

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**MISSOULA COUNTY PUBLIC SCHOOL
DISTRICT #1**

AND

**MISSOULA EDUCATION ASSOCIATION (MEA)/
MONTANA FEDERATION of PUBLIC
EMPLOYEES (MFPE)**



**JULY 1, 2019 to JUNE 30, 2022
COLLECTIVE BARGAINING AGREEMENT**

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between
MISSOULA COUNTY PUBLIC SCHOOLS DISTRICT #1
and
MISSOULA EDUCATION ASSOCIATION, MFPE, NEA, AFT

ARTICLE 1: RECOGNITION

1.1 RECOGNITION

The Board of Trustees of Missoula Elementary School District #1 and Missoula High School District #1 hereby recognizes, for the period of this Agreement, the Missoula Education Association, the Montana Federation of Public Employees as the sole and exclusive representation for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all members of the bargaining unit.

1.2 APPROPRIATE UNIT

- A. The exclusive representative will consist of all teachers of the District certified in Class I, II, IV, V, VI, or VII as provided in Montana Code Annotated hereafter noted as M.C.A. and whose positions call for or require such certification and/or license, or those positions that have heretofore been included in the appropriate unit but will exclude the following:
1. Substitute teachers who teach in the same positions thirty-five (35) consecutive days or less.
 2. The Superintendent and Assistant Superintendent(s)
 3. Principals and Assistant Principals
 4. Supervisors
 5. All other employees
- B. Substitute teachers, teaching in the same position for thirty-six (36) or more consecutive days, will be placed under contract on the first step of the teachers' salary schedule and will not receive insurance benefits from the District/.
- C. Unless otherwise indicated, the term "teacher" when used hereinafter will refer to all employees in the appropriate unit as deemed above. The term "tenured" when used herein will refer to teachers who have signed their fourth consecutive contract with the District.

1.3 **DEFINITIONS**

- A. Displacement: For definition and information, see 7.3; A3.
- B. In-Building Opening: Bargaining unit position created at building level available for in-building transfer and/or displaced District teachers.
- C. In-District Opening: Bargaining unit position created and available to all qualified in-district applicants.
- D. Qualified: Qualified will be defined as a teacher who is certified by the Office of Public Instruction.
- E. Vacancy: Bargaining unit District positions available to all qualified applicants in and out of District.

ARTICLE 2: TEACHER RIGHTS

2.1 **LEGAL RIGHTS**

Nothing herein will be construed to deny, or restrict, a teacher such rights as he or she may have under Montana School Laws or other Montana State laws and regulations. However, this does not incorporate these laws and regulations into this contract.

2.2 **GOOD CAUSE**

- A. Bargaining unit members may only be suspended without pay, reduced in compensation, dismissed or terminated for Good Cause as defined in M.C.A. The bargaining unit member and his/her representative, the Association, together as one, will have the right to pursue either statutory or contractual grievance procedural rights and remedies, but not both.
- B. The re-election of a non-tenured teacher shall be governed by the provisions of MCA 20-4-206.

2.3 **ASSOCIATION REPRESENTATION**

A teacher will be entitled to have representation as provided by law.

2.4 **WRITTEN REPRIMAND**

- A. No written reprimand or material of a derogatory nature will be placed in a teacher's file unless for Good Cause and a teacher first has had a chance to read said reprimand or derogatory material and respond in writing. Such response will be placed in the teacher's file upon request. Any alleged action that prompts a letter of reprimand or material of a derogatory nature to be placed in a teacher's file will be promptly and fairly investigated. Should a teacher disagree with the validity of such a document, the matter may be processed through the grievance procedure.

- B. Any written reprimand or derogatory material placed in a teacher's file will be removed at the request of the teacher five (5) years after the reprimand or derogatory material is issued.

2.5 **PERSONNEL RECORD**

- A. A teacher's personnel file, excluding the confidential portions, will be open to that teacher or any party that the teacher so designates in writing. The confidential portion will include only college credentials and letters of recommendation by former employers. The teacher will be informed in writing of any addition to his/her personnel file excluding regular annual evaluations and transcripts. Additions to a personnel file will be limited to reports or letters by the teacher's supervisor and responses by the teacher. Documents may not be removed from the file without the teacher's permission. Documents contained in the personnel file must be initialed or signed by the teacher indicating that he or she has viewed the document. Anything not signed cannot be used as evidence in any disciplinary or discharge proceeding.
- B. There will be only one (1) personnel file that will be kept in the District central office. There will be no secret or alternative files kept in the District, with the exception of the past practice file (see C.). However, this will not preclude administrators from keeping working files for their own use. Employees will be able to view the contents of these files with right of verbal or written response.

Official observation materials may be retained in the building. All other materials will be maintained for a maximum of one (1) calendar year from the original date on the written material, and then must be purged.

- C. The School District will establish a past practice file. A past practice file will contain personnel files of former employees, documents removed from current employees' personnel files and/or investigation reports of incidents which did not result in disciplinary action. An employee's records in the past practice file will not be used to evaluate and/or discipline the same individual employee. The information in the past practice file may only be used to substantiate and/or clarify past instances. An employee has access to his/her file and may grant access to the Association. Each file, including a personnel file, will have an access list in the front that must be signed and dated by any person accessing the file. The Superintendent is responsible for the access to these files.

2.6 **ACADEMIC FREEDOM**

- A. Academic freedom is essential to the fulfillment of the educational purposes of Missoula County Public Schools. When a teacher takes the following into account, the teacher has the right to protections from censorship:
 - 1. The issue involved should pertain to the subject being taught and the course objectives. The nature of the instruction and the teaching methods used should be adapted to the developmental level of the students.
 - 2. Differing points of view should be considered.
 - 3. Opportunity should be provided for the development of critical thinking, the ability to detect propaganda and the ability to distinguish between fact and opinion.

4. The legitimacy of honest differences of opinion among individuals looking at the same evidence should be established.
 5. One's right to change his/her opinion should be respected.
 6. Pupils should be encouraged to withhold judgment until thorough study has been completed.
 7. Emphasis should be placed on the right and necessity of forming independent judgments based on reasoning and the full use of all available information.
 8. Teachers must approach issues in an impartial and unprejudiced manner and must refrain from using their classroom position to promote their own or any partisan view.
- B. MCPS recognizes that students learn differently and that each teacher is encouraged to learn a variety of teaching styles and methodologies to more effectively serve the instructional needs of students with different learning styles.

ARTICLE 3: ASSOCIATION RIGHTS

3.1 ACCESS TO INFORMATION

The Board agrees to furnish to the Association such information, or access to such information, as is available and required by law.

3.2 USE OF FACILITIES

The Association or its representatives will be permitted to use available school facilities and equipment at reasonable hours provided such use will not interfere with or interrupt normal school operations. This provision will be subject to approval of the Building Administrator or his/her designee in advance. The Association will be responsible for damages resulting from the use of facilities and equipment. The Association will give a written account of any materials or supplies used to the District business office and reimburse the District for all materials and supplies used.

3.3 EMPLOYEE ORGANIZATIONS

- A. Except as otherwise provided by law, employees of the District will have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. They will also have the right to refuse to join or participate in the activities of employee organizations.
- B. When there is an orientation program for new teachers, the Association will be allowed up to thirty (30) minutes of the agenda to explain Association activities, so long as such does not involve discussion of potential work slow-downs or stoppages.

ARTICLE 4: RIGHTS OF THE SCHOOL DISTRICT

4.1 MANAGERIAL RIGHTS AND RESPONSIBILITIES

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the School District to the full extent authorized by law. These powers are limited by applicable laws or the express terms of this Agreement and include, but are not limited to, the right:

- A. To execute management and administrative control of the school system and its properties, facilities, and programs.
- B. To employ and re-employ all personnel, determine the methods, means, job classifications, and personnel by which operations are to be conducted.
- C. To select textbooks and other teaching materials to be used in all courses of instruction, to establish and supervise the curriculum, the manner of instruction, class schedules, days school will be in session, physical plant, and other facilities.
- D. To consolidate or eliminate any teaching position.
- E. Transfer and assignment of staff are management rights.

4.2 EFFECT OF LAWS, RULES, AND REGULATIONS

The exclusive representative will recognize any agent of the Board selected to represent it in any matter covered by this Agreement, as evidenced by a letter of appointment executed by the Board Chair or the clerk of the District. The parties recognize the rights, obligations, and duties of the Board to promulgate rules, regulations, and orders insofar as such rules, regulations, and orders are consistent with the terms of this Agreement.

ARTICLE 5: SCOPE OF AGREEMENT

This Agreement constitutes the full and complete agreement between the School Board and the Association. The provisions herein relating to salary, hours, and other terms and conditions of employment supersede any and all prior agreements, resolutions, practices, rules or regulations concerning salary, hours, and other terms and conditions of employment inconsistent with these provisions. During the negotiations that led to this Agreement, both parties had the opportunity to put forward proposals and to discuss other matters, so it is understood that there will be no further negotiations during the term of this Agreement, except by mutual agreement and for a successor agreement.

ARTICLE 6: OBSERVATIONS AND EVALUATIONS

6.1 OBSERVATIONS

- A. All formal observations of teachers will be with the knowledge of the teacher being formally observed, and will be followed within ten (10) working days with a conference between the teacher and his/her observer(s). At such conferences the teacher will be presented with a copy of the Standards/Indicators Running Record and will discuss with the observer(s) any questions the teacher may have regarding the observation. The teacher will be given a copy of the Standards/Indicators Running Record and will sign the original to signify that he/she has read the report. Within ten (10) working days from the conference, the teacher may submit signed comments regarding the observer's report. The teacher's response will be attached to the signed copy of the Running Record.

6.2 EVALUATIONS

- A. Evaluations will be performed by one District Administrator.
- B. The first three (3) years of continuous service by a teacher will be considered probationary years. Non-tenured teachers will be evaluated yearly, with the evaluation being made by the third week of March. Tenured teachers will be evaluated on a three (3) year cycle: two (2) formative observation years followed by a summative evaluation in the third year. The Summative Evaluation Report will be completed by the first Friday in May of the summative year.
- C. All formal evaluations will be conducted in an evaluation conference during which the bargaining unit member will be given a copy of the formal evaluation, and will sign the original to indicate that he/she has read the report. The bargaining unit member shall discuss with the evaluator(s) any questions he or she may have regarding the evaluation. Should the bargaining unit member have any disagreement with the contents of the evaluation, he/she may, within ten (10) business days, submit written comments regarding the report. One (1) copy will be placed in the teacher's personnel file and the other copy retained by the principal.
- D. Should the evaluator(s) identify areas where the teacher is below the levels of expectations, specific written suggestions for improvement will be issued by the evaluator(s).
- E. The evaluation conference will not be used as a formal meeting to reprimand or discipline a teacher.
- F. The current format for evaluations will be followed, unless the format is changed by a committee consisting of three (3) representing the Association and three (3) representing the District, and the format is adopted by the Board. The observation/ evaluation forms devised by the committee in this article are to be utilized in this process and will be included in Appendix II. In the event the committee recommends changes to guidelines and procedures, upon adoption by the Board of Trustees, the revised guidelines and procedures will take effect immediately and replace the current documents in Appendix II.

- G. The results of evaluations performed in accordance with the provisions of A, B, C, D, E, and F above are not grievable.
- H. Any complaint regarding a bargaining unit member made by a parent, student, or other person, which may be used in any manner in evaluating a bargaining unit member, will be called to the attention of the member within ten (10) business days after the supervisor gained knowledge of the complaint. The teacher will then be given ten (10) business days to respond or rebut such complaints. Any verbal or written anonymous complaint cannot be a part of the evaluation process.

ARTICLE 7: EMPLOYMENT

7.1 SCHOOL YEAR

Teachers will be employed for a period of not more than one hundred eighty-seven (187) days, exclusive of legal holidays and vacations.

The District, at its sole discretion, may add up to three (3) days to a non-tenured teacher's contract outside the regularly scheduled one hundred eighty-seven (187) days for the purpose of professional development as determined by the District. These additional days will be paid at his/her daily contract rate.

Members of the bargaining unit will receive one (1) work-day prior to the start of the student school year to work in their respective building(s)/classroom(s)/assignment(s) to prepare for the new year. Members of the bargaining unit will also receive one-half (½) day at the end of the student school year for record keeping and classroom shut down. The aforementioned work-days must be conducted at a District work site unless prior permission is granted by the superintendent or Supervisor. The District and/or Supervisor(s) will neither require, nor request bargaining unit members to attend meetings or engage in supervisor directed assignments or duties during these work-days. These aforementioned work-days are a part of the 187-day contract year as defined in paragraph one (1) of this Article and will be paid at bargaining unit contract daily rate. Personal leave days for these aforementioned days will not be granted unless authorized by the Superintendent or designee. The required work hours for these days will be governed by Article 7.6 WORK DAY, paragraph A.

7.2 OPENINGS/VACANCIES (referenced in 7.3)

- A. Announcement of professional building openings as they occur, or as impending openings become known and verified during the school year, will be announced to staff by the Building Administrator, through electronic means, and posted on the bulletin board of the respective school (defined in Article 1.3 B.).

If openings occur within the first two (2) weeks of the school year, these positions will be open to at least one (1) in-building transfer. After this period, the District will normally fill a vacancy that occurs with individuals other than those who already have assigned duties. Positions filled after the two (2) week period will be available as openings for the next school year in accordance with the Placement Process outlined in Article 7.3.

B. Job Share Positions:

All jobs shares must be approved by the District. A job share is defined as an employment situation in which two (2) contracted employees voluntarily agree to function as a full-time equivalent under a single position (e.g., .5 FTE/.5 FTE or .6 FTE/.4 FTE) referenced in 7.3 A.3.e.3.

7.3 PLACEMENT PROCESS

During the school term, information regarding available certified positions, including supervisory and administrative, either through creation or vacancy, will be publicized to the staff through electronic means and paper posting on designated building bulletin boards. Information regarding these positions will be available at the Human Resources Office.

A. Order of Placement of Staffing

1. Leaves of absence
2. In-Building transfers
3. Displaced pool placed
4. Administrative transfers
5. Facilitated transfers
6. Recalled non-tenured *
7. Arena Process
8. Outside applicants

*By listing 'Recalled Non-Tenured' the District is in no way guaranteeing the recall of any non-tenured teacher. It is the sole discretion of the District to determine whether a non-tenured teacher gets recalled.

1. Leaves of Absences (LOA)

The District should continue to follow 8.7 D. of the contract by placing teachers returning from LOA back into their previous positions first (if possible), then determining who might be displaced.

2. In-Building Transfers

In-Building openings, if any, are the results of non-tenured terminations, retirements, resignations, leaves of absences, attrition, creation of new positions, etc.

Positions within a building may be filled by in-building transfers first. This may be done by the building principal as soon as the opening occurs.

In-Building transfers take place as provided in 7.2 A and 7.3 of the Collective Bargaining Agreement (CBA).

- a. All in-building transfers due to terminations, retirements, resignations, leaves of absences, attrition, creation of new positions, will be completed.
- b. In-Building transfers will not be allowed for positions created as a result of the movement of students from other buildings.

- c. In-District openings, if any, are defined after in-building movement is complete. Once the in-building movement is completed, a list of In-District openings created by that movement will be forwarded to the Human Resources Office immediately (defined in Article 1.3 C.).

3. Displaced Tenured Teacher

A tenured teacher may be identified as displaced if his/her position in the District has been eliminated by school closure, elimination of program, or reduction in the number of classes in a given building/department.

Displaced tenured teachers will be given first choice of vacancies according to seniority and qualifications prior to posting a vacancy. Should the displaced tenured teacher not choose a vacancy, he or she then will be placed by the Human Resources Office to an available open position referenced in 7.3.

If actual service among or between employees in-building is equal, the level of advanced educational preparation will govern (i.e. Master's degree in endorsement over Bachelor's degree, major over minor, etc.). If educational preparedness is equal, the date of hiring will govern. In case the foregoing criteria are equal, seniority will be resolved by the flip of a coin or drawing lots.

A displaced tenured teacher may:

- a. Choose to take an in-building opening (reference Article 1.3 B.).
- b. Take the position of another teacher in the building who volunteers to be displaced, provided that the teacher originally displaced is properly certified and endorsed for the new position.

In terms of the volunteer who takes the place of a displaced teacher, the volunteer will go out into the displaced pool with the average seniority of both the volunteer and the originally displaced teacher (only for the purpose of placement as a displaced teacher), unless the volunteer has equal or less seniority, then they maintain their seniority.

- c. Move into the position of the least senior teacher in-building provided that the teacher originally displaced is properly certified and endorsed for the new position.
- d. Move into the displaced teachers' pool and be assigned elsewhere in the District according to 7.3 of the CBA. New classroom positions created as a result of school closure and/or the movement of students from other buildings will be available for selection by teachers who are displaced. These positions are not to be assigned as in-building transfers.
- e. If no In-District opening exists which the displaced teacher is certified and endorsed to teach, the displaced teacher will (based on his/her original seniority) fall under the provisions of Article 7.5, reduction in staff, as outlined in the CBA.

i. Partial Displacement:

If a teacher is displaced for only part of his/her teaching contract, he/she may choose to be displaced for his/her entire contract.

ii. Multi-Age Displacement:

For K-5 schools that have both multi-age and single grade level classrooms, each teacher will have a single grade designation for displacement purposes only. The grade level for the multi-age classroom teacher will be decided at the beginning of his/her first school year in that building and position by one of the following options:

- a. Balance of Classrooms: two (2) third grade classrooms and three (3) fourth grade classrooms exist in the building --- the multi-age teacher would be designated third grade.
- b. Equal Classrooms: two (2) third grade classrooms and two (2) fourth grade classrooms exist in the building --- the flip of a coin will designate the grade level --- heads = third and tails = fourth.

Once the designation is made for that multi-age classroom teacher, it will remain with that teacher while in that building and position.

A building which offers both multi-age and single grade levels at each grade level, each teacher will receive one (1) grade level designation as per the process noted above regardless of the number of multi-age and single classrooms total.

iii. Job Sharing Displacement:

Going into a job share situation, employees will be apprised of the following: The position would be considered a 1.0 FTE position. In the case of displacement, the job share team may choose to displace the least senior teacher in the building (if available) or go to into the displaced pool as a 1.0 FTE team (ranked by the seniority of the least senior of the job share team) or have someone in the building volunteer to be displaced and then the job share team could possibly take the position. (See the process for placing displaced teachers, under Section 7.3 A.3 for details about volunteers).

iv. Non-Tenured Job Sharing:

When the job share team has a non-tenured teacher as part of the team and the non-tenured teacher is terminated and the tenured teacher's position is eliminated, they would follow the displaced procedure. If the position is not eliminated, then the tenured teacher would remain in his/her current FTE and position.

When all defined openings have been filled, should the District enter a reduction in force status, tenured teachers scheduled for a layoff may displace any lesser senior teacher whose positions he/she is certified and endorsed to teach, as provided in Article 7.5, Section 5 of the CBA.

4. Administrative Transfers

- a. Administrative transfers will be defined as involuntary transfers that are made for the following reasons:
 - i. Disciplinary action.
 - ii. To eliminate situations which exist between a teacher and a principal (between two or more teachers) who have created a disruptive learning environment for the students.
 - iii. To correct a situation where a teacher has been assigned to teach a subject(s) for which the teacher is incapable of carrying out such instruction.
 - iv. Philosophical incompatibility toward the implementation of an alternative program.
 - v. When legitimate educational or organizational factors require such a transfer.
- b. The affected teacher will be personally notified of the transfer and will simultaneously be provided the reasons for the transfer in writing.
- c. The affected teacher will, upon request, be granted a meeting with the Human Resources Director to discuss the matter. The request must be made within two (2) working days after the notice of transfer has been received. If, after the meeting, the Human Resources Director still intends to affect the transfer and the teacher does not agree to the transfer, the teacher may, within two (2) working days, appeal to the Superintendent or his/her designee, whose decision will be final.
- d. Only an alleged failure of the District to follow the above procedure is subject to the grievance procedure.
- e. In the event of an administrative transfer in an endorsement area that has not been taught for five (5) years, the District will offer five (5) days of curriculum time under the supervision of the principal at curriculum rate pay. This time will be served before the start of the school year. This may be prorated for partial transfers.

The foregoing list is neither exhaustive nor limiting. No teacher will be transferred for administrative reasons without Good Cause or without documented proof of the necessity for the transfer. Whenever possible, administrative transfers will not be completed in such a manner as to adversely affect the position of another teacher, who has not been designated for such a transfer.

Teachers considered for transfer under this provision will be notified by March 1st and placed in a comparable position by June 1st.

5. Facilitated Transfers

Facilitated transfers are transfers intended for use by tenured staff who want to change their current building, assignment, and/or position. To be considered for facilitated transfer for the next school year, the teacher must make submission of the facilitated transfer form to the Human Resources Office by March 1st. This submission is valid for three (3) years. It is understood, however, that facilitated transfer requests should not be used to circumvent applying for positions that are available during the Arena Process (7.3 A. 7), in-District openings, as well as public postings during the pendency of their request. Staff should apply for available positions for which they are interested and qualified. In the event that no placement is offered within the three (3) years the teacher may, upon re-submission, retain his/her original position on the facilitated transfer list. Teachers on the list who have not been able to complete a facilitated transfer may in year three (3) be placed in a vacancy for which they are certified and endorsed when it becomes available according to the Order of Placement of Staffing timeline as a starting point and then up to the first day of school. This placement made by the Human Resources Office will consider, time on the facilitated transfer list, qualifications and seniority if more than one (1) person is on the list for the same type of position. Upon acceptance the facilitated transfer process is completed. Refusal of the facilitated transfer placement will result in the teacher staying in his/her current placement and starting the facilitated transfer process over. A person, once granted a facilitated transfer, will not be granted another facilitated transfer request for at least three (3) years.

6. Recalled Non-Tenured * (see Article 7.3, A., reference 5*)

7. Arena Process

To provide for diversity of experience and to enhance and broaden professional skills, the voluntary transfer of teachers will be encouraged.

Upon completion of the placement process per 7-3 A-1 through 6, a list of In-District openings will be compiled and distributed to the buildings as soon as possible. Teachers within the District requesting a transfer will send a letter for each position they are requesting, activating their application within three (3) calendar days after the posting of the available positions. A building administrator will conduct building level interviews for the available position(s). Within three (3) business days of the completion of the interview process, the HR Department will notify all teachers interviewed of their status in relationship to the available position. Upon request, unsuccessful applicants will be given a supervisory review by the Human Resources Office which will include reasons for the rejection.

8. Outside Applicants

Once placement of current teachers has been completed through the placement process outlined in Article 7.3, the District will consider new hires to fill the vacancies.

9. Voluntary Transfer during Summer Months

- a. Teachers with specific interests in possible vacancies will notify the Human Resources Director of their interest in writing and provide an (one only) email address OR self-addressed, stamped envelope during the last regular week of school.

- b. Should a vacancy occur, those teachers who have expressed written interest in such a vacancy and provided an (one only) email address OR sufficient self-addressed, stamped envelope to the Human Resources Office will receive notification of any vacancies specified by those teachers that occur during the summer months.
- c. Vacancies that occur during the summer will be posted at the Administration Building, and on the District website. It is understood that the District is not responsible for notices after they are mailed during the summer, and for those positions that become open during the summer months. After August 1st, the District may waive the requirements under this Section in order to fill the position.

10. Teacher Exchange

- a. To provide the opportunity for greater professional staff movement within the District, teachers may request to participate in a District-wide teacher inter-building or intra-building exchange program.
- b. A teacher exchange can only occur with the concurrence of the teachers requesting the exchange and the principals whose buildings would be affected by the change.
- c. Requests to participate in the teacher exchange program must be submitted to the Human Resources Office no later than January 15th and all approvals and assignments must be completed by March 1st.

7.4 **TRANSFER ADVISORY COMMITTEE** (Removed 06/30/2016)

7.5 **REDUCTION IN STAFF** (RIF)

1. Determination of RIF

In the event the Board determines to layoff or recall staff, the following provisions will apply:

The Board will determine which instructional and curricular areas, including all student activities, athletics, and classes will be maintained at their present levels and which will be reduced or eliminated.

2. Seniority

Seniority Defined:

Seniority will mean the number of years of continuous service, excluding summer session, extended employment, adult and continuing education program, and any other special programs outside the normal work assignment. Part-time teachers will accrue seniority on a pro-rata basis and will be able to displace junior teachers. Further, seniority will be determined as follows:

- a. Seniority will commence with the first day of actual service to the school district including authorized leaves of absence which allow for accrual of seniority.
- b. If actual service among or between employees is equal, the level of advanced educational preparation will govern (i.e. Master's degree in endorsement area over Bachelor's degree, major over minor).

- c. If the above defined criteria are equal, the date of hire will govern. In case the foregoing criteria are equal, seniority will be resolved by a flip of the coin or drawing of lots.

3. Seniority List

- a. It will be the responsibility of the District to develop the seniority list by certification and said seniority will be recognized District-wide.
- b. This list will include the certification(s) and endorsement(s) for all tenured teachers.
- c. Seniority for probationary teachers will not be recognized until tenure is achieved, at which time seniority will be counted from the first day of continuous service in the regular school term and as subsequently ascertained in Section 2 above. There will be similarly maintained a listing of all probationary teachers, listing their area(s) of certification, but not their starting date with the district.
- d. The draft seniority list will be posted in each District building by December 20th of each school year and a copy of the seniority list will be delivered to the president of the Association simultaneously with this posting. Any teacher disagreeing with his/her seniority placement will notify the Human Resource Director immediately. The final list shall be posted by January 20th.

4. Order of Layoff

Staff reductions will be achieved through the following steps, in the order listed:

- a. Normal attrition from retirement and resignation.
- b. Layoffs of non-tenured teachers.
- c. The District will reassign current staff.
- d. If further reductions are required, tenured teachers will be laid off according to the seniority provision described below.

5. Layoff

- a. A tenured teacher proposed for a layoff will have the right to displace one of the five (5) least senior teachers in either the endorsement area or the grade-level to which he/she is currently assigned provided that the teacher has an endorsement in that subject area.

In the event there are no teachers with less seniority within either the endorsement area or the grade-level of the teacher proposed for layoff, the teacher may exercise a bumping right as follows:

- i. A secondary certified teacher (assigned to grades 7-12) may bump one (1) of the five (5) least senior teachers (grades 7-12) in a subject area outside of his/her current assignment provided the teacher has a current endorsement in that subject area.
 - ii. An elementary certified teacher (assigned to grades K-8) may bump one (1) of the five (5) least senior teachers within a grade-level band which extends two (2) grade-levels up or down from his/her present assignment provided that the teacher has a current endorsement to teach that grade-level or subject area. In the event there are no teachers with less seniority within the grade-level band referenced above, the teacher may bump one (1) of the five (5) least senior elementary endorsed teachers assigned to grades K-8.
- b. At such time that a teacher is notified of his/her layoff, the said teacher may exercise his/her bumping privilege(s) within five (5) days.

- c. Teachers who leave the bargaining unit to serve as administrators in the District shall retain seniority accrued in the bargaining unit and shall continue to accrue seniority for the period of time spent as an administrator. Administrators who were not previously members of the bargaining unit shall only accrue seniority from the first date of employment in MCPS as an administrator.

6. Recall

- a. No new teacher will be employed by the School District while a certified, qualified, tenured teacher capable of performing the work is on a layoff. Tenured teachers will first be recalled in inverse order from which they were laid off provided that they must be certified, qualified, and able to perform the work.
- b. Teachers placed on a layoff will retain all seniority and tenure rights they had accrued as of the date of their layoff, and will earn additional seniority during the period of their layoff, subject to the limitations as stated herein.
- c. When placed on a layoff, a teacher will maintain a current address with the school district and if a position becomes available for the teacher on a layoff, the school district will provide written notice by certified and registered mail, return receipt requested. The teacher will have fourteen (14) calendar days from the date of receipt of such notice to accept re-employment. Failure on the part of the teacher to accept re-employment within fourteen (14) calendar days of receipt of the recall notice will constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.
- d. Re-employment rights will automatically cease thirty-six (36) months from the date of layoff. If while on a layoff the teacher gave notice of termination/ resignation, said teacher's re-employment rights will cease.

7. Effect

- a. For purposes of this Article, ability or capability to perform the work will refer only to the teachers' abilities and capabilities within their areas of certification and endorsement. Extracurricular abilities or capabilities will not be considered by the district.
- b. It is further understood and agreed by the parties that the termination of teachers is governed by Montana Statutes and nothing herein will be construed to modify or limit the school district's statutory rights or the teacher's statutory rights as provided by Montana law.
- c. Nothing in this Article will be construed to limit the authority of the School Board to determine the number of employees, the establishment and priority of programs or the right to reduce staff. Therefore, such action will not be subject to the grievance procedure provided in this Agreement.

7.6 **WORK DAY**

- A. The District will assign instructional and non-instructional duties. The time the student day commences may vary according to the needs of the educational program(s) of the School District. The scheduling of school hours will be designated by the Board of Trustees. Individual building schedules will be determined in consultation with the building PAC (Principal Advisory Committee per Article 15.2). Regardless of the time the student day commences, the duty day for full-time teachers in the school district will not exceed eight (8) continuous hours. The duty day for all full-time teachers will include a duty-free lunch period unless otherwise agreed by the mutual consent of the teacher and supervisor. In either case, the duty day, not to exceed the hours specified above, will be determined by the number of academic calendar days divided into one thousand four-hundred ninety-six (1496). District PIR days are recognized as duty days and considered eight (8) hour work days in which six (6) hours are reserved for training.

Every effort will be made to schedule Evaluation Review meetings, Individualized Educational Program meetings, Section 504, CSCT, FBA, and similar student-centered meetings that would require the teacher's attendance within the eight (8) hour work-day. However, when these meetings extend beyond the eight (8) hour work-day or are held during the 45 minute duty-free lunch period, bargaining unit members may accrue compensatory time on an hour-for-hour basis with the compensatory time being accrued in fifteen (15) minute increments. Compensatory time will be taken at a time mutually agreed upon between the bargaining unit member and supervisor. At the conclusion of the school year, teachers may opt to have their compensatory time applied to accrued sick leave by filling out a form supplied by the Human Resources Office identifying the hours earned over the course of a school year to be applied. The form must be signed by the principal and Director of Human Resources or designee. These hours will only be applied to sick leave once per year with a deadline of June 1st. Teachers who miss the established deadline for requesting their compensatory hours be applied to their sick leave balance will not lose these hours but must wait until the next year to submit their request or use the time as compensatory time prior to the end of the school year.

Included in the duty day is the teacher's obligation to participate in faculty meetings, departmental meetings, parent conferences, and in-service meetings. Open House functions which may occur outside the regular school day will be attended at no additional pay to teachers; however, the principal with the consent of the PAC may designate another day for an early dismissal for teachers commensurate with the professional schedule. The principal determines the Open House dates.

- B. Qualified teaching personnel, as determined by the District, will be offered available extracurricular positions before such positions are filled by Administrators or non-staff personnel. Nothing herein, however, will prohibit or deny administrators the right to assume such positions. According to MHSA standards, all elementary district teachers are considered part of staff. When available, head coaches will be consulted in the selection of coaching assistants.

C. Lunch Period:

At their option, all high school teachers will have an uninterrupted, duty-free period for lunch of forty-five (45) minutes, in addition to the five (5) minute passing time. For K-8 teachers this lunch period will be no less than forty-five (45) minutes. Upon mutual agreement a teacher may give up their forty-five (45) minutes of duty-free lunch period to assume assigned duties. The teacher will be paid a minimum of one (1) hour at the curriculum rate for each day of assigned duties regardless of actual time spent completing the assignment.

- D. The District will schedule uninterrupted preparation periods, except for non-typical situations (e.g. field trips, mandated testing, assemblies, etc.), so that the individual teachers have time for lesson preparation. For those positions which are at least .50 FTE, preparation time, when appropriate for lesson preparation, will be prorated corresponding to actual student contact time. It is understood that this will be scheduled when such time is available and appropriate.

The District recognizes that ample teacher preparation time is essential to the provision of the highest quality of instruction. Classroom teachers will not be required to remain with his/her class when the entire class is receiving instructions or supervision from another certified or substitute teacher.

- E. Where inequities of preparation time exist in individual K-5 buildings, the PAC will submit reasons for the inequity to the Superintendent or designee along with recommendations for resolution. In K-5 buildings where equalization of prep time does not occur, all grade 4-5 teachers will receive up to four (4) days per year to be taken at their discretion in one half ($\frac{1}{2}$) day increments to be used for preparation time. This will be in addition to preparation time resulting from instruction of students from another certified or substitute teacher. Professional leave requests must be submitted consistent with the District's Professional Leave Form. In buildings where grade confirmation differs from the K-5 model, grades 4-5 will receive prep time in equal to the other 4-5 grade teachers in the District.
- F. Where inequities of preparation time exist in a middle school, the PAC of the affected school will work on balancing schedules and make recommendations to the Superintendent or designee.
- G. If the District requires four (4) or more preparations of any high school teacher, then that teacher will not be assigned a duty period. A teacher may volunteer to waive this provision for himself/herself one (1) year at a time (This will not apply to Seeley Swan High School or the Willard Alternative High School).
- H. Teachers required in the course of their employment for travel between buildings will be scheduled to provide sufficient time for such travel. Such travel will not be scheduled to take place during their lunch period.
- I. Seeley Swan teachers traveling to Missoula for PIR training will be furnished transportation (one vehicle per site) and compensated at the curriculum rate for their travel time before and after the contract day.

- J. The District shall provide a minimum of one hundred fifty (150) minutes of specialist instructional time per week (a normal 5-day week) for regular self-contained classes at grades K-3 and a minimum of two hundred twenty-five (225) minutes of specialist instructional time per week (a normal 5-day week) for regular self-contained classes at grades 4 and 5. Classroom teachers may be required to escort their classes to and from the instructional specialist's classroom but will not be required to be in attendance at the specialist's instructional period. Every full-time music, art, health enhancement, and library media specialist, will be provided one hundred fifty (150) minutes of preparation time per week (a normal 5-day week) within the student contact day. Preparation time will be scheduled in blocks of no less than thirty (30) uninterrupted minutes. K-5 special education teachers will be provided two hundred twenty-five (225) minutes of preparation time per week (a normal 5-day week) within the student contact day.
- K. On twelve (12) early-out days of each school year, bargaining unit members shall be allowed to use the remainder of the work-day, after students are dismissed, to work in their buildings on tasks of their own choosing. School meetings will not be scheduled during bargaining unit members' preparation periods except by mutual consent. K-5 bargaining unit members will be scheduled 3 additional early out days for a total of fifteen (15) to accommodate time needed for Standards based report cards. Specific dates for these twelve (12) and additional three (3) days will be determined by mutual agreement of the Association and Administration. This language will sunset on June 30, 2022.

7.7 **CLASS LOAD**

- A. Aware that the concept of class loads can incorporate both class size (number of students in an individual class) and class composition (range of learning abilities and behaviors, disabilities, English Language Proficiency, cultural differences, and effective factors such as motivation, self-image, and self-confidence), the Board of Trustees will make every effort to meet the recommended standards as set forth in the 'Standards of Accreditation of Montana Schools'.
- B. For the purpose of assigning students to a classroom the principal will consider the actual classroom square footage as well as the number of students who qualify for Title I, students with Section 504 plans, Special Education, or are limited English proficient who impact that classroom. Every effort will be made to create and maintain class rosters in which the above qualifications are equitable among grade levels and/or identical courses. Inequalities should be addressed through the PAC and/or individual departments with specific recommendation(s) to be presented to the building principal.
- C. The inclusion of students with disabilities is decided by current IEP recommendations. Because of the possible impact on class learning environment, the impacted teacher(s), upon their request, will be included in the scheduling of the IEP meeting.
- D. Kindergarten teachers will be given ten (10) hours compensatory time for personal and prep time forfeited in the process of training their students in school routines and procedures during the first two (2) weeks of the school year. Kindergarten teachers shall document their compensation hours on a District Compensatory Time Sheet and provide that time sheet to their principal. The hours may be used during the school year, or applied to the teacher's sick leave accumulation.

7.8 **SCHOOL CALENDAR**

The Board agrees to consult with the Association in the preparation of school calendars.

7.9 **CONTRACTS FOR EMPLOYMENT OF PERSONNEL**

All individual teacher contracts will be subject to and consistent with Montana Law and the terms of this Agreement. Any individual teacher contract hereinafter executed will expressly provide that it is subject to the terms of this Agreement and subsequent agreements between the Board and the Association. If any individual teacher contract contains any language inconsistent with this Agreement, this Agreement will be controlling. The Board shall not issue individual teaching contracts prior to the execution of the CBA, and shall within twenty (20) days thereafter submit a completed, individual contract to all teachers. Said contracts are to be written on the form derived through mutual agreement of the Board and Association. A copy of the contract is found as an addendum to this Agreement as a point of information.

7.10 **SEVERANCE PAY**

The Board agrees to provide severance pay to teachers who terminate their employment with the district. Said severance shall be paid within thirty (30) days of the termination and shall be based upon one-half ($\frac{1}{2}$) of the teacher's accumulated unused sick leave to a maximum of one hundred twenty (120) days of such credit computed on the daily earnings at the time of the termination. When terminations occur during the school year, sick leave will be prorated.

ARTICLE 8: LEAVES

Leaves shall be requested and determined in accordance with the provisions of this Article. The Board or its designee may, in its sole discretion, extend leaves provided herein, grant additional forms of leave, and determine appropriate pay, deductions, and benefits, if any, attached to such extensions and grants.

For the purposes of this Article, "pay" shall refer to that compensation which is appropriate under the salary schedule in effect at the time of leave, and "benefits" shall refer to insurance premium contributions made by the District and accumulation of leave credits.

8.1 **LEAVE CALCULATIONS**

All leave is calculated per hour with time absent always rounded to the next hour. Each day is eight (8) hours, including PIR days. For part-time teachers, leave is accrued at the same ratio for which the part-time teacher is paid.

8.2 **LEAVES WITH PAY AND BENEFITS**

A. **Bereavement Leave**

A total of five (5) days per death in a school year, with no deduction of pay or benefits, shall be granted to each teacher to attend to matters relating to the death of a member of the employee's immediate family. Immediate family means the employee's spouse and any member of the employee's household, or a parent, child, grandparent, grandchild, brother, sister, corresponding in-law and step-relative. Employees may use a total of three (3) days of accumulated sick leave per death to attend to matters relating to the death of another person. The District may require substantiation of the need for such leave.

B. Sick Leave

1. Teachers of Missoula County Public Schools shall be eligible for sick benefits. Part-time teachers will receive prorated sick leave benefits based upon number of hours assigned.
2. Teachers will receive twelve (12) days sick leave per year accumulative to one hundred twenty (120) days. Teachers commencing the school year at one hundred twenty (120) days shall receive a twelve (12) day credit for that year (making one hundred thirty-two (132) days available at the commencement of the school year). The District will pay unused sick leave more than one hundred twenty (120) days at the substitute rate of pay for that year. Such payment will be made on or before September 20th of the succeeding school year.
3. The full amount of accumulated sick leave will be in effect from the starting date of the contract.
4. Accumulated sick leave may be used for absences due to illness of the employee, maternity/paternity, illness of family, relatives or friends.
5. Teachers who are absent for five (5) or more continuous days due to illness, may be required to furnish the School District with a medical certificate from a licensed physician indicating the absence was due to illness in order to qualify for sick leave. In the event that a medical certificate will be required, the teacher will be so advised before he or she returns to school.
6. In the event a teacher cannot arrange for a medical appointment after the regularly-scheduled student day, the teacher may schedule an appointment during the regular student-contact day under the terms of this provision.
7. A new teacher shall not be eligible for these benefits until he or she has actually begun work. One who is employed after the school year begins shall be eligible for the pro-rata portion of such leave based on the full school year during which he or she has served. All part-time employees will receive pro-rata benefits.
8. Any leave adjustments or compensation shall be made on or before September 20th of the succeeding year.
9. Sick leave and extended sick leave may, at the option of the teacher and her physician, be used for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from.

Teachers who invoke this sick leave provision as parenting leave shall be responsible for notifying the Human Resources Office of intent to use such leave.

10. Teachers will be provided with a written monthly accounting of accumulated sick leave on a monthly basis.

C. Judicial Leave

Leave shall be granted in accordance with M.C.A., so that a teacher may serve on jury or as a subpoenaed witness. Notice of need for such leave shall be provided to the District as soon as the employee has knowledge of the need. In the event the employee is appearing in court or before any governmental agency at the request of and for the support of the District, such leave shall be granted without any deduction of pay or benefits.

D. Professional Leave

Requests for leave to attend professional conferences, workshops or seminars shall be granted at the sole discretion of the District. Normally, this leave shall be granted without any deduction of pay or benefits, and the District may reimburse the employee for appropriate costs associated with travel, meals, lodging, and registration. The District may attach different arrangements to the grant of such leave. Whenever possible, the District shall post in each school the names of national or state conferences, workshops, or seminars for which they may be willing to provide professional leave. Staff members who are interested in these activities may notify the Teaching and Learning office in writing of their interest. Names of teachers selected for professional leave and the title of the conference, workshop, or seminars shall be posted in each building. This section would not apply to teachers receiving professional leave for District curriculum work.

E. Military Leave

Teachers shall be granted leave in accordance with M.C.A., as such statute is determined to be effective by the Attorney General. A teacher shall notify the District as soon as possible of the need for such leave, and may be required to substantiate the need for such leave.

F. Visitations

Visitations will be approved for the purpose of sharing ideas, methods and techniques that will enhance professional growth. Such leave will be without loss of pay or benefits. A total of fifteen (15) inter-district visitations and thirty (30) half-day intra-district visitations will be permitted each year. Applications will be presented to the Association President. Association President will approve or deny Visitations.

G. Adoption Leave

Accrued sick leave may be used for the purpose of adopting children. The employee shall notify the District as soon as the need for such leave is known to the employee. The District may require substantiation for the use of adoption leave.

H. Exchange Teacher Leave

Definition: An exchange teacher shall be a teacher who is accepted to teach in a foreign country or domestic school under the conditions established by the International Education Exchange Program of the U.S. Office of Education and/or under approved programs established by the State Office of Public Instruction or other approved agency.

1. A written request for exchange teacher leave shall be directed to the building administrator, forwarded to the Superintendent or his/her designee, and presented to the Board for final determination. A written request for said leave shall be in the Superintendent's or his/her designee's office six (6) months prior to the commencement of the leave.
2. Exchange teacher leave may be requested by any full-time teacher subject to the following provisions:
 - a. Staff member applying for leave must have completed five (5) years of continuous service with the District.
 - b. No more than eight (8) teachers shall be allowed to be on leave at any time.
 - c. Application for teacher exchange leave will be forwarded directly to the Superintendent for Board consideration.
 - d. Before being granted leave, the teacher must agree to return to Missoula County Public Schools for one (1) year immediately following expiration of exchange teacher leave.
 - e. Time spent on exchange teacher leave shall count in lieu of teaching experience at Missoula County Public Schools and, upon return, the teacher shall benefit from all salary increases. Said teacher shall also accrue seniority while on leave.
 - f. A teacher's salary and fringe benefit while on leave shall be determined by regulations of the exchange program agency and the Board.
 - g. The Missoula County Public School District must be given written notice that it shall receive an exchange teacher during the period of time that a District teacher will be absent from his/her teaching responsibilities in the District. In the event such exchange does not take place, the District may immediately recall the teacher.

8.3 **LEAVES WITH PARTIAL DEDUCTIONS TO PAY AND/OR BENEFITS**

A. Extended Sick Leave

Teachers shall be awarded extended sick leave amounting to twice the number of accumulated sick leave days held by the teacher at the beginning of the school year and earned during the course of the school year. Extended sick leave shall be available to the teacher for illnesses, disabilities, or parenting leave which occur after regular sick leave has been used. Unused extended sick leave benefits shall be carried over from the previous year. If the illness/disability/parenting leave requires continued absence into the next school year, those "extended" sick leave days remain available as a continuation of the extended sick leave. However, when a staff member returns to work, the process begins anew and the prior "extended" sick leave days are no longer available. The staff member would then have available the total number of accrued sick leave days, and twice that amount as "extended" sick leave days that year. Total extended sick leave shall not exceed two hundred (200) days. A statement from a licensed medical doctor or dentist is required.

When a teacher begins using extended leave, the teacher is paid as follows:

1. If the teacher's substitute is not on a teaching contract, the teacher on leave is paid the difference between his/her contract salary and the established hourly substitute rate of pay.

2. If the teacher's substitute goes on or is on a teaching contract, the teacher on leave is paid the difference between his/her contract salary and an hourly rate which is calculated at 75% of BA+01-Step 1.
3. For purposes of calculating the reduction in pay, a 1.0 FTE teacher on leave will be charged 8 hours for a full days use of extended sick leave. Part-time teachers will be prorated.
4. A teacher's pay will be reduced while on extended sick leave, regardless of the need for a substitute.

B. Donated Sick Leave

During the school year any teacher may, at the teacher's discretion, donate not more than two (2) days, nor less than one (1) day, of sick leave to another teacher who is in need and shall have exhausted sick leave and extended sick leave due to illness or disability. The yearly total of such donated sick leave shall not exceed forty-five (45) days per individual. Any such donor shall notify the Missoula Education Association President, on forms provided, of the intention to make such donation. Donated leave shall be drawn in order of date of such receipt. A drawing shall be conducted to determine order of usage for donations bearing identical dates of receipt. Any unused sick leave shall be returned to the donors at the end of the fiscal year.

C. Association Leave

Teachers who are elected or appointed to represent the Association shall be granted leave, with pay, to attend to the business of the Association, including attendance at local, state, regional and national meetings and conferences. Such leave must be approved by the Association President. The cost of the substitute shall be paid by the Association. It is understood that leave shall not be requested on parent-teacher conference days, the days before and after holidays, and the first and last week of school.

Notice of intended use of association leave shall be given to the Superintendent or his/her designee, by the Association President at least seven (7) days in advance of usage, except in cases of an emergency. The aggregate number of days under this section shall not exceed one hundred (100) days per year. In the event a MFPE state officer is elected from the Missoula Education Association, an additional twenty (20) days shall be given but only for the business of that office.

Any days or half days taken from school by the Association Negotiating Team shall be charged against the aggregate number of one hundred (100).

D. Association President's Leave

The Board shall grant, upon written request from the Association by March 1st, full time release time to the President of the Association for not less than a full school year. The Association shall reimburse the District for the President's salary, insurance and fringe benefits and the President shall accrue seniority while on leave. Upon return, he/she shall be entitled to his/her former position if it still exists. If the position no longer exists, the President shall be entitled to reassignment to a position approximately the same grade level or subject area held as the time the leave was first requested or to a position for which the President is qualified. The District may make transfers as necessary to accommodate the return of the President. This section shall not be construed or applied

so as to vest a non-tenured Association President with seniority rights superior to those of a tenured employee.

E. Legislative Leave

Legislative leave shall be granted in compliance with M.C.A.

Legislative Leave of Absence from MCPS

1. Teachers elected to serve in the State Legislature will be placed on legislative leave while conducting official State Legislative business.
2. The leave granted for this purpose shall require a salary reduction equal to the cost of the substitute's daily rate.
3. In cases of no substitute replacement for the teacher (i.e. counselor), the teacher will reimburse the District the standard daily rate of a substitute teacher.
4. In either case the employee is responsible for the organization and coordination of their regular school responsibilities.
5. The teacher must submit to the District Business Office, any compensation he/she receives for the legislative work, unless the teacher elects to use personal leave or any approved compensatory time leave for which the teacher is eligible for days absent.

Interim Legislative Committee Leaves of Absence from MCPS

When a teacher is absent on scheduled work days in order to participate in interim legislative committee work:

1. The District will compensate the teacher at his/her regular rate for the days he/ she is absent to perform the committee work.
2. The absence must be cost neutral to the District.
3. The teacher must pay for the cost of the substitute teacher in his/her absence.
4. The teacher must submit, to the District Business Office, any compensation he/she receives for the legislative work unless the teacher elects to use personal leave or any approved compensatory time leave for which the teacher is eligible for days absent.

F. Personal Leave

Each bargaining unit member may accumulate up to six (6) personal leave days subject to the following:

1. Two (2) days of personal leave are earned each year. Personal leave days may be accumulated and held in a personal leave bank at a rate of two (2) days per year to reach a maximum accumulation of six (6) days. Accumulated personal leave days used will be at a no-deduct from a bargaining unit member's wage. Days accrued beyond six (6) will automatically be placed in the bargaining unit member's sick leave bank.

Personal leave shall be used in no less than half ($\frac{1}{2}$) day increments. Accumulated personal leave days may be taken consecutively. Salary deductions for co-curricular assignments shall be deducted in a pro-rata amount (salary for activity divided by the number of activity days) if the leave is taken during the specific activity season.

2. A bargaining unit member may use a maximum of six (6) personal leave days in a single contract year. In the event the bargaining unit member has fewer than six (6) days of accumulated leave in his/her personal leave bank at the beginning of a contract year, each day beyond those available in his/her personal leave bank must be approved by the building administrator and the bargaining unit member's pay will be reduced by the substitute hourly rate.
3. If it is necessary for a bargaining unit member to be away for personal reasons beyond the six (6) approved days, additional time may be granted at the discretion of the Superintendent or Superintendent's designee. The member shall have a day's pay (the employee's yearly salary divided by the number of school calendar days) deducted from his/her salary for each day's absence. The Superintendent's/designee's decision to grant additional leave is not grievable.
4. Personal leave applied for at the following times will not be granted except at the discretion of the Superintendent or Superintendent's designee. The Superintendent's/designee's decision to grant additional leave is not grievable.
 - a. The first and last week of the school year with the provision for attendance at special family-related events.
 - b. During parent-teacher conferences.
 - c. In conjunction with leaves without pay for vacation purposes.
5. Not more than 10 percent (10%) of the appropriate unit may be on personal leave at any one time the day before or following a school holiday or non-scheduled day. Requests shall be filled on a "first come, first served" basis.
6. The staff member shall submit his/her request for leave to the building principal's office at least four (4) working days in advance of the anticipated absence. In case of an emergency, the staff member shall make application as far in advance of the anticipated absence as is possible.
7. The District may deny use of such leave when the granting of such leave would severely aggravate the efficient functioning of the educational programs of the District. In the event such leave is denied, the District will make arrangements with the applicant for alternate dates for use of the leave.
8. An applicant for leave under this provision need not state the reasons for which the leave is sought, except under conditions of 8.3 F.3.
9. Casual and incidental leaves may be granted by the building principal provided the time lost is less than half ($\frac{1}{2}$) a day and it is not necessary to hire a substitute teacher. In these cases personal leave shall not be charged to the teacher.
10. All part-time employees will receive prorated personal leave benefits.

8.4 **EMERGENCY LEAVE**

Up to three (3) days of emergency personal leave, may be granted to teachers to attend to matters of an emergency nature not covered under any other section of this Agreement. The Superintendent or his/her designee may approve this leave when inclement weather, floods, fires, etc., prohibit the teacher from a timely return to his/her position. It is the responsibility of the teacher to notify the Superintendent or his/her designee in a timely fashion. If a teacher uses emergency personal leave, his/her pay shall be reduced for each hour of emergency personal leave usage by an amount equivalent to the hourly substitute rate. A teacher's pay will be reduced while on emergency leave, regardless of the need for a substitute.

8.5 **LEAVE FOR CIVIC EMERGENCIES**

Leave may be granted at the discretion of the Superintendent or the Superintendent's designee in the event teacher's particular skills are needed because of a natural disaster or societal emergency other than the activation of National Guard or Military Reserves. The affected teacher's salary shall be reduced by any reimbursement or stipend received from non-district sources for those days such leave is granted. Such leave shall be requested on the applicable application form.

8.6 **SABBATICAL LEAVE**

Sabbatical leave for one (1) semester or one (1) year may be granted to full-time employees in the District. Mini-sabbaticals may be available for durations of less than one (1) semester.

- A. Leave may be granted to employees who have demonstrated by their performance and their application for sabbatical leave that such experience would make a contribution to the improvement of the instructional program of the school district.
- B. To be eligible for semester or full-year sabbatical leave an individual must have been employed for at least seven (7) full-time continuous years of service in the school district. Any teacher who has been employed by the District for seven (7) continuous years, at half-time or more, may apply for mini-sabbaticals.
- C. Sabbatical leave may be granted for study, travel, research, or any professionally advantageous activity.
- D. Applications for sabbatical leave shall be submitted in writing no later than February 15th of the year preceding the school year in which the leave is sought. The application should:
 - a. Outline the nature of your sabbatical leave plans; (attaching available documentation)
 - b. Explain how the leave is related to your current professional assignment(s);
 - c. Explain how the leave will enhance or enrich your performance in your professional assignment(s) upon your return to MCPS;
 - d. Explain how the leave will academically impact MCPS students upon your return; and
 - e. Detail the value your sabbatical will have to MCPS.

The leave application will be reviewed by a joint Sabbatical Review Panel comprised as follows: the Superintendent or designee, a building administrator, and three (3) teachers selected by the Association. The Panel will make a recommendation for approval or disapproval. The final approval or disapproval, however, is at the discretion of the Board. The Board shall notify the successful applicants by letter no later than March 15th of the year preceding the school year in which the leave is sought.

- E. Sabbaticals are cost neutral. When a sabbatical is cost-neutral, the sabbatical teacher is issued a contract as usual. The District pays the monthly health insurance premium, minus the employee contribution. When the replacement teacher is hired, the cost of the replacement salary and insurance will be deducted from the sabbatical teacher's salary. Any remaining dollars are to be paid to the sabbatical teacher over the school year.

If there is sufficient funding available, the District may fund up to one (1) sabbatical per year. A funded sabbatical would be selected based on scoring by the Panel. Teachers approved for a funded sabbatical will be paid regularly per contract with retirement deduction and two-thirds (2/3) their annual salary. Teachers on funded mini-sabbaticals will receive the equivalent of two-thirds (2/3) their calculated daily salary for each activity day of their sabbatical. Health and dental insurance as contained herein, social security, retirement benefits and other related benefits shall continue in effect during period of leave. Further, the teacher shall accrue seniority and accumulative sick leave shall be retained while on leave.

- F. A teacher receiving a sabbatical leave shall agree to return to the District for at least one (1) year following said leave.
- G. A teacher returning from sabbatical leave shall submit to the Superintendent, no later than October 10th, a report summarizing educational activities and experience during the sabbatical.
- H. The District may grant additional leave without pay for up to one (1) additional year after sabbatical leave. Upon return from leave without pay, the teacher shall be placed on the appropriate step of the salary schedule without receiving an increment for time spent on unpaid leave.
- I. Any teacher who is granted sabbatical leave with or without additional leave but does not complete the requirements of the provisions shall return to the District the monies paid to such teacher.
- J. A teacher on sabbatical leave will be returned to his/her original position if that position was filled during his/her absence.

8.7 **LEAVES WITHOUT PAY OR BENEFITS**

A. **Dependent Care Leave**

A teacher may be granted leave for up to (1) one year to care for dependent children, spouses, or parents who are, in the opinion of a licensed physician, psychologist or psychiatrist, chronically ill. Teachers who are granted such leave for a full year must contact the District by March 1st of the same leave year (school year) to inform the District of their intention to return the ensuing year or request an extension. Such leave may be extended at the sole discretion of the District. Dependent care leave shall be without benefits or pay. While a teacher is on such leave, no credit shall be given for advancement on the salary schedule. The teacher shall notify the District, in writing, as soon as possible of the need for such leave, and shall include in such notification the specific reasons for such leave. The District may require substantiation for the need for such leave.

B. **Long Term Disability Leave**

Long Term Disability Leave without pay or benefits resulting from personal illness, childbirth, or injury of a teacher shall be granted for the remaining period of disability after sick leave and extended sick leave with pay have been exhausted, subject to the following conditions:

The employee may be requested at any time to furnish a certification from one (1) or more physicians that the illness or injury prevents the employee from returning to duty. If the employee fails to furnish such certification or medical evidence indicates the employee could return to duty but fails to do so upon written request, employment may be terminated by the Board upon recommendation by the Superintendent.

C. **General Leaves of Absence**

The District may, in its sole discretion, grant a tenured teacher's request for a general leave of absence for a period of one (1) year for the purpose of taking additional training, travel, teaching or any other activity which would result in benefiting the teacher and/or the School District. The teacher shall submit the request for such leave in writing no later than April 1st of the school year prior to the year in which the proposed leave is to be taken, and shall include the specific reasons for such request. Normally, such leave shall be without pay or District-paid benefits and shall be for a period of one (1) year. However, the granting or refusal to grant such leave, together with the length of such leave granted and associated pay and/or benefits, shall be determined by the District on a case-by-case basis, and shall not be used to establish future precedent. Absent exceptional circumstances, a one (1) year Leave of Absence will not be extended unless otherwise approved by the Superintendent. Vertical advancement shall be authorized if the teacher's absence is spent teaching in another bona fide school system, and said teacher shall accrue seniority as specified herein.

It is the responsibility of the staff member on leave of absence to notify the Superintendent or designee before February 15th concerning his/her intent to accept or reject his/her position with the District for the ensuing school year. Failure to notify the District by February 15th shall be considered cause for termination.

D. Teachers Returning from Dependent Care Leave, Long Term Disability Leave, or a General Leave of Absence

The District will attempt to place teachers returning from dependent care leave, long term disability leave, or a general leave of absence in a position that is substantially the same as their previous position. Teachers returning from these leaves will be subject to the same procedures for determining placement of personnel as other members of the appropriate unit. Teachers on these leaves may opt to purchase the District's insurance should they wish to do so.

8.8 **FAMILY MEDICAL LEAVE ACT**

Family Medical Leave Act (FMLA) leave will run concurrently with other leaves.

ARTICLE 9: DUES DEDUCTION/REPRESENTATION

A. Dues Deduction

The Board agrees to deduct from the salaries of any teacher such money for an annual membership in the Association and its affiliated organizations, as such teacher authorizes in writing. The MFPE membership form shall serve as written authorization for collection of dues. Commencing in October of each school year and each month thereafter the School District will deduct in equal installments the money that the teacher has agreed to pay the Association. New authorizations, when received by the School District during the school year, will be deducted in equal installments over the remaining monthly payments of the teacher's current contractual salary.

The Board agrees to deduct from teacher salaries such contributions as are required by law and others authorized in writing by the employee and agreed to by the Board.

B. Notification and Transmittal of Monies

1. The Association will certify to the Board, in writing, the current rate of annual membership dues on a person by person basis.
2. The Association will furnish written authorization to the District with as complete list of deductions no later than October 10th of each year. Any changes to the list must be authorized by the Association. The District will notify the Association within five (5) days of any attempted changes to the list.
3. All dues shall be transmitted to the Association on a monthly basis not later than five (5) working days following the date of a payroll.
4. Request to withdraw membership and cease dues' payments must be made in writing to the Association during the window period stated on the MFPE membership form. The Association will notify the Director of Human Resources of any changes in writing within five (5) days.

C. Representation

1. The Association, as the exclusive representative of all employees described in Article 1.2 will represent all such persons, whether Association members or non-members, fairly and equally. No teacher shall be denied Association membership because of race, creed, color, sex, or age.
2. No employee will be required to join the Association; but membership will be available to all who apply, consistent with the Association Constitution and Policies.

3. 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 10: NO STRIKE CLAUSE

Neither the Association nor any employee shall engage in a strike, defined as any concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstention in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges or obligation of employment during the period that this Agreement is in full force and effect. The District shall not engage in a lock out.

ARTICLE 11: INSURANCE PROGRAM

In the event of the dissolution of the MCPS self-insured health benefit plan, all remaining reserves must be maintained by the District under the provisions of MCA and must be used to pay for employee benefit costs as determined by majority vote of the members of the full insurance committee.

- A. For the term of this Agreement (2019-2022) the Board agrees to pay six hundred seventy-three dollars (\$673) per month for eligible bargaining unit members towards the monthly premium of the District's group health and dental insurance plan.

The following language applies to the 2020-2022 years only:

Should the cash balance (adjusted for stop loss reimbursement due to claims exceeding the individual and/or aggregate stop loss limits) of the combined elementary and secondary health Insurance Trust Fund drop below ten million five hundred thousand dollars and 00/100 cents (\$10,500,000.00) as reported on June 30, 2020, as reported on the Combined Health Insurance Trust Fund Report for Missoula County Public Schools, the District will commence the following month to make an additional contribution for each eligible bargaining unit member of ten dollars (\$10.00) per month for the remainder of the term of this Agreement. The additional District contribution will remain in effect through June 2022 and will revert to the \$673 per month effective July 1, 2022. Additionally, the monthly premium rate for each option on the Plan schedule will be increased by five dollars (\$5.00) prior to the open enrollment period, with new rates effective September 1, 2020.

Should the cash balance (adjusted for stop loss reimbursement due to claims exceeding the individual and/or aggregate stop loss limits) of the combined elementary and secondary Health Insurance Trust Fund drop below ten million five hundred thousand dollars and 00/100 cents (\$10,500,000.00) as reported on any one of the following quarterly report dates (September 30, 2020; December 31, 2020 ;March 31, 2021; September 30, 2021; December 31, 2021 or March 31, 2022) the District will commence the following month to make an additional contribution of ten dollars (\$10.00) per month for each eligible bargaining unit member. The increased district contribution of ten dollars (\$10.00) will remain in effect through June 2022. Under no circumstances during the term

of this agreement will the District be obligated for more than the six hundred eighty-three dollars (\$683) per month per eligible bargaining unit member and the District contribution will revert to six hundred seventy-three dollars (\$673) per eligible bargaining unit member per month effective July 1, 2022.

The language covering additional contributions to the Insurance Trust Fund as stated in the above paragraphs will sunset on June 30, 2022.

The entitlement for the employee is to the benefit of the plan and not the dollar amount.

Employees working at least fifty percent (50%) of a regular full-time position are eligible for the health insurance benefits coverage provided under the terms of the District's health insurance plan.

The District agrees to pay the aforementioned premiums to those employees working at least sixty percent (60%) of a regular, full-time position. Those working less than sixty percent (60%) but at least fifty percent (50%) shall receive prorated contributions. Those working less than fifty percent (50%) of a regular, full-time position shall not receive insurance premium payments from the District.

Payroll deductions will be used should the District's contribution not cover the entire premium.

B. Continuation of Insurance During Retirement

Retiring teachers will be allowed to continue participation in District insurance programs at their own expense when such participation is allowed by the carrier(s). These individuals shall make payments directly to the District Business Office.

C. Duration of Insurance Contribution

A teacher is eligible for School District contribution as provided in Section (A) above, as long as the employee is in a paid status with the School District with one exception. Employees who are on leave due to a work-related injury covered by the District's Workers' Compensation Plan will continue to receive the District contribution towards health insurance for up to six (6) months commencing on the date his/her eligibility for Family Medical Leave Act leave expires so long as he/she is on a District approved leave status. Should said employee remain on a District approved leave status after this six (6) month provision expires, he/she will still be eligible for the District Insurance Plan but must pay the full premium for the Plan. Upon termination of employment during the school year, all District contributions shall cease effective at the end of the month of contribution. In the event of a resignation or termination at the end of the school year, contributions shall remain in effect through the months of June, July, and August.

D. Claims Against the School District

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

- E. The District Insurance Committee shall review and make recommendations to all District employee groups and the Board of Trustees on matters concerning the District's insurance program. This committee shall be composed of representatives selected from each of the District's employee groups based on a pro-rata depending upon total membership. The total size of the committee shall not exceed ten (10) members plus two (2) administrators, one of which must be the Plan Administrator. This committee shall function for the duration of the agreement.
- F. Employees whose positions are from .50 FTE to 1.0 FTE who are on a District approved LEAVE WITHOUT PAY OR BENEFITS (Art. 8-7) are eligible for the health insurance benefits coverage provided under the terms of the District's health insurance plan; however, employees on an approved leave without pay or benefits (8.7) must pay the full monthly insurance premium should they choose to continue coverage.

ARTICLE 12: GRIEVANCE PROCEDURE

12.1 GRIEVANCE DEFINITION

A "grievance" shall mean an allegation by a grievant resulting in a dispute of disagreement with the School District as to the interpretation or application of terms and conditions contained in this Agreement. The "Grievant" shall be defined as a teacher and/or the Association.

12.2 REPRESENTATIVE

The School District may be represented during any step of this procedure by its designated representative. The grievant may be represented during any step of this procedure by the Association. In the event a teacher does not desire representation by the Association, the Association retains the right to be present at all levels. With the consent of the grievant, the Association on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

12.3 DEFINITIONS AND INTERPRETATIONS

A. Extension

Time limits specified in this Agreement may be extended by mutual agreement.

B. Days

Reference to days regarding time periods in this procedure shall refer to working days.

C. Computation of Time

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

D. 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.

12.4 **TIME LIMITATION AND WAIVER**

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the immediate supervisor, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event giving rise to the grievance occurred, or within twenty (20) days of the time the grievant through the use of diligence should have known of the alleged grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the grievant and the immediate supervisor.

12.5 **EXCEPTIONS TO TIME LIMITS**

- A. When a grievance is submitted on or after June 1st, time limits shall consist of all week days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through this grievance procedure until resolution.

12.6 **ADJUSTMENT OF GRIEVANCE**

The School District and the grievant shall attempt to adjust all grievances which may arise during the course of employment of any grievant within the School District in the following manner.

A. Level 1

If the grievance is not resolved through an informal meeting between the immediate supervisor and the grievant, the grievant may, in compliance with Section 4, submit the grievance in writing to the immediate supervisor. The immediate supervisor shall respond in writing within ten (10) days of receipt of the written grievance.

B. Level 2

In the event the grievance is not resolved at Level 1, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within ten (10) days after receipt of the decision on Level 1.

If the grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall meet with the grievant within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

C. Level 3

If the grievance has not been resolved at Level 2, the grievance may be presented to the Board of Trustees for consideration, provided such appeal is made in writing within ten (10) days after the receipt of the decision at Level 2. The Board or a subcommittee thereof or a designee of the Board shall, within ten (10) days, meet to hear the grievance. After this meeting, the Board of Trustees shall have a maximum of ten (10) days in which to answer the grievance in writing.

D. Denial of Grievance

Failure by the School District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the grievant may appeal it to the next level. This shall not negate the obligation of the School District to respond in writing at each level of this procedure.

E. Step Waiver

Provided both parties agree in writing, any level of this grievance procedure may be bypassed and processed at a higher level.

12.7 **ARBITRATION**

A. Procedure

In the event that the parties are unable to resolve a grievance, it may be submitted at the option of the Association together with the grievant to arbitration as defined herein, provided a notice of appeal to arbitration is filed in the Office of the Superintendent within five (5) days of the receipt of the decision of the school district in Level 3.

B. Selection of Arbitrator

Upon submission of a grievance to arbitration under the terms of the procedure, the parties shall, within five (5) days after receipt of the notice provided in Subdivision 1, above, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, either party may, within ten (10) days, request the Federal Mediation and Conciliation Service to submit to both parties a list of five (5) names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking names in alternate order. The name remaining shall be the arbitrator. Failure by the Association together with the grievant to request an arbitration list within the time periods provided herein shall constitute a waiver of the grievance.

C. Hearing

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

D. Decision

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing, or within twenty (20) days after the deadline for mailing of post hearing briefs, if the arbitrator so instructs. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. Decisions by the arbitrator, in cases properly before him or her shall be final and binding upon the parties, still subject however to the limitations of arbitration decisions as provided by Montana Law.

E. Expenses

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 presenting its case. The parties shall share equally the fees and expenses of the arbitrator, including the cost of the list of potential arbitrators, and any other expenses of which the parties mutually agree are necessary for the conduct of the arbitration. In the event one party orders a transcript of the arbitration, that party shall pay all costs thereof when both parties desire a copy; the costs shall be equally shared.

F. Jurisdiction

The arbitrator shall have jurisdiction over grievances properly before the arbitrator pursuant to the terms of this procedure. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall not have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. In considering any grievance, the arbitrator shall give due consideration to the statutory rights and obligations of the school district to efficiently manage and conduct the operations of the District.

12.8 **MISCELLANEOUS PROVISIONS**

A. Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.

B. Any agreement between the District representative at any level and the grievant shall constitute a waiver of any future appeal through the grievance procedure concerning the particular grievance.

C. Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the work day, persons required to participate in the hearings shall be excused without loss of pay or other benefits.

D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants.

E. It is agreed that a grievance may be processed only until another form of appeal, outside of the District, is elected. At that point, the grievance shall be considered withdrawn.

ARTICLE 13: SALARY ITEMS

13.1 CREDIT FOR ADVANCEMENT ON THE SALARY SCHEDULE

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

A. Credits

To be acceptable toward advancement on the salary schedule, credit(s) earned by taking extension courses or on campus study:

1. Will be directly related to the individual's current or related academic teaching field(s) or extra-curricular assignments, or courses of a general foundation nature in the professional, educational curriculum or a planned program pursuing a new endorsement.
2. At least half of the courses for each lane movement must be graduate level.

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 designee of the Superintendent (via the Human Resources Office). The designee will evaluate the program within fifteen (15) days and notify the teacher accordingly.

In the event that the teacher does not agree with the evaluation findings, he or 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.

B. Effective Date

Individual contracts will be modified to reflect qualified lane changes once every year at the beginning of the school year. Documentation of additional professional preparation which will qualify the teacher for horizontal movement on the salary schedule will be submitted to the Human Resources Office not later than September 1st of the school year for which the teacher requests salary adjustment. Documentation will be in the form of an official transcript, course grade slip, receipt for professional growth points, or letter from proper authority. Failure of the teacher to comply with the requirements of this Article will prevent the teacher from moving horizontally on the salary schedule until the following year.

C. Professional Growth Program

The Board of Trustees recognizes that ongoing professional growth of teachers contributes to the overall educational growth of the District's students. Therefore, in addition to current means available to teachers, the District established a Professional Growth Program for purposes of professional development and salary advancement. The Professional Growth Program will be planned and approved by the Superintendent. The Association will be represented in that planning. There will be a committee composed of two administrative representatives chosen by the Superintendent and four representatives chosen by the Association. The committee will select a chairperson.

The purpose of the committee will be to annually review the Professional Growth Program and make recommendations to the Board.

It shall be possible, but not mandatory, for teachers complying with the requirements of the Professional Growth Program to progress horizontally on the salary schedule.

Professional growth credit will not be confused with university credit courses needed for advanced degrees. They will be given separate attention and duly counted toward advancement on the salary schedule. Hours of credit will be comparable to university or college credit.

The decision to award professional growth credits will be the responsibility of the Superintendent or his/her designee.

The Professional Growth Program is neither incorporated into this Agreement nor subject to the grievance procedure.

The parties agree that there will be no changes or alterations made to the Professional Growth Program during the term of this Agreement, except by mutual consent. (See Appendix I)

D. New Employees

A degreed teacher newly employed in the District will be granted no more than ten (10) years of credit for placement on the salary schedule based on the ten (10) years immediately preceding the date of hire. To receive credit for prior experience a newly hired teacher must have worked at least three (3) quarters or one hundred thirty-five (135) days per year.

New employees without any District recognized teaching experience shall be placed on Step 1.

E. Professional Development

The District may offer professional development courses (classes) taught outside the contract work-day (or year) which are pre-approved for a certain number of university equivalent credits (hours of credit will be comparable to university or college credit). These District-designated courses (classes) may be used for advancement on the salary schedule provided they are germane to a teacher's assignment and are pre-approved by the District. The awarding of such equivalent credits is solely at the discretion of the District and is not subject to the grievance procedure.

In lieu of receiving credit for advancement on the salary schedule referred to above, a teacher may, at the discretion of the District, receive FLEX PIR credit and OPI renewal credit (if available) OR a one-time stipend of two hundred dollars (\$200.00) per semester credit hour. To be granted one of these options, the teacher must complete all course requirements as outlined in the course syllabus as per required by the District.

13.2 **EXTRA-DUTY PAY**

A. Assignments outside the contract work day and/or outside the work year (outside the one hundred eighty-seven (187) day contract such as weekends, holidays unscheduled work days and/or summers) may be voluntarily agreed to between the District and a bargaining unit member. These assignments shall receive a stipend, as agreed to in this CBA, OR be paid an hourly rate based on hours the bargaining unit member is directly supervising and/or instructing students or performing assigned school work OR with the mutual agreement of the teacher and their supervisor, result in pre-arranged early release time for the equivalent to the time vested in the activity. E.g. Science night, movie night, school dances, etc.

1. Curricular Rate: The hourly wage for elementary District coaching, extra-curricular activity instruction, in-service outside the work day or school year, committee work outside the work day or school year, curriculum review work outside the school day or school year, and supervision of high school/elementary summer activities will be calculated at the rate of $.00072 \times$ the base.

Instructional Rate: The hourly wage for instructional tutoring outside the school day or school year will be calculated at the rate of $.00082$ times the base

2. Curriculum Review Work:

The Teaching and Learning Department will establish the number of bargaining unit members for a given curriculum review. Committee members (including steering committee members) will be chosen from a pool of applicants. The District will strive to include relevant representation from across the District, buildings, and grade-levels for the appropriate disciplines (except department heads who are required to participate on the committee as per their job description). At the District's discretion and as funding allows, curriculum review and development will occur during the school year and/or during the summer. Participants will be compensated as follows:

- a. Each participant in Summer Curriculum Review, including department heads, will receive a stipend. The stipend will be based upon two percent (2%) of the Base Salary at Step 1 on the current MEA Salary Schedule. The compensation will be paid upon completion of the Summer Curriculum Review. If Summer Curriculum Review exceeds thirty (30) hours, paragraph d. below will apply.
- b. Each participant in the School Year Curriculum Review, including department heads, will receive a stipend. The stipend will be based upon two percent (2%) of the Base Salary at Step 1 on the current MEA Salary Schedule. The stipend will be paid upon completion of the School Year Curriculum Review. If School Year Curriculum Review exceeds thirty (30) hours, paragraph d. below will apply.

- c. Steering Committee members, excluding department heads, will receive an additional five hundred dollar (\$500) stipend. The stipend will be paid upon completion of the School Year Curriculum Review. Committee members must adhere and agree to the terms of time (including summer and after school work) and effort set forth by the curriculum department to qualify for the stipend. Curriculum Review Committee meeting time shall not exceed sixty (60) hours during one school year; however, this limitation does not apply to individual prep assignments.
- d. Curriculum review work required beyond the above thirty (30) hours per summer or school year review will be compensated at the rate of .00072 x the base.

B. Summer School

When summer school positions become available, they will first be offered to the certified staff presently in the District. If there are no applicants from the certified staff, the position(s) may then be offered to persons outside of the certified staff.

If there is more than one applicant for a specific summer school position, the unsuccessful candidate(s) will be notified of their non-selection. Payment of teachers employed in the summer program will be based upon their salary placement during the regular school year.

Letters of Intent or contracts will be signed and returned to the Human Resources Office prior to the commencement of employment.

- C. Teachers chaperoning school dances outside the duty day will be on a voluntary basis and paid fifteen dollars (\$15.00) per dance; this, however excludes extra-curricular activities for which the teacher is already getting a stipend as listed in (A1 through A3).

9 – 12 Prom Advisor

Any staff member (maximum of three (3)) who is involved in the decoration of the prom will be paid the following: Index: .015 (should be advisors)

9 - 12 Class Advisor

This position will be held for four (4) years then rotated to another staff member. After being a class advisor, a person will be free of a class advisor assignment for at least four (4) years unless the staff person agrees otherwise.

D. Salary Schedules for High School (9 - 12) Extra-Curricular and Department Team Leaders

The salary schedule for extra-curricular and department team leaders' stipends are attached as Appendix A.

A committee to review the indices/salaries for extra-curricular facilitators/coaches and department team leaders will be formed. Members of the committee will include three (3) members from the bargaining unit and three (3) members from Administration. The committee will investigate similar AA positions in Montana and determine job descriptions and analyze workloads to develop a formula for equitable compensation based upon their investigations. The current indices will remain in force until the committee makes its recommendations.

13.3 **PROFESSIONAL COMPENSATION**

- A. Certified staff will receive professional compensation according to the adopted salary matrix which is appended to this agreement. Teachers whose contracts or required services have been extended beyond one hundred eighty-seven (187) days are to be paid at the daily rate of 1/187th of their salaries. This will not apply to teachers on a separate summer contract.
- B. Teachers who qualify will be allowed to move vertically for additional years' experience and horizontally for additional credits or degrees. Teachers may advance only (1) one step. To qualify for movement on the salary schedule all required documentation and application to move on the salary schedule must be subject to Article 13.1 (CREDIT FOR ADVANCEMENT ON THE SALARY SCHEDULE) of the CBA.
- C. Newly employed teachers shall be given credit on the salary schedule for prior contracted In-District teaching experience as long as there is no break in their certification status.
- D. Vertical Advancement on the Salary Schedule
Teachers employed into a permanent position (not a substitute or temporary position) after the school year has commenced are eligible for advancement to the next step of the salary schedule for the following year.
- E. Mileage Reimbursement Teachers required to use their vehicles during the course of their employment will be reimbursed pursuant to Section 2-18-503 MCA. Furthermore those traveling teachers assigned to Hellgate after the duty day has commenced, will be provided with reserved parking in the Hellgate parking lot if they request.
- F. National Board Certification Teachers
1. Any teacher who passes the test for National Board Certification will be paid an additional two thousand dollar (\$2,000) stipend for every year he/she teaches in the District after obtaining the certification and so long as his/her certification is current.
 2. Any teacher who holds a Doctorate degree shall receive an annual stipend of \$2000 for recognition of their terminal degree status. The Doctorate degree must be directly related to the individual's current or related academic teaching field(s) or be in the general field of education in a recognized endorsement area.
 3. Bargaining unit members can receive only one stipend under this provision.
- G. Traffic Education Teachers Only
Traffic education teachers shall be paid on the following schedule:
- | | | |
|--------|---|------------------|
| 1 – 5 | years experience in teaching traffic education at MCPS: | \$25.00 per hour |
| 6 – 10 | years experience in teaching traffic education at MCPS: | \$30.00 per hour |
| 11- 15 | years experience in teaching traffic education at MCPS: | \$35.00 per hour |
| 16 + | years experience in teaching traffic education at MCPS: | \$40.00 per hour |

To qualify for a year of experience, the bargaining unit member must have taught a traffic education class and/or driving students for MCPS for a minimum of forty (40) hours during any given year (July 1st through June 30th). A year is defined as twelve (12) consecutive months beginning on July 1st through the following June 30th. The aforementioned hourly rates are based on student contact time only.

Preference shall be given to bargaining unit members who are qualified when filling open driver education positions.

13.4 **SALARY CONTINGENCY**

If the General Fund levy for either District (Elementary or High School) is greater than five-tenths of one percent (.5%) of the projected General Fund Budget or \$100,000, whichever is less, for said year and the election for funding the General Fund Budget for said year is unsuccessful, the Board may, within fifteen (15) calendar days after that General Fund levy election is held for the school year, re-open the collective bargaining agreement for renegotiation of those items of the CBA that were altered as a part of the previous negotiated settlement. It is understood that salary increases for the year 2019-2020, 2020-2021, and 2021-2022 are contingent upon successful passage of the levy, if it is necessary to run said levy.

ARTICLE 14: CITIZENS' COMPLAINT PROCEDURE

- A. All complaints against District teachers that may be brought to the attention of the Board of Trustees will be submitted in accordance with a procedure that includes the following elements:
 - 1. The complaint will be reduced to writing and signed.
 - 2. The complaint will be initially discussed informally with the teacher.
 - 3. The complaint will follow a three-step appeal process:
 - a. Building Principal/Supervisor
 - b. Superintendent
 - c. Board of Trustees
- B. Such a procedure is to be used only in cases where a hearing is being requested and not for routine questions or concerns. The basic procedure in resolving any problem is to attempt to secure resolution nearest the source of the problem.
- C. The teacher(s) may be represented during any step of this procedure by the Association and/or have an Association member present as a witness. However, the Association may only act as an advisor to the employee.

ARTICLE 15: MISCELLANEOUS COMMITTEES

15.1 **MEETINGS**

Any committee meetings may be called by the Superintendent, principal, or a majority of the established committee.

15.2 **PRINCIPAL'S ADVISORY COMMITTEE (PAC)**

A Principal's Advisory Committee will be established in each building by September 15th of each year. The committee will consist of at least one (1) volunteer from each department in high schools, from each grade level and exploratory team in middle schools, and from each grade band (K-2 & 3-5) plus a specials (Library, Music, or HPE) teacher in elementary schools. The building PAC will be chaired by a member of the bargaining unit. The committee will meet a minimum of once per quarter to consider issues at the individual building.

15.3 **CHALLENGED MATERIALS COMMITTEE**

- A. A committee called the Challenged Materials Committee will consist of four (4) representatives appointed by the Association, one of whom is a librarian, and four (4) appointed by the School District. The members of the committee will select a chairperson.
- B. Complaints concerning material covered within a classroom or library, by any person residing within the boundaries of the School District will be handled in the following order:
 - 1. The person responsible for the challenged material along with the building administrator will be given the opportunity to meet informally with the person making the complaint.
 - 2. If the issues have not been resolved as a result of the informal meeting, then the complainant may request a reconsideration form from the building administrator. Upon receipt of the signed request for reconsideration form, the school administrator will forward the complaint to the Challenged Materials Committee chairperson.
 - 3. Challenged Materials Committee will consider the complaint and make an appropriate recommendation to the Superintendent and the School Board. The committee may refuse to investigate or hold a hearing on any complaint that the majority of the committee members consider to be patently frivolous, without merit, or from a person outside the District. The Board may remand the complaint to the committee for reconsideration.
 - 4. If a Teacher, Librarian, Department Head, Administrator, or School Board Member is the first to hear the complaint, he or she will not take unilateral action. Rather, the school official will refer the complainant to Step 1 above.
- C. In addition to the above duties, the Challenged Materials Committee will:
 - 1. Review and recommend changes, if any, in current policy and process for handling complaints.
 - 2. Review and recommend changes, if any, to the District philosophy on academic freedom.
 - 3. Review and suggest a formal materials selection process.
 - 4. Recommendations for changes will be made by January 1st of each year.

15.4 **DISCIPLINE COMMITTEE** *(Removed 06/30/2016)*

15.5 **MENTORING**

The Administration and the Union acknowledge that professional growth is an essential goal for developing excellence at MCPS. The Administration and the Union will work jointly to develop, sustain, and continue a new teacher orientation and mentoring program. The Administration and the Union agree that teachers may provide support and training for non-tenured teachers, but will not be asked to provide supervision or evaluation.

15.6 **CONTRACT REVIEW COMMITTEE** *(Moved from Article 5)*

A standing committee will be established to review issues related to language in the collective bargaining agreement (CBA), compensation and working conditions. The committee will meet regularly throughout the term of this agreement and will make recommendations to the MEA and administration for consideration by the bargaining teams during negotiations for a successor agreement. Committee composition may be flexible depending on the issues(s) under consideration, but will generally have equal representation of bargaining unit members and administrators.

15.7 **MIDDLE SCHOOL EXTRA CURRICULAR STIPEND REVIEW COMMITTEE**

A committee to review the indices/salaries for extra-curricular coaches/advisors will be formed. Members of the committee will include three (3) middle school members from the bargaining unit, and three (3) members from administration. The committee will investigate similar AA positions and compensations in Montana.

ARTICLE 16: POLITICAL ACTIVITIES

- A. No employee will engage in political activities upon property under the jurisdiction of Missoula County Public Schools. Property as used herein includes school premises, property owned by the District, whether the possession be through a lease or otherwise. However, outside of on-duty hours, employees have the same right as all other persons to participate in political activities under the federal and state laws.
- B. The Missoula County Public Schools Board of Trustees has given the MEA PACE organization permission to use the school mail boxes to distribute notices and minutes of the meetings.
- C. Except as permitted under the federal and state laws, the following activities upon property under the jurisdiction of the Board are specifically prohibited:
 - 1. Posting of political circulars or petitions on bulletin boards.
 - 2. The distribution to employees, when by placing in their school mail boxes or otherwise, of political circulars or petitions, United States mail being excepted.
 - 3. The collection of and/or solicitation for campaign funds.
 - 4. Solicitation for campaign workers.
 - 5. The use of pupils for writing or addressing political materials, or the distribution of such materials to pupils.

- D. Elections to determine membership on the Board of Trustees will be considered to be political within the meanings of these rules.
- E. Employees will obey any and all applicable laws of federal and state government.
- F. Violation of any of the foregoing rules will constitute cause for appropriate action by the Board.
- G. Nothing in these rules will prevent:
 - 1. The dissemination of information concerning school tax and/or bond election.
 - 2. The discussion and study of politics and political issues when such discussion and study is appropriate to classroom studies such as history, current events, and political science.
 - 3. The conducting of student and employee elections and campaigning connected there with.

ARTICLE 17: MISCELLANEOUS PROVISIONS

- A. If there is conflict between this Agreement and Board policy, then this agreement will be controlling.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held contrary to law, then such provision(s) or application(s) will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- C. Distance Learning, Telecommunications and Distance Deliver of Computer Instructions

The District and Union will comply with OPI regulations and standards concerning Distance Learning.

ARTICLE 18: EXTRA-CURRICULAR ACTIVITIES

- A. Salary schedule for High School (9-12) Extra-Curricular coaches and advisors are attached as Appendix A-1.
- B. Longevity of years served in Missoula County Public Schools as an extra-curricular coach will be the determining factor when placing a coach on the A-1 matrix. Longevity for a specific coaching or advising position will be maintained regardless of a lapse in service to the district. Longevity will be defined as completion of one (1) school year of service as a coach or advisor.
- C. A committee to review the indices/salaries for extra-curricular coaches/advisors will be formed. Members of the committee will include three (3) members from the bargaining unit, and three (3) members from administration. The committee will investigate similar AA positions and compensations in Montana to determine any changes to the A-1 matrix in the future. The current indices will remain on the A-1 schedule until the committee makes its recommendations.

ARTICLE 19: REOPENING

Notice of Intent

If either party intends to alter the terms of this Agreement on July 1st, 2022, it will deliver written notice of this intention to the other party no later than December 17th, 2021.

ARTICLE 20: DURATION OF AGREEMENT

This Agreement will become effective upon ratification of both parties. The contract duration is July 1, 2019 to June 30, 2022

THIS AGREEMENT is signed this _____ day of _____, 2019.

MISSOULA COUNTY PUBLIC SCHOOLS

**MISSOULA EDUCATION ASSOCIATION,
MFPE, NEA, AFT**

Marcia Holland, Chair

Kathryn Ballou, President

Pat McHugh, Clerk

Angie Palin, Secretary

SCHEDULE A-1
BIG SKY, HELLGATE, SENTINEL

EXTRA CURRICULAR LONGEVITY PAY SCALE			Salary = Base x Index			
SCHEDULE A-1			Base 2019-20 \$37,808	Base 2020-21 \$38,659	Base 2021-22 \$39,722	
BIG SKY, HELLGATE, SENTINEL						
# YEARS	0-3	4-7	8-11	12-15	16+	
Scale Index	1	1.03	1.07	1.11	1.15	
	x Index	x Index	x Index	x Index	x Index	
ACTIVITY				2019-2020	2020-2021	2021-2022
	INDEX			SALARY	SALARY	SALARY
Art Club	0.041			1550	1585	1629
Band						
Director	0.153			5784	5914	6077
Marching Band Assistant	0.074			2797	2860	2939
Basketball						
Head Coach	0.153			5784	5914	6077
JV/Sophomore Coach	0.102			3856	3943	4051
Frosh Coach	0.102			3856	3943	4051
Cheerleader						
Head Coach	0.126			4763	4870	5004
Assistant Coach	0.084			3175	3246	3335
Cross Country						
Head Coach	0.095			3593	3674	3775
Boys & Girls Cross Country						
Head Coach	0.126			4763	4870	5004
Assistant Coach	0.065			2458	2513	2582
DECA	0.073			2761	2823	2901
Drama						
Director	0.153			5784	5914	6077
Assistant	0.082			3100	3170	3257
FFA	0.126			4763	4870	5004
Football						
Head Coach	0.153			5784	5914	6077
Assistant Coach	0.102			3856	3943	4051

Frosh Coach	0.084			3175	3246	3335
<u>Golf</u>	0.126			4763	4870	5004
<u>Intramurals</u>	0.202			7637	7809	8024
<u>Journalism</u>	0.096			3629	3711	3813
<u>Key Club</u>	0.041			1550	1585	1629
<u>Literary Publication</u>	0.014			530	542	557
<u>Model United Nations</u>	0.073			2761	2823	2901
<u>Orchestra</u>	0.117			4425	4525	4649
<u>National Honor Society</u>	0.041			1550	1585	1629
<u>Soccer</u>						
Head Coach	0.123			4650	4755	4886
Assistant Coach	0.084			3175	3246	3335
<u>Softball</u>						
Head Coach	0.123			4650	4755	4886
Assistant Coach	0.084			3175	3246	3335
<u>Special Olympics</u>	0.084			3175	3246	3335
<u>Speech</u>						
Director	0.153			5784	5914	6077
Assistant Director	0.082			3100	3170	3257
<u>Student Government</u>	0.073			2761	2823	2901
<u>Swimming</u>						
Head Coach	0.123			4650	4755	4886
Assistant Coach	0.084			3175	3246	3335
<u>Tennis</u>						
Head Coach	0.095			3593	3674	3775
Assistant Coach	0.065			2458	2513	2582
<u>Track</u>						
Head Coach	0.123			4650	4755	4886
Assistant Coach	0.084			3175	3246	3335
<u>Boys and Girls Track</u>						
Head Coach	0.163			6163	6302	6475
Assistant Coach	0.084			3175	3246	3335
<u>Vocal Music</u>	0.153			5784	5914	6077

<u>Volleyball</u>						
Head Coach	0.144			5445	5568	5721
Assistant Coach	0.094			3554	3634	3734
Frosh Coach	0.094			3554	3634	3734
<u>Wrestling</u>						
Head Coach	0.144			5445	5568	5721
Assistant Coach	0.094			3554	3634	3734
Frosh Coach	0.094			3554	3634	3734
<u>Yearbook</u>	0.078			2949	3015	3098

**SCHEDULE A-2
SEELEY SWAN**

EXTRA CURRICULAR LONGEVITY PAY SCALE			Salary = Base x Index			
SCHEDULE A-2			Base 2019-20 \$37,808		Base 2020-21 \$38,659	Base 2021-22 \$39,722
SEELEY SWAN						
# YEARS	0-3	4-7	8-11	12-15	16+	
Scale Index	1	1.03	1.07	1.11	1.15	
	x Index	x Index	x Index	x Index	x Index	
ACTIVITY				2019-2020	2020-2021	2021-2022
	INDEX			SALARY	SALARY	SALARY
Band	0.130			4914	5025	5163
Basketball						
Head Coach	0.130			4914	5025	5163
JV/Soph Coach	0.087			3290	3364	3457
Frosh Coach	0.087			3290	3364	3457
Cheerleader	0.060			2268	2319	2383
Chorus	0.130			4914	5025	5163
Cross Country						
Head Coach	0.065			2458	2513	2582
Assistant Coach	0.044			1665	1702	1749
Boys & Girls Cross Country						
Head Coach	0.086			3251	3324	3415
Assistant Coach	0.044			1665	1702	1749
Drama	0.130			4914	5025	5163
Football						
Head Coach	0.130			4914	5025	5163
Assistant Coach	0.087			3290	3364	3457
Frosh Coach	0.087			3290	3364	3457
Golf	0.107			4046	4137	4251
Intramurals	0.107			4046	4137	4251
Journalism	0.082			3100	3170	3257
National Honor Society	0.041			1550	1585	1629

<u>Speech</u>	0.029			1097	1122	1153
<u>Student Government</u>	0.062			2343	2396	2462
<u>Track</u>						
Head Coach	0.109			4123	4216	4332
Assistant Coach	0.073			2761	2823	2901
<u>Boys and Girls Track</u>						
Head Coach	0.145			5483	5606	5760
Assistant Coach	0.074			2797	2860	2939
<u>Volleyball</u>						
Head Coach	0.130			4914	5025	5163
Assistant Coach	0.084			3175	3246	3335
Frosh Coach	0.084			3175	3246	3335
<u>Wrestling</u>						
Head Coach	0.130			4914	5025	5163
Assistant Coach	0.084			3175	3246	3335
Frosh Coach	0.084			3175	3246	3335
<u>Yearbook</u>	0.066			2496	2552	2622

**SCHEDULE A-3
DEPARTMENT TEAM LEADERS 2019-2022**

DEPARTMENT TEAM LEADERS		Salary = Base x Index			
SCHEDULE A (3)			Base 2019-20 \$37,808	Base 2020-21 \$38,659	Base 2021-22 \$39,722
For the purpose of Department Team Leader's compensation, all part-time FTE (full time equivalent)					
will be counted as full-time FTE. People who work in two departments will be assigned to one (1)					
Department Team Leader. Job sharing situations counts as one person.					
Number of			2019-20	2020-21	2021-22
FTE Supervised	<u>INDEX</u>				
(does not include department team leader)					
1	0.028		1059	1082	1112
2 - 4	0.057		2155	2204	2264
5 - 6	0.070		2647	2706	2781
7 - 12	0.096		3630	3711	3813
13 & over	0.135		5104	5219	5362

**SCHEDULE A-4
K-8 CO-CURRICULAR ACTIVITIES COMPENSATION**

K-8 members who teach Band, Orchestra, and Choir, will be compensated at the Instructional rate of 0.00082 times the Base Salary for co-curricular performances scheduled outside of the contract day. Members may be compensated for up to 10 performances per school year, at a maximum of three (3) hours per performance. Members shall complete timesheets for approval by the either the Building Principal or the Fine Arts Supervisor. Maximum compensation under Schedule A-5 shall be 30 hours.

APPENDIX I

PROFESSIONAL GROWTH PROGRAM FOR HORIZONTAL ADVANCEMENT ON THE SALARY SCHEDULE (Implementation of 13.1 C of the Collective Bargaining Agreement)

The Board of Trustees recognizes that ongoing professional growth of teachers contributes to the overall educational growth of the District's students. Therefore, in addition to current means available to teachers (see 13.1 C) the District established the Professional Growth Program for purposes of professional development and salary advancement:

A. Professional Growth Plan

Teachers wishing to earn Professional Growth Credits will develop a Professional Growth Plan in conjunction with their immediate supervisor. The Plan will be based on the needs of the District as well as the needs of the individual teacher. The Plan will include the details of the courses or activities to be undertaken, a proposed timeline, evaluation procedures and documentation. The immediate supervisor must approve the Plan fifteen (15) days prior to the teacher beginning courses and/or activity in order to guarantee acceptance for Professional Growth Credit toward horizontal advancement on the salary schedule. In the plan, the teacher may request a review in writing, with a copy of the plan attached with five (5) days of the non-approval by the supervisor. A standing committee composed of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent will consider the review. The committee will meet within five (5) days of receipt of the request to review the plan. The findings of this committee will be final.

B. Activities and Courses

A teacher may use the following to earn Professional Growth Credits for horizontal advancement:

1. Informal training sessions (i.e. workshops, seminars, accredited service schools)
2. College and committee work
3. Travel
4. Non-teaching work experience
5. Published professional writing related to teaching
6. College/University courses and formal training sessions (i.e. accredited service schools)

C. Professional Growth Credits

1. The decision to award professional growth credits is the responsibility of the Superintendent or his/her designee upon receipt of the completed plan from the immediate supervisor. His/her decision is not subject to the grievance procedure.
2. To qualify as Professional Growth Credit toward salary advancement, all courses and activities must be accomplished without any Missoula County Public School District's resources (funds and/or time).
3. A teacher may earn a maximum of fifteen (15) Professional Growth Credits per forty-five (45) quarter credits of movement first on the BA level and later on the MA level.

Credits for Activities (#1-4): A teacher may earn up to five (5) credits from any one activity per fifteen (15) credits on each lane. A teacher must spend ten (10) clock hours on an activity to earn one (1) quarter credit on the BA level, but fifteen (15) clock hours on an activity to earn one (1) quarter credit on the MA level. *Note: one and one half (1.5) quarter credits are equal to one (1) semester credit.*

Credits for Published Writing (#5): A teacher may earn up to five (5) Professional Growth Credits on the BA level and fifteen (15) on the MA level.

Credits for Courses (#6): A teacher may earn all fifteen (15) of the Professional Growth Credits in course work on one (1) lane of each the BA level and the MA level. One (1) quarter credit will equal one (1) Professional Growth Credit. *Note: one and one half (1.5) quarter credits are equal to one (1) semester credit.*

All fifteen (15) of these credits may be undergraduate. There is no requirement for matching graduate credits for Professional Growth Credits. In this provision, the Administration recognizes the benefit to the District of having middle school and high school teachers endorsed in more than one area.

The Administration also recognizes that some undergraduate courses may be more relevant to a teacher's actual assignment than are some graduate courses. Therefore, teachers do not need prior approval of fifteen (15) undergraduate credits under #6 as long as they meet the current rules of 13.1 A 1, "Be directly related to individual current or related academic teaching field(s), or extra-curricular assignments, or courses of a general foundation nature in the professional education curriculum." Again, teachers do need approval of work on a new endorsement.

D. Effective Date

For salary advancement, Professional Growth Plans must be completed and submitted to the Human Resources Office no later than September 1st of the year for which horizontal advancement on the salary schedule is requested. Salary advancement for completed plans submitted after September 1st, will not take effect until the beginning of the following school year.

Note: Teachers may request a Professional Growth Plan form from their Building Principal.

APPENDIX II A

Teacher Professional Growth/Goals Process

For all teachers every year. These professional goals are separate from your evaluation process.

The purpose of the professional growth process is for teachers to set their own goals, align them to standards, design an action plan, and collect evidence documenting their growth towards achieving their goals. Teachers and administrators then reflect on the process together.

1. A meeting is established with each teacher. At this time, the process is reviewed for goal sharing, collecting evidence of work toward goals and standards-based growth.
 - a. The teacher establishes one individual goal for each of the four teacher standards. A principal-based and/or a team-based goal may also be established.
 - b. The completed goal form is submitted to the supervisor/administrator and a goal conference between the teacher and administrator is held by October 31.
 - c. Completion of the goals form is not part of the evaluation process but is intended to guide professional growth.
 - d. The teacher and administrator both keep copies of the goals form.
 - e. Address Standard 4, Professional Responsibility Checklist at this conference.
2. By March 1st for non-tenured teachers and May 1st for Year 3 teachers, a conference is held between the teacher and administrator to:
 - a. discuss progress toward meeting goals,
 - b. create preliminary goals, if necessary, for the upcoming school year.

Certified Staff Professional Goals Form

Teacher: _____

Date: _____

Administrator: _____

School: _____

The teacher establishes a minimum of one individual goal for each of the 4 Teacher Standards (also a principal-directed goal and/or a team-based goal may have been established).

The Professional Growth Goal Form is used as follows:

1. The indicator for the goal area is identified. (ex. 1a)
2. The goal is stated under each of the four standards.
3. Under the action plan column, state 2-3 "strategies" for achieving each goal.
4. The goal's potential measurement is stated under Measurable Results; suggestion, make a measurable prediction about how student outcomes would be changed.
5. The completed form is submitted to the supervisor/administrator no later than October 31
6. The goals are set in the Initial Goals Conference with the principal and reviewed/revised in the spring of the school year.

Goal Statements - Identify the indicator, then below that, enter a sentence to describe your goal	Action Plan - Steps to achieve your goal	Measurable Results - How will you know your goal has been accomplished?
Standard 1: Planning and Preparation Indicator:		
Standard 2: The Classroom Environment Indicator:		
Standard 3: Instruction and Assessment Indicator:		
Standard 4: Professional Responsibilities Indicator:		

Teacher Standards and Indicators Overview

Standard 1: Planning and Preparation

- 1a Demonstrating Knowledge of Content and Pedagogy
- 1b Demonstrating Knowledge of Students
- 1c Setting Instructional Outcomes
- 1d Demonstrating Knowledge of Resources
- 1e Designing Coherent Instruction
- 1f Designing Student Assessments

Standard 2: Classroom Environment

- 2a Creating an Environment of Respect and Rapport
- 2b Establishing a Culture for Learning
- 2c Managing Classroom Procedures
- 2d Managing Student Behavior
- 2e Organizing Physical Space

Standard 3: Instruction and Assessment

- 3a Communicating with Students
- 3b Using Questioning and Discussion Techniques
- 3c Engaging Students in Learning
- 3d Using Assessment in Instruction
- 3e Demonstrating Flexibility and Responsiveness

Standard 4: Professional Responsibility

- 4a Reflecting on Teaching
- 4b Maintaining Accurate Records
- 4c Communicating with Families
- 4d Participating in the Professional Community
- 4e Growing and Developing Professionally
- 4f Showing Professionalism

Standard #1

Planning and Preparation

Performance Indicators

1a Demonstrating Knowledge of Content and Pedagogy

In order to guide student learning, teachers must have command of the subjects they teach. They must know which concepts and skills are central to a discipline and which are peripheral; they must know how the discipline has evolved into the 21st century, incorporating issues such as global awareness and cultural diversity. Accomplished teachers understand the internal relationships within the disciplines they teach, knowing which concepts and skills are prerequisites to the understanding of others. They are also aware of typical student misconceptions in the discipline and work to dispel them. But knowledge of the content is not sufficient; in advancing student understanding, teachers must be familiar with the particular pedagogical approaches best suited to each discipline.

The elements of component 1a are:

- Knowledge of content and the structure of the discipline
 - Every discipline has a dominant structure, with smaller components or strands, as well as central concepts and skills.
- Knowledge of prerequisite relationships
 - Some disciplines—for example, mathematics—have important prerequisites; experienced teachers know what these are and how to use them in designing lessons and units.
- Knowledge of content-related pedagogy
 - Different disciplines have “signature pedagogies” that have evolved over time and been found to be most effective in teaching.

Indicators include:

- Lesson and unit plans that reflect important concepts in the discipline
- Lesson and unit plans that accommodate prerequisite relationships among concepts and skills
- Clear and accurate classroom explanations
- Accurate answers to students’ questions
- Feedback to students that furthers learning
- Interdisciplinary connections in plans and practice

1b Demonstrating Knowledge of Students

Teachers don’t teach content in the abstract; they teach it to students. In order to ensure student learning, therefore, teachers must know not only their content and its related pedagogy but also the students to whom they wish to teach that content. In ensuring student learning, teachers must appreciate what recent research in cognitive psychology has confirmed, namely, that students learn through active intellectual engagement with content. While there are patterns in cognitive, social, and emotional developmental stages typical of different age groups, students learn in their individual ways and may have gaps or misconceptions that the teacher needs to uncover in order to plan appropriate learning activities. In addition, students have lives beyond school—including athletic and musical pursuits, activities in their neighborhoods, and family and cultural traditions. Students whose first language is not English, as well as students with other special needs, must be considered when a teacher is planning lessons and identifying resources to ensure that all students will be able to learn.

The elements of component 1b are:

- Knowledge of child and adolescent development
 - Children learn differently at different stages of their lives.
- Knowledge of the learning process
 - Learning requires active intellectual engagement.
- Knowledge of students' skills, knowledge, and language proficiency
 - What students are able to learn at any given time is influenced by their level of knowledge and skill.
- Knowledge of students' interests and cultural heritage
 - Children's backgrounds influence their learning.
- Knowledge of students' special needs
 - Children do not all develop in a typical fashion.

Indicators include:

- Formal and informal information about students gathered by the teacher for use in planning instruction
- Student interests and needs learned by the teacher for use in planning
- Teacher participation in community cultural events
- Teacher-designed opportunities for families to share their heritage
- Database of students with special needs

1c Setting Instructional Outcomes

Teaching is a purposeful activity; even the most imaginative activities are directed toward certain desired learning. Therefore, establishing instructional outcomes entails identifying exactly what students will be expected to learn; the outcomes describe not what students will *do*, but what they will *learn*. The instructional outcomes should reflect important learning and must lend themselves to various forms of assessment through which all students will be able to demonstrate their understanding of the content. Insofar as the outcomes determine the instructional activities, the resources used, their suitability for diverse learners, and the methods of assessment employed, they hold a central place in domain 1.

Learning outcomes may be of a number of different types: factual and procedural knowledge, conceptual understanding, thinking and reasoning skills, and collaborative and communication strategies. In addition, some learning outcomes refer to dispositions; it's important not only that students learn to read but also, educators hope, that they will *like* to read. In addition, experienced teachers are able to link their learning outcomes with outcomes both within their discipline and in other disciplines.

The elements of component 1c are:

- Priority, sequence, and alignment
 - Outcomes represent significant learning in the discipline reflecting, where appropriate, the Common Core State Standards.
- Clarity
 - Outcomes must refer to what students will *learn*, not what they will *do*, and must permit viable methods of assessment.
- Balance
 - Outcomes should reflect different types of learning, such as knowledge, conceptual understanding, and thinking skills.
- Suitability for diverse students
 - Outcomes must be appropriate for all students.

Indicators include:

- Outcomes of a challenging cognitive level
- Statements of student learning, not student activity
- Outcomes central to the discipline and related to those in other disciplines
- Outcomes permitting assessment of student attainment
- Outcomes differentiated for students of varied ability

1d Demonstrating Knowledge of Resources

Student learning is enhanced by a teacher's skillful use of resources. Some of these are provided by the school as "official" materials; others are secured by teachers through their own initiative. Resources fall into several different categories: those used in the classroom by students, those available beyond the classroom walls to enhance student learning, resources for teachers to further their own professional knowledge and skill, and resources that can provide non-instructional assistance to students. Teachers recognize the importance of discretion in the selection of resources, selecting those that align directly with the learning outcomes and will be of most use to the students. Accomplished teachers also ensure that the selection of materials and resources is appropriately challenging for every student; texts, for example, are available at various reading levels to make sure all students can gain full access to the content and successfully demonstrate an understanding of the learning outcomes. Furthermore, expert teachers look beyond the school for resources to bring their subjects to life and to assist students who need help in both their academic and non-academic lives.

The elements of component 1d are:

- Resources for classroom use
- Materials must align with learning outcomes
- Resources to extend content knowledge and pedagogy
- Materials that can further teachers' professional knowledge
- Resources for students
- Materials must be appropriately challenging

Indicators include:

- Materials provided by the district
- Materials provided by professional organizations
- A range of texts
- Internet resources
- Community resources
- Ongoing participation by the teacher in professional education courses or professional groups
- Guest speakers

1e Designing Coherent Instruction

Designing coherent instruction is the heart of planning, reflecting the teacher's knowledge of content and of the students in the class, the intended outcomes of instruction, and the available resources. Such planning requires that educators have a clear understanding of the state, district, and school expectations for student learning and the skill to translate these into a coherent plan. It also requires that teachers understand the characteristics of the students they teach and the active nature of student learning. Educators must determine how best to sequence instruction in a way that will advance student learning through the required content. Furthermore, such planning requires the thoughtful construction of lessons that contain cognitively engaging learning activities, the incorporation of appropriate resources and materials, and the intentional grouping of students. Proficient practice in this component recognizes that a well-designed instruction plan addresses the learning needs of various groups of students; one size does not fit all. At the distinguished level, the teacher plans instruction that takes into account the specific learning needs of each student and solicits ideas from students on how best to structure the learning. This plan is then implemented in domain 3.

The elements of component 1e are:

- Learning activities
 - Instruction is designed to engage students and advance them through the content.
- Instructional materials and resources
 - Aids to instruction are appropriate to the learning needs of the students.
- Instructional groups
 - Teachers intentionally organize instructional groups to support student learning.
- Lesson and unit structure
 - Teachers produce clear and sequenced lesson and unit structures to advance student learning.

Indicators include:

- Lessons that support instructional outcomes and reflect important concepts
- Instructional maps that indicate relationships to prior learning
- Activities that represent high-level thinking
- Opportunities for student choice
- Use of varied resources
- Thoughtfully planned learning groups
- Structured lesson plans and units

1f Designing Student Assessments

Good teaching requires both assessment of learning and assessment for learning. Assessments of learning ensure that teachers know that students have learned the intended outcomes. These assessments must be designed in such a manner that they provide evidence of the full range of learning outcomes; that is, the methods needed to assess reasoning skills are different from those for factual knowledge. Furthermore, such assessments may need to be adapted to the particular needs of individual students; an ESL student, for example, may need an alternative method of assessment. Assessment For learning enables a teacher to incorporate assessments directly into the instructional process and to modify or adapt instruction as needed to ensure student understanding. Such assessments, although used during instruction, must be designed as part of the planning process. These formative assessment strategies are ongoing and may be used by both teachers and students to monitor progress toward understanding the learning outcomes.

The elements of component 1f are:

- Congruence with instructional outcomes
 - Assessments must match learning expectations.
- Criteria and standards
 - Expectations must be clearly defined.
- Design of formative assessments
 - Assessments for learning must be planned as part of the instructional process.
- Use for planning
 - Results of assessment guide future planning.

Indicators include:

- Lesson plans support indicating correspondence between assessments and instructional outcomes
- Assessment types suitable to the style of outcome
- Variety of performance opportunities for students
- Modified assessments available for individual students as needed
- Expectations clearly written with descriptions for each level of performance
- Formative assessments designed to inform minute-to-minute decision making by the teacher during instruction.

Standard #2

Classroom Environment

Performance Indicators

2a Creating an Environment of Respect and Rapport

An essential skill of teaching is that of managing relationships with students and ensuring that relationships among students are positive and supportive. Teachers create an environment of respect and rapport in their classrooms by the ways they interact with students and by the interactions they encourage and cultivate among students. An important aspect of respect and rapport relates to how the teacher responds to students and how students are permitted to treat one another. Patterns of interactions are critical to the overall tone of the class. In a respectful environment, all students feel valued, safe, and comfortable taking intellectual risks. They do not fear put-downs or ridicule from either the teacher or other students.

“Respect” shown to the teacher by students should be distinguished from students complying with standards of conduct and behavior. Caring interactions among teachers and students are the hallmark of component 2a (Creating an Environment of Respect and Rapport); while adherence to the established classroom rules characterizes success in component 2d (Managing Student Behavior).

The elements of component 2a are:

- Teacher interactions with students, including both words and actions
 - A teacher’s interactions with students set the tone for the classroom. Through their interactions, teachers convey that they are interested in and care about their students.
- Student interactions with other students, including both words and actions
 - As important as a teacher’s treatment of students is, how students are treated by their classmates is arguably even more important to students. At its worst, poor treatment causes students to feel rejected by their peers. At its best, positive interactions among students are mutually supportive and create an emotionally healthy school environment. Teachers not only model and teach students how to engage in respectful interactions with one another but also acknowledge such interactions.

Indicators include:

- Respectful talk, active listening, and turn-talk
- Acknowledgement of students’ backgrounds and lives outside the classroom
- Body language indicative of warmth and caring shown by teacher and students
- Physical proximity
- Politeness and encouragement
- Fairness

2b Establishing a Culture for Learning

A “culture for learning” refers to the atmosphere in the classroom that reflects the educational importance of the work undertaken by both students and teacher. It describes the norms that govern the interactions among individuals about the activities and assignments, the value of hard work and perseverance, and the general tone of the class. The classroom is characterized by high cognitive energy, by a sense that what is happening there is important, and by a shared belief that it is essential, and rewarding, to get it right. There are high expectations for all students; the classroom is a place where the teacher and students value learning and hard work.

Teachers who are successful in creating a culture for learning know that students are, by their nature, intellectually curious, and that one of the many challenges of teaching is to direct the students' natural energy toward the content of the curriculum. They also know that students derive great satisfaction, and a sense of genuine power, from mastering challenging content in the same way they experience pride in mastering, for example, a difficult physical skill.

Part of a culture of hard work involves precision in thought and language; teachers whose classrooms display such a culture insist that students use language to express their thoughts clearly. An emphasis on precision reflects the importance placed, by both teacher and students, on the quality of thinking; this emphasis conveys that the classroom is a business-like place where important work is being undertaken. The classroom atmosphere may be vibrant, even joyful, but it is not frivolous.

The elements of component 2b are:

- Importance of the content and of learning
 - In a classroom with a strong culture for learning, teachers convey the educational value of what the students are learning.
- Expectations for learning and achievement
 - In classrooms with robust cultures for learning, all students receive the message that although the work is challenging, they are capable of achieving it if they are prepared to work hard. A manifestation of teachers' expectations for high student achievement is their insistence on the use of precise language by students.
- Student pride in work
 - When students are convinced of their capabilities, they are willing to devote energy to the task at hand, and they take pride in their accomplishments. This pride is reflected in their interactions with classmates and with the teacher.

Indicators include:

- Belief in the value of what is being learned
- High expectations, supported through both verbal and nonverbal behaviors, for both learning and participation
- Expectation of high-quality work
- Expectation and recognition of effort and persistence
- High expectations for expression and work products

2c Managing Classroom Procedures

A smoothly functioning classroom is a prerequisite to good instruction and high levels of student engagement. Teachers establish and monitor routines and procedures for the smooth operation of the classroom and the efficient use of time. Hallmarks of a well-managed classroom are that instructional groups are used effectively, non-instructional tasks are completed efficiently, and transitions between activities and management of materials and supplies are skillfully done in order to maintain momentum and maximize instructional time. The establishment of efficient routines, and teaching students to employ them, may be inferred from the sense that the class "runs itself."

The elements of component 2c are:

- Management of instructional groups
 - Teachers help students to develop the skills to work purposefully and cooperatively in groups or independently, with little supervision from the teacher.
- Management of transitions
 - Many lessons engage students in different types of activities: large group, small group, independent work. It's important that little time is lost as students move from one activity to another; students know the "drill" and execute it seamlessly.

- Management of materials and supplies
 - Experienced teachers have all necessary materials at hand and have taught students to implement routines for distribution and collection of materials with a minimum of disruption to the flow of instruction.
- Performance of classroom routines
 - Overall, little instructional time is lost in activities such as taking attendance, recording the lunch count, or the return of permission slips for a class trip.
- Supervision of volunteers and paraprofessionals
 - Not every teacher has the benefit of assistance from volunteers and paraprofessionals, but those who do recognize that it takes both organization and management to help these individuals understand their duties and acquire the skills to carry them out.

Indicators include:

- Smooth functioning of all routines
- Little or no loss of instructional time
- Students playing an important role in carrying out the routine
- Students knowing what to do, where to move

2d Managing Student Behavior

In order for students to be able to engage deeply with content, the classroom environment must be orderly; the atmosphere must feel business-like and productive, without being authoritarian. In a productive classroom, standards of conduct are clear to students; they know what they are permitted to do and what they can expect of their classmates. Even when their behavior is being corrected, students feel respected; their dignity is not undermined. Skilled teachers regard positive student behavior not as an end in itself, but as a prerequisite to high levels of engagement in content.

The elements of component 2d are:

- Expectations
 - It is clear, either from what the teacher says, or by inference from student actions, that expectations for student conduct have been established and that they are being implemented.
- Monitoring of student behavior
 - Experienced teachers seem to have eyes in the backs of their heads; they are attuned to what's happening in the classroom and can move subtly to help students, when necessary, re-engage with the content being addressed in the lesson. At a high level, such monitoring is preventive and subtle, which may make it challenging to observe.
- Response to student misbehavior
 - Even experienced teachers find that their students occasionally violate one or another of the agreed-upon standards of conduct; how the teacher responds to such infractions is an important mark of the teacher's skill. Accomplished teachers try to understand why students are conducting themselves in such a manner (are they unsure of the content? are they trying to impress their friends?) and respond in a way that respects the dignity of the student. The best responses are those that address misbehavior early in an episode, although doing so is not always possible.

Indicators include:

- Clear standards of conduct, possibly posted, and possibly referred to during a lesson
- Absence of acrimony between teacher and students concerning behavior
- Teacher awareness of student conduct
- Preventive action when needed by teacher
- Absence of misbehavior
- Reinforcement of positive behavior

2e Organizing Physical Space

The use of the physical environment to promote student learning is a hallmark of an experienced teacher. Its use varies, of course, with the age of the students: in a primary classroom, centers and reading corners may structure class activities; while with older students, the position of chairs and desks can facilitate, or inhibit, rich discussion. Naturally, classrooms must be safe (no dangling wires or dangerous traffic patterns), and all students must be able to see and hear what's going on so that they can participate actively. Both the teacher and students must make effective use of electronics and other technology.

The elements of component 2e are:

- Safety and accessibility
 - Physical safety is a primary consideration of all teachers; no learning can occur if students are unsafe or if they don't have access to the board or other learning resources.
- Arrangement of furniture and use of physical resources
 - Both the physical arrangement of a classroom and the available resources provide opportunities for teachers to advance learning; when these resources are used skillfully, students can engage with the content in a productive manner. At the highest levels of performance, the students themselves contribute to the use or adaptation of the physical environment.

Indicators include:

- Pleasant, inviting atmosphere
- Safe environment
- Accessibility for all students
- Furniture arrangement suitable for the learning activities
- Effective use of physical resources, including computer technology, by both teacher and students

Standard #3

Instruction and Assessment

Performance Indicators

3a Communicating with Students

Teachers communicate with students for several independent, but related, purposes. First, they convey that teaching and learning are purposeful activities; they make that purpose clear to students. They also provide clear directions for classroom activities so that students know what to do; when additional help is appropriate, teachers model these activities. When teachers present concepts and information, they make those presentations with accuracy, clarity, and imagination, using precise, academic language; where amplification is important to the lesson, skilled teachers embellish their explanations with analogies or metaphors, linking them to students' interests and prior knowledge. Teachers occasionally withhold information from students (for example, in an inquiry science lesson) to encourage them to think on their own, but what information they do convey is accurate and reflects deep understanding of the content. And teachers' use of language is vivid, rich, and error free, affording the opportunity for students to hear language used well and to extend their own vocabularies. Teachers present complex concepts in ways that provide scaffolding and access to students.

The elements of component 3a are:

- Expectations for learning
 - The goals for learning are communicated clearly to students. Even if the goals are not conveyed at the outset of a lesson (for example, in an inquiry science lesson), by the end of the lesson students are clear about what they have been learning.
- Directions for activities
 - Students understand what they are expected to do during a lesson, particularly if students are working independently or with classmates, without direct teacher supervision. These directions for the lesson activities may be provided orally, in writing, or in some combination of the two, with modeling by the teacher, if it is appropriate.
- Explanations of content
 - Skilled teachers, when explaining concepts and strategies to students, use vivid language and imaginative analogies and metaphors, connecting explanations to students' interests and lives beyond school. The explanations are clear, with appropriate scaffolding, and, where appropriate, anticipate possible student misconceptions. These teachers invite students to be engaged intellectually and to formulate hypotheses regarding the concepts or strategies being presented.
- Use of oral and written language
 - For many students, their teachers' use of language represents their best model of both accurate syntax and a rich vocabulary; these models enable students to emulate such language, making their own more precise and expressive. Skilled teachers seize on opportunities both to use precise, academic vocabulary and to explain their use of it.

Indicators include:

- Clarity of lesson purpose
- Clear directions and procedures specific to the lesson activities
- Absence of content errors and clear explanations of concepts and strategies
- Correct and imaginative use of language

3b Using Questioning and Discussion Techniques

It is important that questioning and discussion be used as techniques to deepen student understanding rather than serve as recitation, or a verbal “quiz.” Good teachers use divergent as well as convergent questions, framed in such a way that they invite students to formulate hypotheses, make connections, or challenge previously held views. Students’ responses to questions are valued; effective teachers are especially adept at responding to and building on student responses and making use of their ideas. High-quality questions encourage students to make connections among concepts or events previously believed to be unrelated and to arrive at new understandings of complex material. Effective teachers also pose questions for which they do not know the answers. Even when a question has a limited number of correct responses, the question, being non-formulaic, is likely to promote student thinking.

Class discussions are animated, engaging all students in important issues and promoting the use of precise language to deepen and extend their understanding. These discussions may be based around questions formulated by the students themselves. Furthermore, when a teacher is building on student responses to questions (whether posed by the teacher or by other students), students are challenged to explain their thinking and to cite specific text or other evidence (for example, from a scientific experiment) to back up a position. This focus on argumentation forms the foundation of logical reasoning, a critical skill in all disciplines.

Not all questions must be at a high cognitive level in order for a teacher’s performance to be rated at a high level; that is, when exploring a topic, a teacher might begin with a series of questions of low cognitive challenge to provide a review, or to ensure that everyone in the class is “on board.” Furthermore, if questions are at a high level but only a few students participate in the discussion, the teacher’s performance on the component cannot be judged to be at a high level. In addition, during lessons involving students in small-group work, the quality of the students’ questions and discussion in their small groups may be considered as part of this component. In order for students to formulate high-level questions, they must have learned how to do so. Therefore, high-level questions from students, either in the full class or in small-group discussions, provide evidence that these skills have been taught.

The elements of component 3b are:

- Quality of questions/prompts
 - Questions of high quality cause students to think and reflect, to deepen their understanding, and to test their ideas against those of their classmates. When teachers ask questions of high quality, they ask only a few of them and provide students with sufficient time to think about their responses, to reflect on the comments of their classmates, and to deepen their understanding. Occasionally, for the purposes of review, teachers ask students a series of (usually low-level) questions in a type of verbal quiz. This technique may be helpful for the purpose of establishing the facts of a historical event, for example, but should not be confused with the use of questioning to deepen students’ understanding.
- Discussion techniques
 - Effective teachers promote learning through discussion. A foundational skill that students learn through engaging in discussion is that of explaining and justifying their reasoning and conclusions, based on specific evidence. Teachers skilled in the use of questioning and discussion techniques challenge students to examine their premises, to build a logical argument, and to critique the arguments of others. Some teachers report, “We discussed x,” when what they mean is “I said x.” That is, some teachers confuse discussion with explanation of content; as important as that is, it’s not discussion. Rather, in a true discussion a teacher poses a question and invites all students’ views to be heard, enabling students to engage in discussion directly with one another, not always mediated by the teacher. Furthermore, in conducting discussions, skilled teachers build further questions on student responses and insist that students examine their premises, build a logical argument, and critique the arguments of others.

- Student participation
 - In some classes a few students tend to dominate the discussion; other students, recognizing this pattern, hold back their contributions. The skilled teacher uses a range of techniques to encourage all students to contribute to the discussion and enlists the assistance of students to ensure this outcome.

Indicators include:

- Questions of high cognitive challenge, formulated by both students and teacher
- Questions with multiple correct answers or multiple approaches, even when there is a single correct response
- Effective use of student responses and ideas
- Discussion, with the teacher stepping out of the central, mediating role
- Focus on the reasoning exhibited by students in discussion, both in give-and-take with the teacher and with their classmates
- High levels of student participation in discussion

3c Engaging Students in Learning

When students are engaged in learning, they are not merely “busy,” nor are they only “on task;” rather, they are intellectually active in learning important and challenging content. The critical distinction between a classroom in which students are compliant and busy and one in which they are engaged is that in the latter, students are developing their understanding through what they do; they are engaged in discussion, debate, answering “what if?” questions, discovering patterns, and the like. They may be selecting their work from a range of (teacher-arranged) choices, and making important contributions to the intellectual life of the class. Such activities don’t typically consume an entire lesson, but they are essential components of engagement.

A lesson in which students are engaged usually has a discernible structure (a beginning, a middle, and an end) with scaffolding provided by the teacher or by the activities themselves. Student tasks are organized to provide cognitive challenge, and then students are encouraged to reflect on what they have done and what they have learned; the lesson has closure, in which teachers encourage students to derive the important learning from the learning tasks, from the discussion, or from what they have read. Critical questions for an observer in determining the degree of student engagement are “What are the students being asked to do? Does the learning task involve thinking? Are students challenged to discern patterns or make predictions?” If the answer to these questions is that students are, for example, filling in blanks on a worksheet or performing a rote procedure, they are unlikely to be cognitively engaged.

In observing a lesson, it is essential not only to watch the teacher but also to pay close attention to the students and what they are doing. The best evidence for student engagement is what students are saying and doing as a consequence of what the teacher does, or has done, or has planned. And while students may be physically active (e.g. using manipulative materials in mathematics or making a map in social studies), it is not essential that they be involved in a hands-on manner; it is, however, essential that they be challenged to be “minds-on.”

The elements of component 3c are:

- Activities and assignments
 - The activities and assignments are the centerpiece of student engagement, since they determine what it is that students are asked to do. Activities and assignments that promote learning require student thinking that emphasizes depth over breadth and encourage students to explain their thinking.

- Grouping of students
 - How students are grouped for instruction (whole class, small groups, pairs, individuals) is one of the many decisions teachers make every day. There are many options; students of similar background and skill may be clustered together, or the more-advanced students may be spread around into the different groups. Alternatively, a teacher might permit students to select their own groups, or they could be formed randomly.
- Instructional materials and resources
 - The instructional materials a teacher selects to use in the classroom can have an enormous impact on students' experience. Though some teachers are obliged to use a school's or district's officially sanctioned materials, many teachers use these selectively or supplement them with others of their choosing that are better suited to engaging students in deep learning—for example, the use of primary source materials in social studies.
- Structure and pacing
 - No one, whether an adult or a student, likes to be either bored or rushed in completing a task. Keeping things moving, within a well-defined structure, is one of the marks of an experienced teacher. Since much of student learning results from their reflection on what they have done, a well-designed lesson includes time for reflection and closure.

Indicators include:

- Student enthusiasm, interest, thinking, problem solving, etc.
- Learning tasks that require high-level student thinking and invite students to explain their thinking
- Students highly motivated to work on all tasks and persistent even when the tasks are challenging
- Students actively “working,” rather than watching while their teacher “works”
- Suitable pacing of the lesson: neither dragged out nor rushed, with time for closure and student reflection

3d Using Assessment in Instruction

Assessment of student learning plays an important new role in teaching: no longer signaling the *end* of instruction, it is now recognized to be an integral *part* of instruction. While assessment *of* learning has always been and will continue to be an important aspect of teaching (it's important for teachers to know whether students have learned what teachers intend), assessment *for* learning has increasingly come to play an important role in classroom practice. In order to assess student learning for the purposes of instruction, teachers must have a “finger on the pulse” of a lesson, monitoring student understanding and, where feedback is appropriate, offering it to students.

A teacher's actions in monitoring student learning, while they may superficially look the same as those used in monitoring student behavior, have a fundamentally different purpose. When monitoring behavior, teachers are alert to students who may be passing notes or bothering their neighbors; when monitoring student learning, teachers look carefully at what students are writing, or listen carefully to the questions students ask, in order to gauge whether they require additional activity or explanation to grasp the content. In each case, the teacher may be circulating in the room, but his or her purpose in doing so is quite different in the two situations.

Similarly, on the surface, questions asked of students for the purpose of monitoring learning are fundamentally different from those used to build understanding; in the former, the questions seek to reveal students' misconceptions, whereas in the latter, the questions are designed to explore relationships or deepen understanding. Indeed, for the purpose of monitoring, many teachers create questions specifically to elicit the extent of student understanding and use additional techniques (such as exit tickets) to determine the degree of understanding of every student in the class. Teachers at high levels of performance in this component, then, demonstrate the ability to encourage students and actually teach them the necessary skills of monitoring their own learning against clear standards.

But as important as monitoring student learning and providing feedback to students are, however, they are greatly strengthened by a teacher's skill in making mid-course corrections when needed, seizing on a "teachable moment," or enlisting students' particular interests to enrich an explanation.

The elements of component 3d are:

- Assessment criteria
 - It is essential that students know the criteria for assessment. At its highest level, students themselves have had a hand in articulating the criteria (for example, of a clear oral presentation).
- Monitoring of student learning
 - A teacher's skill in eliciting evidence of student understanding is one of the true marks of expertise. This is not a hit-or-miss effort, but is planned carefully in advance. Even after planning carefully, however, a teacher must weave monitoring of student learning seamlessly into the lesson, using a variety of techniques.
- Feedback to students
 - Feedback on learning is an essential element of a rich instructional environment; without it, students are constantly guessing at how they are doing and at how their work can be improved. Valuable feedback must be timely, constructive, and substantive and must provide students the guidance they need to improve their performance.
- Student self-assessment and monitoring of progress
 - The culmination of students' assumption of responsibility for their learning is when they monitor their own learning and take appropriate action. Of course, they can do these things only if the criteria for learning are clear and if they have been taught the skills of checking their work against clear criteria.

Indicators include:

- The teacher paying close attention to evidence of student understanding
- The teacher posing specifically created questions to elicit evidence of student understanding
- The teacher circulating to monitor student learning and to offer feedback
- Students assessing their own work against established criteria

3e Demonstrating Flexibility and Responsiveness

"Flexibility and responsiveness" refer to a teacher's skill in making adjustments in a lesson to respond to changing conditions. When a lesson is well planned, there may be no need for changes during the course of the lesson itself. Shifting the approach in midstream is not always necessary; in fact, with experience comes skill in accurately predicting how a lesson will go and being prepared for different possible scenarios. But even the most skilled, and best prepared, teachers will occasionally find either that a lesson is not proceeding as they would like or that a teachable moment has presented itself. They are ready for such situations. Furthermore, teachers who are committed to the learning of all students persist in their attempts to engage them in learning, even when confronted with initial setbacks.

The elements of component 3e are:

- Lesson adjustment
 - Experienced teachers are able to make both minor and (at times) major adjustments to a lesson, or mid-course corrections. Such adjustments depend on a teacher's store of alternate instructional strategies and the confidence to make a shift when needed.
- Response to students
 - Occasionally during a lesson, an unexpected event will occur that presents a true teachable moment. It is a mark of considerable teacher skill to be able to capitalize on such opportunities.
- Persistence
 - Committed teachers don't give up easily; when students encounter difficulty in learning (which all do at some point), these teachers seek alternate approaches to help their students be successful. In these efforts, teachers display a keen sense of efficacy.

Indicators include:

- Incorporation of students' interests and daily events into a lesson
- The teacher adjusting instruction in response to evidence of student understanding (or lack of it)
- The teacher seizing on a teachable moment

Standard #4

Professional Responsibility

Performance Indicators

4a Reflecting on Teaching

Reflecting on teaching encompasses the teacher's thinking that follows any instructional event, an analysis of the many decisions made in both the planning and the implementation of a lesson. By considering these elements in light of the impact they had on student learning, teachers can determine where to focus their efforts in making revisions and choose which aspects of the instruction they will continue in future lessons. Teachers may reflect on their practice through collegial conversations, journal writing, examining student work, conversations with students, or simply thinking about their teaching. Reflecting with accuracy and specificity, as well as being able to use in future teaching what has been learned, is an acquired skill; mentors, coaches, and supervisors can help teachers acquire and develop the skill of reflecting on teaching through supportive and deep questioning. Over time, this way of thinking both reflectively and self-critically and of analyzing instruction through the lens of student learning—whether excellent, adequate, or inadequate—becomes a habit of mind, leading to improvement in teaching and learning.

The elements of component 4a are:

- Accuracy
 - As teachers gain experience, their reflections on practice become more accurate, corresponding to the assessments that would be given by an external and unbiased observer. Not only are the reflections accurate, but teachers can provide specific examples from the lesson to support their judgments.
- Use in future teaching
 - If the potential of reflection to improve teaching is to be fully realized, teachers must use their reflections to make adjustments in their practice. As their experience and expertise increases, teachers draw on an ever-increasing repertoire of strategies to inform these adjustments.

Indicators include:

- Accurate reflections on a lesson
- Citation of adjustments to practice that draw on a repertoire of strategies

4b Maintaining Accurate Records

An essential responsibility of professional educators is keeping accurate records of both instructional and non-instructional events. These include student completion of assignments, student progress in learning, and non-instructional activities that are part of the day-to-day functions in a school setting, such as the return of signed permission slips for a field trip and money for school pictures. Proficiency in this component is vital because these records inform interactions with students and parents and allow teachers to monitor learning and adjust instruction accordingly. The methods of keeping records vary as much as the type of information being recorded. For example, teachers may keep records of formal assessments electronically, using spreadsheets and databases, which allow for item analysis and individualized instruction. A less formal means of keeping track of student progress may include anecdotal notes that are kept in student folders.

The elements of component 4b are:

- Student completion of assignments
 - Most teachers, particularly at the secondary level, need to keep track of student completion of assignments, including not only whether the assignments were actually completed but also students' success in completing them.
- Student progress in learning
 - In order to plan instruction, teachers need to know where each student "is" in his or her learning. This information may be collected formally or informally but must be updated frequently.
- Non-instructional records
 - Non-instructional records encompass all the details of school life for which records must be maintained, particularly if they involve money. Examples include tracking which students have returned their permission slips for a field trip or which students have paid for their school pictures.

Indicators include:

- Routines and systems that track student completion of assignments
- Systems of information regarding student progress against instructional outcomes
- Processes of maintaining accurate non-instructional records

4c Communicating with Families

Although the ability of families to participate in their child's learning varies widely because of other family or job obligations, it is the responsibility of teachers to provide opportunities for them to understand both the instructional program and their child's progress. Teachers establish relationships with families by communicating to them about the instructional program, conferring with them about individual students, and inviting them to be part of the educational process itself. The level of family participation and involvement tends to be greater at the elementary level, when young children are just beginning school. However, the importance of regular communication with families of adolescents cannot be overstated. A teacher's effort to communicate with families conveys the teacher's essential caring, valued by families of students of all ages.

The elements of component 4c are:

- Information about the instructional program
 - The teacher frequently provides information to families about the instructional program.
- Information about individual students
 - The teacher frequently provides information to families about students' individual progress.
- Engagement of families in the instructional program
 - The teacher frequently and successfully offers engagement opportunities to families so that they can participate in the learning activities.

Indicators include:

- Frequent and culturally appropriate information sent home regarding the instructional program and student progress
- Two-way communication between the teacher and families
- Frequent opportunities for families to engage in the learning process

4d Participating in the Professional Community

Schools are, first of all, environments to promote the learning of students. But in promoting student learning, teachers must work with their colleagues to share strategies, plan joint efforts, and plan for the success of individual students. Schools are, in other words, professional organizations for teachers, with their full potential realized only when teachers regard themselves as members of a professional community. This community is characterized by mutual support and respect, as well as by recognition of the responsibility of all teachers to be constantly seeking ways to improve their practice and to contribute to the life of the school. Inevitably, teachers' duties extend beyond the doors of their classrooms and include activities related to the entire school or larger district, or both. These activities include such things as school and district curriculum committees or engagement with the parent-teacher organization. With experience, teachers assume leadership roles in these activities.

The elements of component 4d are:

- Relationships with colleagues
 - Teachers maintain professional collegial relationships that encourage sharing, planning, and working together toward improved instructional skill and student success.
- Involvement in a culture of professional inquiry
 - Teachers contribute to and participate in a learning community that supports and respects its members' efforts to improve practice.
- Service to the school
 - Teachers' efforts move beyond classroom duties by contributing to school initiatives and projects.
- Participation in school and district projects
 - Teachers contribute to and support larger school and district projects designed to improve the professional community.

Indicators include:

- Regular teacher participation with colleagues to share and plan for student success
- Regular teacher participation in professional courses or communities that emphasize improving practice
- Regular teacher participation in school initiatives
- Regular teacher participation in and support of community initiatives

4e Growing and Developing Professionally

As in other professions, the complexity of teaching requires continued growth and development in order for teachers to remain current. Continuing to stay informed and increasing their skills allows teachers to become ever more effective and to exercise leadership among their colleagues. The academic disciplines themselves evolve, and educators constantly refine their understanding of how to engage students in learning; thus, growth in content, pedagogy, and information technology are essential to good teaching. Networking with colleagues through such activities as joint planning, study groups, and lesson study provides opportunities for teachers to learn from one another. These activities allow for job-embedded professional development. In addition, professional educators increase their effectiveness in the classroom by belonging to professional organizations, reading professional journals, attending educational conferences, and taking university classes. As they gain experience and expertise, educators find ways to contribute to their colleagues and to the profession.

The elements of component 4e are:

- Enhancement of content knowledge and pedagogical skill
 - Teachers remain current by taking courses, reading professional literature, and remaining current on the evolution of thinking regarding instruction.
- Receptivity to feedback from colleagues
 - Teachers actively pursue networks that provide collegial support and feedback.
- Service to the profession
 - Teachers are active in professional organizations in order to enhance both their personal practice and their ability to provide leadership and support to colleagues.

Indicators include:

- Frequent teacher attendance in courses and workshops; regular academic reading
- Participation in learning networks with colleagues; freely shared insights
- Participation in professional organizations supporting academic inquiry

4f Showing Professionalism

Expert teachers demonstrate professionalism in service both to students and to the profession. Teaching at the highest levels of performance in this component is student focused, putting students first regardless of how this stance might challenge long-held assumptions, past practice, or simply the easier or more convenient procedure. Accomplished teachers have a strong moral compass and are guided by what is in the best interest of each student. They display professionalism in a number of ways. For example, they conduct interactions with colleagues in a manner notable for honesty and integrity. Furthermore, they know their students' needs and can readily access resources with which to step in and provide help that may extend beyond the classroom. Seeking greater flexibility in the ways school rules and policies are applied, expert teachers advocate for their students in ways that might challenge traditional views and the educational establishment. They also display professionalism in the ways they approach problem solving and decision making, with student needs constantly in mind. Finally, accomplished teachers consistently adhere to school and district policies and procedures but are willing to work to improve those that may be outdated or ineffective.

The elements of component 4f are:

- Integrity and ethical conduct
 - Teachers act with integrity and honesty.
- Service to students
 - Teachers put students first in all considerations of their practice.
- Advocacy
 - Teachers support their students' best interests, even in the face of traditional practice or beliefs.
- Decision making
 - Teachers solve problems with students' needs as a priority.
- Compliance with school and district regulations
 - Teachers adhere to policies and established procedures.

Indicators include:

- The teacher having a reputation as being trustworthy and often sought as a sounding board
- The teacher frequently reminding participants during committee or planning work that students are the highest priority
- The teacher supporting students, even in the face of difficult situations or conflicting policies
- The teacher challenging existing practice in order to put students first
- The teacher consistently fulfilling district mandates regarding policies and procedures

APPENDIX II B

MCPS Teacher Evaluation Process

A. Formative Evaluation for Tenured Years 1 & 2

Formative evaluation is conducted for the development or improvement of a teacher's performance and is focused on enhancing student achievement. In addition, the purpose of the formative evaluation is to validate or ensure the District goals are being addressed.

1. At the beginning of the year, administrators will distribute the following documents:
 - a. Teacher Evaluation Process;
 - b. Professional Responsibility Checklist; and
 - c. Copy of or link to Classroom Walkthrough Checklist.
2. The administrator monitors the teacher's progress toward standards by doing a minimum of three informal observations (walkthroughs) in the classroom or other venues to give feedback on teacher performance.
 - a. Provide immediate feedback using the Classroom Walkthrough Checklist
 - i. Feedback can include a quick email of the checklist or written notes at the bottom of the form.
 - ii. If there are concerns, or the teacher is on an improvement plan, a formal face-to-face meeting after each observation is required.
 - b. These informal observations should be completed over the course of the year, with never more than 1 on the same day. They may occur at any time without prior notice.
 - i. Feedback from the previous walkthrough must be shared before another walkthrough can take place.
 - c. Review the Standard 4, Professional Responsibilities Checklist throughout the year.
3. By May 1st of the school year, a conference is held between the teacher and administrator to:
 - a. address Standard 4, Professional Responsibilities Checklist,
 - b. sign the Running Record form,

B. Summative Evaluation for Non-tenured and Year 3 Tenured

Summative evaluation provides information on the teacher's efficacy - ability to achieve the intended outcome of the planned instruction.

1. At the beginning of the year, administrators will distribute the following documents:
 - a. Teacher Evaluation Process;
 - b. Professional Responsibilities Checklist;
 - c. Copy of or link to Classroom Walkthrough Checklist; and
 - d. Pre-Observation Template
2. A meeting is established with all Non-Tenured & Year 3 staff. At this time the process is reviewed for goal sharing, collecting evidence of work toward goals and standards-based growth.
 - a. The teacher establishes one individual goal for each of the four teacher standards. A principal-based and/or a team-based goal may also be established.

- b. The completed goal form is submitted to the supervisor/administrator and a goal conference between the teacher and administrator is held by October 31.
 - c. Completion of the goals form is not part of the evaluation process but is intended to guide professional growth.
 - d. The teacher and administrator both keep copies of the goals form.
- 3. Three formal scheduled (≥ 30 minutes) observations using the Classroom Walkthrough Checklist in conjunction with a documented running record are completed by March 1.
 - a. One pre-observation conference should take place before the initial observation of the year with the teacher filling out a Pre-Observation Form and providing the administrator with any materials required to help in their understanding of the lesson.
 - b. Pre-Observation Form is submitted to the administrator at least one day prior to observation.
 - c. Provide immediate feedback using the Classroom Walkthrough Checklist
 - d. Administrator's observations are documented on the Running Record form.
 - e. Feedback in the form of a post-conference meeting should be provided within 10 working days of each formal observation.
 - f. These three formal observations should be equitably distributed over the course of the year.
 - g. A post-conference from previous formal observation, including areas of concern, must be provided to the teacher before another observation can take place.
 - h. The teacher will sign and date the Running Record and be given a copy.
- 4. By March 1st for non-tenured teachers and May 1st for Year 3 teachers, a conference is held between the teacher and administrator to:
 - a. Complete Standard 4: Professional Responsibilities Checklist
 - b. sign the Summative Evaluation

Pre Observation Template

Title of Lesson/Unit:	Grade Level:
Curriculum Area:	Required Materials:
Content Standards	
Stage 1: Desired Results	
Established Goals:	
Understandings: <i>Students will understand that...</i>	Essential Questions:
Knowledge: <u>Students will know...</u>	Skills: <u>Students will be able to do...</u>

Stage 2: Assessment Evidence

Performance Tasks:

Other Evidence:

Stage 3: Learning Plan

Learning Activities: What sequence of teaching and learning will equip students to engage with, develop and demonstrate the desired understandings?

Anything else you would like me to look for? (List any items you want to call to the attention of the supervising administrator)

Professional Responsibilities CHECKLIST

Teacher _____ Grade/Subject _____

Date _____ Time _____ Administrator _____

Standard 4: Professional Responsibility		
4a Reflecting on Teaching <ul style="list-style-type: none"> <input type="checkbox"/> Self reflects on lessons <input type="checkbox"/> Makes lesson adjustments <input type="checkbox"/> Draws on learned strategies <input type="checkbox"/> PLC discussions <input type="checkbox"/> Other: 	4b Maintaining Accurate Records <ul style="list-style-type: none"> <input type="checkbox"/> Using and updating gradebook regularly <input type="checkbox"/> Submitting grades in timely manner <input type="checkbox"/> Assessment cycle documents <input type="checkbox"/> Maintaining confidential records <input type="checkbox"/> Processes of maintaining accurate non-instructional records <input type="checkbox"/> Other: 	4c Communicating with Families <ul style="list-style-type: none"> <input type="checkbox"/> School to home communication: websites, newsletters, progress reports, positive phone calls/postcards, behavior reports <input type="checkbox"/> Culturally sensitive two-way communication <input type="checkbox"/> Family Involvement: PTC, <i>classroom events, family nights</i> <input type="checkbox"/> Other:
4d Participating in the Professional Community <ul style="list-style-type: none"> <input type="checkbox"/> PLC discussions <input type="checkbox"/> District content area PLC <input type="checkbox"/> PD to support goals <input type="checkbox"/> Participation in school PD <input type="checkbox"/> Participation in school initiatives <input type="checkbox"/> <i>Participation in and support of community initiatives</i> <input type="checkbox"/> Other: 	4e Growing and Developing Professionally <ul style="list-style-type: none"> <input type="checkbox"/> Attending Early Out, District PIR days <input type="checkbox"/> Meeting 12 hour Flex PIR <input type="checkbox"/> <i>Attending summer or school year district committees</i> <input type="checkbox"/> <i>Facilitating PD</i> <input type="checkbox"/> <i>Attending workshops, conferences, book studies, etc.</i> <input type="checkbox"/> <i>Participation in professional organizations (ASCD, NCTE, etc.)</i> <input type="checkbox"/> <i>Salary Advancement credits, graduate coursework, NBCT, etc.</i> <input type="checkbox"/> Other: 	4f Showing Professionalism <ul style="list-style-type: none"> <input type="checkbox"/> Student needs are the foundation of decisions even in difficult situations <input type="checkbox"/> Equitable treatment of students <input type="checkbox"/> Known for honesty and integrity <input type="checkbox"/> Challenges existing practice in order to put students first <input type="checkbox"/> Adheres to district policies and procedures <input type="checkbox"/> Other:

CLASSROOM WALKTHROUGH CHECKLIST

☐ Standards-Based Learning Objectives (1a & 3a) Teacher _____ Administrator _____
☐ Evidence of Lesson Plans (1a & 1e-1f) Grade/Subject _____ Date _____ Time _____
☐ Fidelity to MCPS Core Standards (1a)

LEARNERS & RELEVANCE (Standards 1 & 3)	INSTRUCTIONAL PRACTICES & STRATEGIES (Standards 1 & 3)		ENVIRONMENT & CULTURE (Standards 1 & 2)
Whole Class (3c) <ul style="list-style-type: none"> <input type="checkbox"/> Asking and responding to questions <input type="checkbox"/> Listening and note taking <input type="checkbox"/> Participating in discussion <input type="checkbox"/> Participating in guided practice Small Group or Paired (3c) <ul style="list-style-type: none"> <input type="checkbox"/> Students have defined responsibilities <input type="checkbox"/> Students encourage one another <input type="checkbox"/> Collaboratively producing a product <input type="checkbox"/> Collaboratively problem-solving <input type="checkbox"/> Participating in discussion <input type="checkbox"/> Presenting Individual (3c) <ul style="list-style-type: none"> <input type="checkbox"/> Independently producing a product <input type="checkbox"/> Independently solving a problem <input type="checkbox"/> Independent practice/application <input type="checkbox"/> Presenting <input type="checkbox"/> Silent reading <input type="checkbox"/> Writing activities <input type="checkbox"/> Researching information Depth of Knowledge (1c, 3b, & 3d) <ul style="list-style-type: none"> <input type="checkbox"/> Recall & Reproduction <input type="checkbox"/> Skills and Concepts <input type="checkbox"/> Strategic Thinking/Reasoning <input type="checkbox"/> Extended Thinking Learning Target (3a) <ul style="list-style-type: none"> <input type="checkbox"/> Student can articulate learning target <input type="checkbox"/> Student can partially articulate learning target <input type="checkbox"/> Student cannot articulate learning target 	Differentiation (1b, 1c, 3c, & 3e) <ul style="list-style-type: none"> <input type="checkbox"/> Content <input type="checkbox"/> Learning Process <input type="checkbox"/> Student Product <input type="checkbox"/> Skill Development <input type="checkbox"/> Support <input type="checkbox"/> Learning Time <input type="checkbox"/> Flexible, fluid grouping Lesson Design (1a & 3e) <ul style="list-style-type: none"> <input type="checkbox"/> Alternating whole & small group activity <input type="checkbox"/> Efficient transitions <input type="checkbox"/> Equitable student participation <input type="checkbox"/> Student Choice Direct Instruction (1e & 3e) <ul style="list-style-type: none"> <input type="checkbox"/> Modeling <input type="checkbox"/> Think-alouds <input type="checkbox"/> Re-teaching <input type="checkbox"/> "I do, we do, you do" <input type="checkbox"/> Mini-lessons/focus lessons (5-7 mins) <input type="checkbox"/> Scaffolding <input type="checkbox"/> Guided practice <input type="checkbox"/> Lecture/Presentation <input type="checkbox"/> Visual Aids Classroom Discussion (1e & 3b) <ul style="list-style-type: none"> <input type="checkbox"/> Student-led <input type="checkbox"/> Teacher-directed Q & A Check for Learning/ Understanding (1f & 3c-3e) <ul style="list-style-type: none"> <input type="checkbox"/> Verbal questioning <input type="checkbox"/> Monitoring student practice <input type="checkbox"/> Total Group Response (e.g., whiteboards, show of hands, choral response) <input type="checkbox"/> Writing to learn activity <input type="checkbox"/> Formative Assessments <input type="checkbox"/> Summative Assessments 	Research-based Strategies (1a) <ul style="list-style-type: none"> <input type="checkbox"/> Previewing strategies <input type="checkbox"/> Highlighting critical information <input type="checkbox"/> Reviewing content <input type="checkbox"/> Revising knowledge <input type="checkbox"/> Reflecting on learning <input type="checkbox"/> Elaborating on information <input type="checkbox"/> Structured practice <input type="checkbox"/> Examining similarities and differences <input type="checkbox"/> Examining errors in reasoning <input type="checkbox"/> Chunking Content <input type="checkbox"/> Processing Content <input type="checkbox"/> Generating and defending claims Embedded Literacy (1a) <ul style="list-style-type: none"> <input type="checkbox"/> Writing across the curriculum <input type="checkbox"/> Reading in content areas <input type="checkbox"/> Evidence of writing process Instructional Materials/Technology (1d) <ul style="list-style-type: none"> <input type="checkbox"/> Manipulatives/hands-on materials <input type="checkbox"/> Technology resources from adopted programs <input type="checkbox"/> Other resources used by teacher to enhance teaching and learning (e.g. community resources, district provided materials, professional organizations, etc.) <input type="checkbox"/> Technology equipment used by teacher to enhance lesson delivery (e.g., computer, document camera, projector, audio, interactive whiteboard) <input type="checkbox"/> Technology used by students to master grade-level content standards (e.g., computer, online resources, podcasting) 	Classroom Appearance (2b & 2e) <ul style="list-style-type: none"> <input type="checkbox"/> Organized, neat & uncluttered <input type="checkbox"/> Learning goals/data is displayed <input type="checkbox"/> Standards-based student work is displayed <input type="checkbox"/> Other visuals support learning Classroom Management (2b-2d) <ul style="list-style-type: none"> <input type="checkbox"/> Safe & orderly environment <input type="checkbox"/> Routines & procedures are evident <input type="checkbox"/> Evidence that students understand behavioral expectations <input type="checkbox"/> Evidence that students share responsibility for effective operations <input type="checkbox"/> Positive behavior is reinforced (at least 3:1) <input type="checkbox"/> Negative behavior is addressed through redirecting <input type="checkbox"/> Teacher circulates throughout the classroom <input type="checkbox"/> Teacher manages/monitors many activities simultaneously <input type="checkbox"/> Teacher manages proactively & calmly <input type="checkbox"/> Time is used effectively & efficiently Classroom Culture (1b & 2a-2b) <ul style="list-style-type: none"> <input type="checkbox"/> Respectful, positive student-teacher relationships are evident <input type="checkbox"/> Students demonstrate mutual respect <input type="checkbox"/> Students are comfortable sharing ideas, questions, concerns, or needs <input type="checkbox"/> Evidence of celebrating student success <input type="checkbox"/> High expectations communicated
Notes:			

Revised 7/1/2019

Teacher Standards/Indicators Running Record

Teacher Name: _____ School year: _____

Formative _____ Summative _____

Standard Areas	
<p>1. Planning and Preparation <i>The effective teacher consistently demonstrates knowledge of content related pedagogy, resources, student background and level of understanding, and plans and implements meaningful learning experiences and assessments</i></p>	<p>2. Classroom Environment <i>The effective teacher consistently creates a safe and positive learning environment that encourages social interaction, active engagement in learning and self-motivation while effectively managing student behaviors and routines.</i></p>
<p>3. Instruction and Assessment <i>The effective teacher understands and uses a variety of instructional strategies to encourage the development of critical thinking, problem-solving and performance skills and implements appropriate assessment strategies to support continued student growth and to inform instruction.</i></p>	<p>4. Professional Responsibility <i>The effective teacher engages in ethical decision making and professional growth which includes complying with school and district regulations, self-reflection, maintaining accurate records and developing and maintaining a collaborative relationship with colleagues, parents/guardians, and the community to support student performance.</i></p>

Administrator /Teacher Conferences: The teacher will date and initial at each conference.

Fall Goals Conference (Date and Initials) _____

Spring Goals Conference (Date and Initials) _____

Observation Conference (Date and Initials) _____

Observation Conference (Date and Initials) _____

Observation Conference (Date and Initials) _____

Date of the observation	Standard/Indicator	Observations, Strengths, and Areas Needing Improvement

Missoula County Public Schools
Certified Staff Summative Evaluation

Name:	School:	Administrator:
Dates of Observations:	Grade:	Subject:

Standard 1: Planning and Preparation

The effective teacher consistently demonstrates knowledge of content related pedagogy, resources, student background and level of understanding, and plans and implements meaningful learning experiences and assessments

General Observations:

Areas of Concern:

Areas of Strength:

Suggestions for improvement:

Standard 2: Classroom Environment

The effective teacher consistently creates a safe and positive learning environment that encourages social interaction, active engagement in learning and self-motivation while effectively managing student behaviors and routines.

General Observations:

Areas of Concern:

Areas of Strength:

Suggestions for improvement:

Standard 3: Instruction and Assessment

The effective teacher understands and uses a variety of instructional strategies to encourage the development of critical thinking, problem-solving and performance skills and implements appropriate assessment strategies to support continued student growth and to inform instruction.

General Observations:

Areas of Concern:

Areas of Strength:

Suggestions for improvement:

Standard 4: Professional Responsibility

The effective teacher engages in ethical decision making and professional growth which includes complying with school and district regulations, self-reflection, maintaining accurate records and developing and maintaining a collaborative relationship with colleagues, parents/guardians, and the community to support student performance.

General Observations:

Areas of Concern:

Areas of Strength:

Suggestions for improvement:

Summative Evaluation of Teacher:

Comments:

Evaluator Signature

Date

I have participated in this process. It is also understood that I have the right to file a written response to this evaluation which will be attached to the evaluation document and placed in my Human Resources file.

_____ Response recorded and attached

_____ No response

Employee Signature

Date

Charlotte Danielson's FRAMEWORK FOR TEACHING

DOMAIN 1: Planning and Preparation

- 1a Demonstrating Knowledge of Content and Pedagogy**
 - Content knowledge • Prerequisite relationships • Content pedagogy
- 1b Demonstrating Knowledge of Students**
 - Child development • Learning process • Special needs
 - Student skills, knowledge, and proficiency • Interests and cultural heritage
- 1c Setting Instructional Outcomes**
 - Value, sequence, and alignment • Clarity • Balance
 - Suitability for diverse learners
- 1d Demonstrating Knowledge of Resources**
 - For classroom • To extend content knowledge • For students
- 1e Designing Coherent Instruction**
 - Learning activities • Instructional materials and resources
 - Instructional groups • Lesson and unit structure
- 1f Designing Student Assessments**
 - Congruence with outcomes • Criteria and standards
 - Formative assessments • Use for planning

DOMAIN 4: Professional Responsibilities

- 4a Reflecting on Teaching**
 - Accuracy • Use in future teaching
- 4b Maintaining Accurate Records**
 - Student completion of assignments • Student progress in learning
 - Non-instructional records
- 4c Communicating with Families**
 - About instructional program • About individual students
 - Engagement of families in instructional program
- 4d Participating in a Professional Community**
 - Relationships with colleagues • Participation in school projects
 - Involvement in culture of professional inquiry • Service to school
- 4e Growing and Developing Professionally**
 - Enhancement of content knowledge / pedagogical skill
 - Receptivity to feedback from colleagues • Service to the profession
- 4f Showing Professionalism**
 - Integrity/ethical conduct • Service to students • Advocacy
 - Decision-making • Compliance with school/district regulation

DOMAIN 2: The Classroom Environment

- 2a Creating an Environment of Respect and Rapport**
 - Teacher interaction with students
 - Student interaction with students
- 2b Establishing a Culture for Learning**
 - Importance of content
 - Expectations for learning and achievement • Student pride in work
- 2c Managing Classroom Procedures**
 - Instructional groups • Transitions • Materials and supplies
 - Non-instructional duties
 - Supervision of volunteers and paraprofessionals
- 2d Managing Student Behavior**
 - Expectations • Monitoring behavior
 - Response to misbehavior
- 2e Organizing Physical Space**
 - Safety and accessibility
 - Arrangement of furniture and resources

DOMAIN 3: Instruction

- 3a Communicating With Students**
 - Expectations for learning • Directions and procedures
 - Explanations of content
 - Use of oral and written language
- 3b Using Questioning and Discussion Techniques**
 - Quality of questions • Discussion techniques
 - Student participation
- 3c Engaging Students in Learning**
 - Activities and assignments • Student groups
 - Instructional materials and resources • Structure and pacing
- 3d Using Assessment in Instruction**
 - Assessment criteria • Monitoring of student learning
 - Feedback to students
 - Student self-assessment and monitoring
- 3e Demonstrating Flexibility and Responsiveness**
 - Lesson adjustment • Response to students
 - Persistence

MCPS SALARY MATRIX 2019-2020

Quarter Credit	BA + 0	BA + 15	BA + 30	BA + 45	MA + 0	MA + 15	MA + 30	MA + 45
Semester Credit	BA + 0	BA + 10	BA + 20	BA + 30	MA + 0	MA + 10	MA + 20	MA + 30
Step								
1	37808	38587	39363	40139	42093	42869	43648	44423
2	39472	40248	41027	41803	44154	44929	45706	46485
3	41135	41912	42689	43465	46213	46989	47767	48545
4	42797	43574	44349	45129	48272	49051	49827	50603
5	44459	45237	46011	46790	50333	51110	51888	52664
6	46122	46899	47674	48454	52393	53171	53948	54725
7	47785	48562	49338	50116	54455	55231	56007	56786
8	47785	50225	51002	51779	56514	57291	58069	58846
9	47785	50225	52664	53442	58575	59352	60129	60905
10	47785	50225	52664	55106	60634	61411	62189	62967
11	47785	50225	52664	55828	62694	63472	64249	65028
12	47785	50225	52664	56550	62694	65532	66310	67085
13	47785	50225	52664	57271	62694	65532	68370	69146
14	47785	50225	52664	57998	62694	65532	68370	71208
15	47785	50225	52664	58719	62694	65532	68370	73269
16	47785	50225	52664	59080	62694	65532	68370	73811
17	47785	50225	52664	59443	62694	65532	68370	74172
18	47785	50225	52664	60029	62694	65532	68370	74758
19	47785	50225	52664	60617	62694	65532	68370	75346
20	47785	50225	52664	61205	62694	65532	68370	75934
21	47785	50225	52664	61792	62694	65532	68370	76522
22	47785	50225	52664	62380	62694	65532	68370	77110
23	47785	50225	52664	64141	64178	65532	68370	78872

1 quarter credit = .67 semester
credits

1 semester credit = 1.5 quarter credits

MCPS SALARY MATRIX 2020-2021

Quarter Credit	BA + 0	BA + 15	BA + 30	BA + 45	MA + 0	MA + 15	MA + 30	MA + 45
Semester Credit	BA + 0	BA + 10	BA + 20	BA + 30	MA + 0	MA + 10	MA + 20	MA + 30
Step								
1	38659	39455	40249	41042	43040	43834	44630	45423
2	40360	41154	41950	42744	45147	45940	46734	47531
3	42061	42855	43650	44443	47253	48046	48842	49637
4	43760	44554	45347	46144	49358	50155	50948	51742
5	45459	46255	47046	47843	51465	52260	53055	53849
6	47160	47954	48747	49544	53572	54367	55162	55956
7	48860	49655	50448	51244	55680	56474	57267	58064
8	48860	51355	52150	52944	57786	58580	59376	60170
9	48860	51355	53849	54644	59893	60687	61482	62275
10	48860	51355	53849	56346	61998	62793	63588	64384
11	48860	51355	53849	57084	64105	64900	65695	66491
12	48860	51355	53849	57822	64105	67006	67802	68594
13	48860	51355	53849	58560	64105	67006	69908	70702
14	48860	51355	53849	59303	64105	67006	69908	72810
15	48860	51355	53849	60040	64105	67006	69908	74918
16	48860	51355	53849	60409	64105	67006	69908	75472
17	48860	51355	53849	60780	64105	67006	69908	75841
18	48860	51355	53849	61380	64105	67006	69908	76440
19	48860	51355	53849	61981	64105	67006	69908	77041
20	48860	51355	53849	62582	64105	67006	69908	77643
21	48860	51355	53849	63182	64105	67006	69908	78244
22	48860	51355	53849	63784	64105	67006	69908	78845
23	48860	51355	53849	65584	65622	67006	69908	80647

1 quarter credit = .67 semester
credits

1 semester credit = 1.5 quarter credits

MCPS SALARY MATRIX 2021-2022

Quarter Credit	BA + 0	BA + 15	BA + 30	BA + 45	MA + 0	MA + 15	MA + 30	MA + 45
Semester Credit	BA + 0	BA + 10	BA + 20	BA + 30	MA + 0	MA + 10	MA + 20	MA + 30
Step								
1	39722	40540	41356	42171	44224	45039	45857	46672
2	41470	42286	43104	43919	46389	47203	48019	48838
3	43218	44034	44850	45665	48552	49367	50185	51002
4	44963	45779	46594	47413	50715	51534	52349	53165
5	46709	47527	48340	49159	52880	53697	54514	55330
6	48457	49273	50088	50906	55045	55862	56679	57495
7	50204	51021	51835	52653	57211	58027	58842	59661
8	50204	52767	53584	54400	59375	60191	61009	61825
9	50204	52767	55330	56147	61540	62356	63173	63988
10	50204	52767	55330	57896	63703	64520	65337	66155
11	50204	52767	55330	58654	65868	66685	67502	68320
12	50204	52767	55330	59412	65868	68849	69667	70480
13	50204	52767	55330	60170	65868	68849	71830	72646
14	50204	52767	55330	60934	65868	68849	71830	74812
15	50204	52767	55330	61691	65868	68849	71830	76978
16	50204	52767	55330	62070	65868	68849	71830	77547
17	50204	52767	55330	62451	65868	68849	71830	77927
18	50204	52767	55330	63068	65868	68849	71830	78542
19	50204	52767	55330	63685	65868	68849	71830	79160
20	50204	52767	55330	64303	65868	68849	71830	79778
21	50204	52767	55330	64920	65868	68849	71830	80396
22	50204	52767	55330	65538	65868	68849	71830	81013
23	50204	52767	55330	67388	67427	68849	71830	82865

1 quarter credit = .67 semester
credits

1 semester credit = 1.5 quarter credits



2019-2020 TEACHER'S CONTRACT

This employment contract between Missoula County Public Schools District #1, (the District) and _____ (Employee) is subject to the following terms and conditions:

1. The Laws of the State of Montana govern this contract and the employment relationship of the parties.
2. The individual contract is subject to the terms and conditions of the Professional Agreement between the Missoula Education Association and the Board of Trustees and to the extent that the provisions of this contract and said agreement may be inconsistent, the provisions of said Agreement shall be controlling.
3. The District employs the Employee, _____, a teacher, to teach and to render any related professional services assigned by the District Superintendent for the term of the school year beginning 8/__/2019 and ending 6/__/2020. The school year for the Employee shall consist of no less than _____ contract days unless otherwise agreed by the Employee and the District Superintendent.
4. The District shall pay the Employee the sum of \$_____ for the term of this contract, based on a salary schedule placement of _____ Column on Step _____. The sum shall be payable in monthly installments, the first being due September 20, 2019 the remaining on the 20th of each succeeding month, less withholdings required by law, any permissible deductions that may be agreed upon by the parties and, if the Employee is not a member of the Missoula Education Association, a fair share fee in an amount certified by the Association to the District.
5. The Employee shall perform all duties of the position and shall comply with the directions of the District Board of Trustees and the District Superintendent, with the policies, rules and regulations of the District and with the laws of the State of Montana.
6. If this contract is terminated pursuant to the laws of the State of Montana or by mutual agreement of the parties before the expiration of its term, the District shall pay the Employee a prorated sum based on the number of days actually served in relation to the _____ contract days specified for the employee.
7. This contract shall not be modified or canceled except by mutual agreement, in writing, signed by both of the parties.
8. This contract shall be considered notice of election when approved by the Board of Trustees. The Employee must sign and return the original of this contract to the Human Resources Office of the District within twenty (20) calendar days of the receipt. Failure to do so shall be considered non-acceptance of the position offered to the Employee.
9. Invalidation of any provision in this contract shall not affect the validity of any other provisions, which shall remain in full force and effect.

MISSOULA COUNTY PUBLIC SCHOOL DISTRICT #1

Date: _____

Employee

Chairman of the Board of Trustees

Date

Clerk of the District



2020-2021 TEACHER'S CONTRACT

This employment contract between Missoula County Public Schools District #1, (the District) and _____ (Employee) is subject to the following terms and conditions:

1. The Laws of the State of Montana govern this contract and the employment relationship of the parties.
2. The individual contract is subject to the terms and conditions of the Professional Agreement between the Missoula Education Association and the Board of Trustees and to the extent that the provisions of this contract and said agreement may be inconsistent, the provisions of said Agreement shall be controlling.
3. The District employs the Employee, _____, a teacher, to teach and to render any related professional services assigned by the District Superintendent for the term of the school year beginning 8/___/2020 and ending 6/___/2021. The school year for the Employee shall consist of no less than _____ contract days unless otherwise agreed by the Employee and the District Superintendent.
4. The District shall pay the Employee the sum of \$_____ for the term of this contract, based on a salary schedule placement of _____ Column on Step _____. The sum shall be payable in monthly installments, the first being due September 18, 2020 the remaining on the 20th of each succeeding month, less withholdings required by law, any permissible deductions that may be agreed upon by the parties and, if the Employee is not a member of the Missoula Education Association, a fair share fee in an amount certified by the Association to the District.
5. The Employee shall perform all duties of the position and shall comply with the directions of the District Board of Trustees and the District Superintendent, with the policies, rules and regulations of the District and with the laws of the State of Montana.
6. If this contract is terminated pursuant to the laws of the State of Montana or by mutual agreement of the parties before the expiration of its term, the District shall pay the Employee a prorated sum based on the number of days actually served in relation to the _____ contract days specified for the employee.
7. This contract shall not be modified or canceled except by mutual agreement, in writing, signed by both of the parties.
8. This contract shall be considered notice of election when approved by the Board of Trustees. The Employee must sign and return the original of this contract to the Human Resources Office of the District within twenty (20) calendar days of the receipt. Failure to do so shall be considered non-acceptance of the position offered to the Employee.
9. Invalidation of any provision in this contract shall not affect the validity of any other provisions, which shall remain in full force and effect.

MISSOULA COUNTY PUBLIC SCHOOL DISTRICT #1

Date: _____

Employee

Chairman of the Board of Trustees

Date

Clerk of the District



2021-2022 TEACHER'S CONTRACT

This employment contract between Missoula County Public Schools District #1, (the District) and _____ (Employee) is subject to the following terms and conditions:

1. The Laws of the State of Montana govern this contract and the employment relationship of the parties.
2. The individual contract is subject to the terms and conditions of the Professional Agreement between the Missoula Education Association and the Board of Trustees and to the extent that the provisions of this contract and said agreement may be inconsistent, the provisions of said Agreement shall be controlling.
3. The District employs the Employee, _____, a teacher, to teach and to render any related professional services assigned by the District Superintendent for the term of the school year beginning 8/___/2021 and ending 6/___/2022. The school year for the Employee shall consist of no less than _____ contract days unless otherwise agreed by the Employee and the District Superintendent.
4. The District shall pay the Employee the sum of \$_____ for the term of this contract, based on a salary schedule placement of _____ Column on Step _____. The sum shall be payable in monthly installments, the first being due September 20, 2021 the remaining on the 20th of each succeeding month, less withholdings required by law, any permissible deductions that may be agreed upon by the parties and, if the Employee is not a member of the Missoula Education Association, a fair share fee in an amount certified by the Association to the District.
5. The Employee shall perform all duties of the position and shall comply with the directions of the District Board of Trustees and the District Superintendent, with the policies, rules and regulations of the District and with the laws of the State of Montana.
6. If this contract is terminated pursuant to the laws of the State of Montana or by mutual agreement of the parties before the expiration of its term, the District shall pay the Employee a prorated sum based on the number of days actually served in relation to the _____ contract days specified for the employee.
7. This contract shall not be modified or canceled except by mutual agreement, in writing, signed by both of the parties.
8. This contract shall be considered notice of election when approved by the Board of Trustees. The Employee must sign and return the original of this contract to the Human Resources Office of the District within twenty (20) calendar days of the receipt. Failure to do so shall be considered non-acceptance of the position offered to the Employee.
9. Invalidation of any provision in this contract shall not affect the validity of any other provisions, which shall remain in full force and effect.

MISSOULA COUNTY PUBLIC SCHOOL DISTRICT #1

Date: _____

Employee

Chairman of the Board of Trustees

Date

Clerk of the District