANDFATHERED
APPENDIX E2:	ABOVE DUTY ALLOWANCES FOR EXTRA DUTIES-NEWLY HIRED
APPENDIX F:	EVALUATION INSTRUMENT
APPENDIX G:	ADDITIONAL PREPARATION

**HARLEM SCHOOL DISTRICT #12
CERTIFIED AGREEMENT**

This Agreement entered into this 19th day of September, 2017, by and between the Board of Trustees, School District # 12, Harlem, Montana, hereinafter called the "Board", and the Harlem Education Association, affiliated with the MEA-MFT, NEA, AFT, AFL-CIO, hereinafter called the "Association".

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the School District is their mutual aim, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation pursuant to law to bargain collectively with the exclusive representative of public employees with respect to wages, hours, fringe benefits, and other conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the foregoing mutual covenants, it is hereby agreed as follows

**ARTICLE I
RECOGNITION**

1.1 Association Recognition

The Board hereby recognizes the Association as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit.

1.2 Teacher Definition

Unless otherwise indicated, the term "teacher," when used hereafter in this Agreement shall refer to all employees in the appropriate unit.

1.3 Appropriate Unit Definition

The appropriate unit shall consist of all permanent full-time district employees whose positions require Class 1, 2, 4, 5 or 7 certificates or specialists' certificates under applicable Montana law, excluding and excepting supervisors and management officials as defined by law.

An administrator in training and/or special education director without a Montana OPI approved administrative internship, provisional, or permanent licensure and endorsement is part of the Appropriate Unit. If after the first sixty (60) days from the start of the school year, an administrator in training and/or special education director obtain one of the above, the administrator in training and/or special education director shall remain part of the Appropriate Unit until the end of the school year.

ARTICLE II ASSOCIATION RIGHTS

2.1 Right to Organize

The Board agrees that the teachers shall have full freedom of association, self organization, and the designation of representatives of their own choosing, to negotiate the terms and conditions of his/her employment, and that they shall be free from interference, restraint or coercion by the Board, or its agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

2.2 Pertinent Information

The Board agrees to furnish the Association all information which is generally prepared and made available to or for the public. In addition, the Board will provide the Association such additional information as may be specifically requested provided that release to the public of such information is provided by State or Federal law and/or regulation. The Association will pay the District reasonable costs for information provided.

2.3 Association Business

Representatives of the Association will be permitted to transact official Association business on school property, provided that this shall not disrupt normal school operations. Designated representatives of the Association shall be allowed to receive telephone calls and other communications concerning Association business during school hours.

2.4 Association Use of Building

The Association shall have the right to use school buildings for meetings when not in conflict with scheduled activities.

2.5 Association Use of School Equipment

The Association and its representative shall have the right to use facilities and equipment, including typewriters, computers, faxes, other duplicating equipment, calculating machines, and all types of audiovisual equipment when such equipment is not otherwise in use. The Board shall be compensated for all materials used.

2.6 Association Use of Inter-School Communication Facilities

The Association shall have access to and use of the inter-school mail services and electronic mail of the district to include the on-site mail boxes in each building. Space shall be provided in the teacher(s) lounge for an association bulletin board.

2.7 Association Involvement at Faculty Meetings

The Association shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities. Furthermore, the Association shall be given an opportunity at faculty meetings to present reports and announcements.

2.8 Association Leave

The President of the local Association and/or his/her designee shall be granted two (2) days leave with pay and two (2) days leave in which he/she shall pay the cost of the substitute during the contract year to perform the duties of his/her office.

2.9 Exclusive Rights of Association

The rights and privileges of the Association as set forth in this Agreement shall be granted to the Association as the exclusive representative of the teachers.

2.10 Association Contract

The individual contract of employment between the Board and each teacher shall contain the following statement: "This individual contract is subject to the terms and conditions of the Agreement between the Association and the Board, and to the extent that the provisions of this contract and said Agreement may be inconsistent, the provisions of said Agreement shall be controlling."

ARTICLE III

PROFESSIONAL DUES - PAYROLL DEDUCTIONS - REPRESENTATION

3.1 Dues Deduction Authorized

The Board agrees to deduct from the salaries of all teachers such monies for membership in the Association as said persons individually authorize the Board to deduct said monies as provided by law. Dues deductions will be in twelve (12) equal payments beginning October 1 and ending March 31.

3.2 Notification and Transmittal of Moneys

1. The Association members will certify to the Board, in writing, the current rate of their membership dues if they elect to utilize payroll deduction.
2. By October 1 of each year, the Board will provide the Association 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 of employees who have authorized the Board to deduct dues for membership.
3. Additional authorizations for dues deduction when received by the Board during the school year will be prorated over the remaining months of the teachers' current contract.
4. All remaining unpaid dues or fees shall be deducted from the final paycheck of a person leaving the employment of School District #12 before the end of the school year.
5. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Association on a monthly basis.

See appendix A for the Association membership dues deduction authorization form.

3.3 Other Payroll Deductions

The Board and Association may approve plans or programs such as annuities, credit union accounts, saving bonds or insurance for payroll deduction. Upon written authorization from the teacher, the Board shall deduct from the teacher's salary and make appropriate remittance for any approved plan or program and such authorization must be received by the district clerk not later than April 30th of each school year.

3.4 Hold Harmless

The Association agrees to indemnify and hold harmless School District #12, 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 of this Agreement between the parties for dues and fee deductions. This would not absolve the Board, individual Board members, School District #12 or its administrators from responsibility for wrong doing on its or their part.

ARTICLE IV TEACHER RIGHTS

4.1 Citizenship Rights

The Board recognizes the teachers' full citizenship rights.

4.2 Appearances Before Employer

No teacher shall be required to appear before the Board concerning any matter which could adversely affect the continuation of that teacher in his office, position, employment or salary or any increments pertaining thereto, unless the teacher has been given prior written notice of the reason for such meeting or interview. The teacher shall be entitled to have a representative of the Association present to advise and represent him during such meeting or interview.

4.3 Just Cause

No teacher shall be disciplined, reprimanded, reduced in compensation or discharged without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure. This provision will not apply with respect to non-renewal of non-tenured teachers for the first three years of service in the Harlem Public Schools.

4.4 Uniform Application of Rules and Regulations

All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

ARTICLE V RIGHTS OF THE BOARD

5.1 Rights and Obligations

The Association recognizes that the Board has the right to manage and conduct the operation of School District #12 within its legal limitations and the terms of this Agreement. The Association further recognizes the right and duty of the Board and its designated representatives to make rules, regulations, and orders insofar as such rules, regulations and orders are not inconsistent with the terms of this Agreement.

The School Board, unless clearly waived in this Agreement, has all rights to operate and manage their affairs in such areas as, but not limited to:

- (1) direct employees;
- (2) hire, promote, transfer, assign, and retain employees;
- (3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- (4) maintain the efficiency of government operations;
- (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- (6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- (7) establish the methods and processes by which work is performed.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Definitions

1. A grievance is defined as a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of the terms of this negotiated Agreement and/or violation or misapplication of a specific provision or provisions of this agreement.
2. An aggrieved person is a teacher, or group of teachers asserting a grievance.
3. A party in interest is the teacher, or group of teachers, making a claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. All days referenced hereafter in this Article shall be school workdays.

6.2 Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the negotiated agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.
3. A teacher with a potential grievance shall first discuss it directly with his principal or immediate supervisor with the objective of resolving the matter informally.

6.3 Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will be considered the maximum. The time limits specified herein may, however, be extended or compressed by mutual agreement between the parties in interest. In the event a grievance is filed at such a time that it cannot be processed through level three (3) of the grievance procedure prior to the conclusion of the school year, the time limits set forth herein shall be reduced so that levels one (1) through three (3) of the grievance procedure shall be exhausted prior to the end of the month of June. In order to be valid, a grievance must be filed within ten (10) days after it occurs or the grievant becomes aware of its occurrence.

2. Level One - Within ten (10) days of the occurrence of the event or condition, or within ten (10) days of the time that the aggrieved party becomes aware of the occurrence of the event or condition, the grievant shall present the appropriate administrator with the signed, written grievance form (appendix B). The administrator must render a decision within ten days of receipt of the grievance.

3. Level Two - If the grievance is not resolved at Level One, the decision may be appealed by the grievant in writing on the appropriate form to the office of the Superintendent within five (5) days of the receipt of the Level One decision. The Superintendent shall meet with the aggrieved party within five (5) days to discuss and attempt to resolve the grievance. An Association representative and/or parties of interest may be in attendance by the request of either party. The decision reached in Level Two shall be issued in writing to the aggrieved party within ten (10) days following the Level Two meeting.

4. Level Three - If the grievance has not been resolved at Level Two, the decision may be appealed by the grievant to the Board for consideration within five (5) days of the receipt of the Level Two decision or within ten (10) days of the date of the meeting in the event no decision has been rendered, by filing a written copy thereof with the Clerk of the Board and with the Superintendent. The Board shall meet with the aggrieved party, no later than the next regularly scheduled Board meeting. An Association representative and/or parties of interest may be in attendance by the request of either party. The disposition of the grievance shall be indicated in writing to the aggrieved within five (5) days following the meeting during which the grievance was originally considered by the Board.

5. Level Four - At the conclusion of Level Three, the grievance may be submitted to the Board by the Association for binding arbitration, provided written notice of the request for submission to arbitration is delivered to the Clerk of the Board and to the Superintendent or designee within ten (10) days of the date of receipt of the decision at Level Three or within twenty (20) days of the date of the Level Three meeting in the event no decision has been rendered.

a) If the parties cannot agree as to the arbitrator within ten (10) days from the date of notification that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit a list of seven names of arbitrators. Within ten (10) days of the receipt of the list, the parties shall select an arbitrator by striking names from the list in alternate order, and the name thus remaining shall be forwarded to the Board of Personnel Appeals. The Board of Personnel Appeals shall notify the arbitrator of his/her selection. The date of the arbitration hearing shall be

arranged by the arbitrator in consultation with the Board and the Association. Within thirty (30) days of the date the hearing is closed, the arbitrator shall make an award unless other time limits are established by the arbitrator.

b) Rules of procedure to govern the hearing shall be fixed by the arbitrator, and the award, when signed by the arbitrator and submitted to the Association and to the Board within the prescribed time limits, shall be final and binding and shall be subject to rulings in a court of competent jurisdiction.

c) The arbitrator shall have no power to add to, subtract from, or alter or vary in any way the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The arbitrator shall have no authority to rule on a non-germane issue of law.

d) Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with representing its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator. The parties shall share the cost of the transcript or recording if requested by both parties. In the event that only one party requests a transcript or recording, the requesting party shall bear the cost. The parties shall share any other expenses which they mutually agree are necessary for the conduct of the arbitration.

6.4 Rights of Teachers to Representatives

1. Any teacher may be represented at all stages of the grievance procedure by himself, or by representatives selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

6.5 Miscellaneous

1. Forms for the submission and recording of formal grievances shall be available from the Association to all teachers. The decisions and appeals through all levels of the grievance procedure will be recorded on these forms.

2. All documents, communications, and records held by the district administration dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. All meetings and hearings under this procedure, prior to Level 3, shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this policy.

See Appendix B for the Grievance Report Form.

ARTICLE VII STAFF EVALUATION

7.1 Procedure

A procedure for teacher evaluation will be used by certified administrators assigned to the district or other persons assigned to the district competent to evaluate teachers in their teaching areas. These evaluators shall offer a clear, concise, specific prescription that would if combined with the teachers' cooperation result in improvement of any recorded deficiencies.

7.2 Prior Notice for Evaluation

All teachers shall be advised as to the evaluative procedures and instruments.

7.3 Assignment of Consulting Teacher

Upon request of the entry level teacher and consent of the tenured host teacher, the building principal shall assign a mentor teacher to provide assistance in acclimation to the teaching profession and the school system. The mentor teacher shall not be directly involved in the evaluation of the non-tenured teacher.

7.4 Post Evaluation Conferences

The evaluator shall hold a conference with the teacher within ten (10) working days following the evaluation. At this time, a copy of the evaluation will be provided to the teacher.

7.5 Open Personnel files

1. Evaluation instruments to be placed in the teacher's permanent file shall be discussed between the teacher and the evaluator and shall be signed by the teacher to signify his notification that the item will be placed in the file. The teacher shall be provided a 20 calendar day opportunity to write a rebuttal to the evaluator's conclusions to be attached to the evaluation instrument. Evaluation procedures shall be subject to the grievance procedure. Each teacher shall have the right, upon request, to review, in the presence of the Superintendent or his/her designee, the contents of this personnel file. A representative of the Association, at the teacher's request, may accompany the teacher to this review.

2. All items relating to an individual teacher shall be kept in a single official file.

7.6 Conditions of Evaluation

1. All monitoring and observation of work performance of a teacher shall be conducted openly and with the knowledge of the teacher.

2. Prerequisite to the consideration of nonrenewal of contract of a non-tenure teacher, the following will have been taken into consideration:

- a. The performance of the individual teacher in his/her teaching assignment, when compared to the district's standards, is the single most important criteria.
- b. The ability of the teacher to follow the district's written rules and regulations.
- c. The district's management personnel will discuss any incident or situation used as a part of the written record with the teacher if such record is used to support nonrenewal. Such discussion(s) shall take place as soon as possible after the incident or situation takes place.