

COLLECTIVE BARGAINING AGREEMENT
Between
MISSOULA COUNTY PUBLIC SCHOOLS DISTRICT #1
and
MISSOULA EDUCATION ASSOCIATION, MEA-MFT, 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 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 less than thirty-five (35) consecutive days
 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-five (35) 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 7.7; 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

Bargaining unit members may only be suspended without pay, reduced in compensation, dismissed or terminated as defined in M.C.A., for Good Cause. 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.

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 a 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., 3E e.

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 Teacher
A 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 teachers will be given first choice of vacancies according to seniority and qualifications prior to posting a vacancy. Should the displaced 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 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.

1. 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.

2. 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.

3. 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).

4. 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:
 1. Disciplinary action.
 2. 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.
 3. 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.
 4. Philosophical incompatibility toward the implementation of an alternative program.
- 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 effect 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. 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. Each building principal will conduct interviews at the building level 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

Section 1. Determination of R.I.F.

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.

Section 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.
- d. In case the foregoing criteria are equal, seniority will be resolved by a flip of the coin or drawing of lots.

Section 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.

Section 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.

Section 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:

1. 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.

2. 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.

Section 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.

Section 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).

Every effort will be made to 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 established by the District. 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 or advisory committee meetings which may occur outside the regular school day will be attended at no additional pay to teachers; however, schools will be on a professional schedule with dismissal time for teachers the same as for students on the day of Open House or 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, 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, library media specialist, and Special Education teacher will be provided a forty-five (45) minute duty-free lunch and 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. 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, 2019.

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 State 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 Collective Bargaining Agreement, 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 (½) 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. 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 maternity leave shall be responsible for notifying the Human Resources Office of her 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 Curriculum 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 maternity leave which occur after regular sick leave has been used. Unused extended sick leave benefits shall be carried over from the previous year. Total extended sick leave shall not exceed two hundred (200) days. A statement from a licensed medical doctor or dentist may be 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 MEA 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 (½) 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 daily rate of pay.
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 of the 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 two (2) 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 (½) 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 of (\$10.75 for FY16). 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

The granting of sabbatical leaves is strongly recommended. 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. Said 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 on a Sabbatical Leave form to the Superintendent no later than February 15th of the year preceding the school year in which the leave is sought and will be approved or disapproved for recommendation 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 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. A maximum of one and one-half percent (1.5%) of the teaching staff members (FTE equivalent) may be granted sabbatical leave each year. In the event there are more applicants than the designated one and one-half percent (1.5%), the remaining applicants shall be ranked as alternative, and notified of the same. The granting of sabbatical leave, however, is at the discretion of the District. Applicants not selected will be given reasons for denial.

- F. Teachers on sabbatical leave will be paid regularly per contract with retirement deduction and two-thirds (2/3) their annual salary. Teachers on 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.
- G. When funding for sabbatical leave at two-thirds (2/3) of the applicant's annual salary is exhausted, or in cases of declining budgets, the Board of Trustees may grant sabbatical proposals which are cost neutral. Cost neutral sabbaticals are not intended to replace or supersede the sabbatical referred to in 8-6 (F).
- H. A teacher receiving a sabbatical leave shall agree to return to the District for at least one (1) year following said leave.
- I. 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.
- J. 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.
- K. 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.
- L. 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. 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 March 1st 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 March 1st 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 (reference Appendix I).

8.8 FAMILY MEDICAL LEAVE ACT

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

ARTICLE 9: DUES DEDUCTION/REPRESENTATION FEE

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. 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. An Association non-member may authorize the deduction of the Representation fee in the same manner.

The Board has agreed 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 a 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 fees 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. The Association will notify the Director of Human Resources of any changes in writing within five (5) days.

C. Representation Fee

1. The Association, as the exclusive representative of all the members of the appropriate unit, will represent all teachers, Association members and non-member, 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. Every employee who chooses not to join the Association shall pay a representation fee, and the fee shall be specified as a condition of employment. The fee shall cover the services of the Union in discharging its obligation to represent members of the bargaining unit in the process of negotiating and administering the collective bargaining agreement, or other obligatory employment relations representation responsibilities pursuant to law. The amount of the representation fee shall be determined by the Union according to its own union policies and bylaws.
4. The Representation Fee is a condition of employment and any teacher who chooses not to be a member and refuses to pay said fees or refuses to authorize payment of a said fee through deduction from their monthly earnings within thirty (30) days after the date of their contracted employment, or thirty (30) days after the opening of school, shall be terminated from employment in the Missoula County Public Schools by the Board. The Board agrees to withhold said monies by payroll deduction from the monthly earnings of said teachers upon authorization from the teacher and the Association in the same manner as it does with the dues of Association members.
5. 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 and fee 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 (2016-2019) 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 2017-2019 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 five million one hundred ninety-one thousand four hundred fifty-seven dollars and sixty cents (\$5,191,457.60) as reported on June 30, 2017, 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 contract year. The additional district contribution will remain in effect through June 2019 and will revert to the \$673 per month effective July 1, 2019. 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, 2017.

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 five million one hundred ninety-one thousand four hundred fifty-seven dollars and sixty cents (\$5,191,457.60) as reported on any one of the following quarterly report dates (September 30, 2017; December 31, 2017 or March 31, 2018) 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 2019. 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, 2019.

The language covering additional contributions to the Insurance Trust Fund as stated in the above paragraphs will sunset on June 30, 2019.

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 there under 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. 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 x the base.
2. The hourly wage for instructional tutoring outside the school day or school year will be calculated at the rate of .00082 times the base ("Instructional Rate of Pay").
3. Curriculum Review Work:
The Curriculum 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 (except department heads who are required to participate on the committee as per their job description).
 - 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 2017-2018 and 2018-2019 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, 2019, it will deliver written notice of this intention to the other party no later than December 15th, 2018.

ARTICLE 20: DURATION OF AGREEMENT

This Agreement will become effective upon ratification of both parties. The contract duration is July 1, 2016 to June 30, 2019.

THIS AGREEMENT is signed this _____ day of _____, 2016.

MISSOULA COUNTY PUBLIC SCHOOLS

MISSOULA EDUCATION ASSOCIATION, MEA
MFT, NEA, AFT.

Chair

President

Clerk

Secretary

SCHEDULE A-1

BIG SKY, HELLGATE, SENTINEL

EXTRA CURRICULAR LONGETIVY PAY SCALE			Salary = Base x Index			
			Base 2016-17 =	Base 2017-18 =	Base 2018-19 =	
SCHEDULE A-1			\$35,367	\$36,163	\$37,067	
BIG SKY, HELLGATE, SENTINEL						
<u># YEARS</u>	<u>0-3</u>	<u>4-7</u>	<u>8-11</u>	<u>12-15</u>	<u>16+</u>	
<u>Scale Index</u>	1	1.03	1.07	1.11	1.15	
	x Index	x Index	x Index	x Index	x Index	
<u>ACTIVITY</u>				<u>2016- 2017</u>	<u>2017- 2018</u>	<u>2018- 2019</u>
	<u>INDEX</u>			<u>SALARY</u>	<u>SALARY</u>	<u>SALARY</u>
<u>Art Club</u>	0.041			1450	1483	1520
<u>Band</u>						
Director	0.153			5411	5533	5671
Marching Band Assistant	0.074			2616	2675	2742
<u>Basketball</u>						
Head Coach	0.153			5411	5533	5671
JV/Sophomore Coach	0.102			3607	3688	3780
Frosh Coach	0.102			3607	3688	3780
<u>Cheerleader</u>						
Head Coach	0.126			4456	4556	4670
Assistant Coach	0.084			2970	3037	3113
<u>Cross Country</u>						
Head Coach	0.095			3361	3437	3523
<u>Boys & Girls Cross Country</u>						
Head Coach	0.126			4456	4556	4670
Assistant Coach	0.065			2299	2351	2410
<u>DECA</u>	0.073			2583	2641	2707
<u>Drama</u>						
Director	0.153			5411	5533	5671
Assistant	0.082			2900	2965	3039
<u>FFA</u>	0.126			4456	4556	4670
<u>Football</u>						
Head Coach	0.153			5411	5533	5671
Assistant Coach	0.102			3607	3688	3780

Frosh Coach	0.084			2970	3037	3113
<u>Golf</u>	0.126			4456	4556	4670
<u>Intramurals</u>	0.202			7143	7304	7487
<u>Journalism</u>	0.096			3395	3471	3558
<u>Key Club</u>	0.041			1450	1483	1520
<u>Literary Publication</u>	0.014			496	507	520
<u>Model United Nations</u>	0.073			2583	2641	2707
<u>Orchestra</u>	0.117			4139	4232	4338
<u>National Honor Society</u>	0.041			1450	1483	1520
<u>Soccer</u>						
Head Coach	0.123			4350	4448	4559
Assistant Coach	0.084			2970	3037	3113
<u>Softball</u>						
Head Coach	0.123			4350	4448	4559
Assistant Coach	0.084			2970	3037	3113
<u>Special Olympics</u>	0.084			2970	3037	3113
<u>Speech</u>						
Director	0.153			5411	5533	5671
Assistant Director	0.082			2900	2965	3039
<u>Student Government</u>	0.073			2583	2641	2707
<u>Swimming</u>						
Head Coach	0.123			4350	4448	4559
Assistant Coach	0.084			2970	3037	3113
<u>Tennis</u>						
Head Coach	0.095			3361	3437	3523
Assistant Coach	0.065			2299	2351	2410
<u>Track</u>						
Head Coach	0.123			4350	4448	4559
Assistant Coach	0.084			2970	3037	3113
<u>Boys and Girls Track</u>						
Head Coach	0.163			5765	5895	6042
Assistant Coach	0.084			2970	3037	3113
<u>Vocal Music</u>	0.153			5411	5533	5671

<u>Volleyball</u>						
Head Coach	0.144			5093	5208	5388
Assistant Coach	0.094			3324	3399	3484
Frosh Coach	0.094			3324	3399	3484
<u>Wrestling</u>						
Head Coach	0.144			5093	5208	5388
Assistant Coach	0.094			3324	3399	3484
Frosh Coach	0.094			3324	3399	3484
<u>Yearbook</u>	0.078			2758	2820	2891

SCHEDULE A-2

SEELEY SWAN

EXTRA CURRICULAR LONGEVITY PAY SCALE				Salary = Base x Index			
				Base 2016-17 = \$35,367		Base 2017-18 = \$36,163	Base 2018-19 = \$37,067
SCHEDULE A-2							
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				2016- 2017	2017- 2018	2018- 2019	
	INDE X			SALARY	SALARY	SALARY	
Band	0.130			4597	4700	4818	
Basketball							
Head Coach	0.130			4597	4700	4818	
JV/Soph Coach	0.087			3077	3146	3225	
Frosh Coach	0.087			3077	3146	3225	
Cheerleader	0.060			2122	2170	2224	
Chorus	0.130			4597	4700	4818	
Cross Country							
Head Coach	0.065			2299	2351	2410	
Assistant Coach	0.044			1557	1592	1632	
Boys & Girls Cross Country							
Head Coach	0.086			3041	3109	3187	
Assistant Coach	0.044			1557	1592	1632	
Drama	0.130			4597	4700	4818	
Football							
Head Coach	0.130			4597	4700	4818	
Assistant Coach	0.087			3077	3146	3225	
Frosh Coach	0.087			3077	3146	3225	
Golf	0.107			3785	3870	3967	
Intramurals	0.107			3785	3870	3967	
Journalism	0.082			2900	2965	3039	

<u>National Honor Society</u>	0.041			1450	1483	1520
<u>Speech</u>	0.029			1026	1049	1075
<u>Student Government</u>	0.062			2192	2241	2297
<u>Track</u>						
Head Coach	0.109			3856	3943	4042
Assistant Coach	0.073			2583	2641	2707
<u>Boys and Girls Track</u>						
Head Coach	0.145			5129	5244	5375
Assistant Coach	0.074			2616	2675	2742
<u>Volleyball</u>						
Head Coach	0.130			4597	4700	4818
Assistant Coach	0.084			2970	3037	3113
Frosh Coach	0.084			2970	3037	3113
<u>Wrestling</u>						
Head Coach	0.130			4597	4700	4818
Assistant Coach	0.084			2970	3037	3113
Frosh Coach	0.084			2970	3037	3113
<u>Yearbook</u>	0.066			2334	2387	2447

SCHEDULE A-3
DEPARTMENT TEAM LEADERS 2016-2019

DEPARTMENT TEAM LEADERS		Salary = Base x Index			
SCHEDULE A (3)			Base 2016-17 \$35,367	Base 2017-18 \$36,163	Base 2018-19 \$37,067
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			2016-17	2017-18	2018-19
FTE Supervised	<u>INDEX</u>				
(does not include department team leader)					
1	0.028		990	1013	1038
2 - 4	0.057		2016	2061	2113
5 - 6	0.070		2476	2531	2595
7 - 12	0.096		3395	3472	3558
13 & over	0.135		4775	4882	5004

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.



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APPENDIX II

TEACHER EVALUATION/PROFESSIONAL GROWTH PROCESS

FORMATIVE Evaluation for Tenured Years 1 and 2

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

1. At the beginning of the school year, a meeting is held with all Year 1 and 2 staff to distribute the Teacher Standards, the Professional Growth Goal Form, and the Standards/Indicators Running Record. At this time the process is reviewed for goal sharing, collecting evidence of work toward goals, and standard-based growth.
 - A. Administrators will collect the completed Professional Growth Goal Form by the 3rd Friday of September.
 - B. A goal conference between the teacher and Administrator is scheduled and held by the last Friday of October.
 - C. The end-of-year goal conference between the teacher and Administrator is held by the first Friday of June.
2. In the initial goal setting process, the teacher establishes a minimum of one (1) individual goal for each of the six Teacher Standards (also a principal-directed goal and/or a team-based goal may be established). The Professional Growth Goal Form is used as follows:
 - A. The indicator under the standard is identified (ex. 1.1).
 - B. The goal is stated under Action Plan.
 - C. The goal's measurement is stated under Measureable Results.
 - D. The completed form is submitted to the Supervisor/Administrator no later than the 3rd Friday of September.
 - E. The goals are set in the Initial Goals Conference with the principal and reviewed/revised in the spring of the school year.
 - F. Once goals have been established, the teacher will review and revise the goals on a yearly basis.
3. Administrator monitors teacher's progress toward Teacher Standards-based goals by doing a minimum of three (3) classroom visits and/or observations in other venues to give feedback on professional goals and teacher performance. Documentation of and teacher response to observation(s) are recorded on the Standards/Indicator Running Record and shared with the teacher.
4. At the end of each school year, a conference with the teacher is held to discuss progress toward meeting each goal.
 - A. Goals may be amended based on teacher/principal reflection and discussion.
 - B. Preliminary goals are established for the next year's evaluation.



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TEACHER EVALUATION/PROFESSIONAL GROWTH PROCESS

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 school year, a meeting is held with all Year 1 and 2 staff to distribute the Teacher Standards, the Professional Growth Goal Form, the Pre-observation Form, the Standards/Indicators Running Record, and the Summative Evaluation. At this time the process is reviewed for goal sharing, collecting evidence of work toward goals, and standards-based growth.
 - A. Administrators will collect the completed Professional Growth Goal Form by the 3rd Friday of September.
 - B. A goal conference between the teacher and Administrator is scheduled and held by the last Friday of October.
 - C. The end-of-year goal conference between the teacher and Administrator is held by the first Friday of June.
 - D. Evaluations and conferences must be completed according to the timeline provisions of the CBA.
2. In the initial goal setting process, the teacher establishes a minimum of one (1) individual goal for each of the six (6) Teacher Standards (also a principal-directed goal and/or a team-based goal may be established). The Professional Growth Goal is used as follows:
 - A. The indicator under the standard is identified (ex. 1.1).
 - B. The goal is stated under Action Plan.
 - C. The goal's measurement is stated under Measureable Results.
 - D. The completed form is submitted to the Supervisor/Administrator no later than the 3rd Friday of September.
 - E. The goals are set in the Initial Goals Conference with the principal and reviewed/revised in the spring of the school year.
 - F. Once goals have been established, the teacher will review and revise the goals on a yearly basis.
3. Steps in the formal evaluation process include:
 - A. Observation dates are established.
 1. Pre-observation form is completed by the teacher.
 2. Pre-observation conference is held (A minimum of one pre-observation conference is held)
 - i. To clarify goals and context for lesson.
 - ii. To determine the evidence/documentation of student achievement within the lesson.
 - iii. To discuss the teaching and management strategies that will be used.
 - iv. To identify the focus for data collection.
 - B. Observations are conducted and the Administrator's observations are documented on Standards/Indicators Running Record.

- C. A post conference is held within ten (10) working days of the formal observation. (See the Collective Bargaining Agreement, Article 6.1.) The following should be discussed:
1. Using the Standards/Indicators Running Record
 - i. Summarize impressions of the lesson.
 - ii. Recall data to support those impressions.
 - iii. Analyze the observation data
 - iv. Synthesize the data/artifact(s) and decide next steps
 - v. Reflect upon the process and propose refinements.
 2. The teacher will date and initial the Standards/Indicators Running Record and be given a copy.

After all observations, the Summative Evaluation is prepared and shared with teacher, including a review of the teacher's professional goals and preliminary goals for the next school year.



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SUMMATIVE EVALUATION

Teacher's Name: _____ Grade/Subject: _____

Date(s) of Observation(s): _____

Building: _____ Evaluator: _____

Standard 1: Preparation and Content Knowledge

The effective teacher consistently plans and implements meaningful learning experiences for all students and consistently demonstrates competency in content area(s) to develop student knowledge and performance.

Strengths/Suggestions for improvement:

Standard 2: Instructional Strategies

The effective teacher understands and uses a variety of instructional strategies to encourage development of critical thinking, problem-solving, and performance skills.

Strengths/Suggestions for improvement:

Standard 3: Environment for Learning

The effective teacher consistently creates a safe and positive learning environment that encourages social interaction, civic responsibility, and active engagement in learning and self-motivation.

Strengths/Suggestions for improvement:

Standard 4: Student Assessment and Progress Monitoring

The effective teacher understands the importance and relevance of appropriate assessment strategies to support continued student growth and to inform instruction.

Strengths/Suggestion for improvement:

Standard 5: Collaborative Relationships

The effective teacher understands the role of community in education and develops and maintains collaborative relationship with colleagues, parents/guardians, and the community to support student learning and well-being.

Strengths/Suggestions for improvement:

Standard 6: Professional Responsibilities

The effective teacher engages in professional responsibilities and growth.

Strengths/Suggestions for improvement:

Summative Evaluation of Teacher

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

TEACHER STANDARDS/INDICATORS RUNNING RECORD

Teacher Name: _____ Summative: _____

Standard Areas

1. <u>Preparation and Knowledge</u> <i>The effective teacher consistently plans and implements meaningful learning experiences for all students and consistently demonstrates competency in content area(s) to develop student knowledge and performance.</i>	2. <u>Instructional Strategies</u> <i>The effective teacher understands and uses a variety of instructional strategies to encourage development critical thinking, problem-solving, and performance skills.</i>
3. <u>Environment for Learning</u> <i>The effective teacher consistently creates a safe and positive learning environment that encourages social interaction, civic responsibility, and active engagement in learning and self-motivation.</i>	4. <u>Student Assessment & Progress Monitoring</u> <i>The effective teacher understands the importance and relevance of appropriate assessment strategies to support continued student growth and to inform instruction.</i>
5. <u>Collaborative Relationships</u> <i>The effective teacher understands the role of community in education and develops and maintains collaborative relationship with colleagues, parents/guardians, and the community to support student learning and well-being.</i>	6. <u>Professional Responsibilities</u> <i>The effective teacher engages in professional responsibilities and growth.</i>

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): _____

<u>Date of Observation</u>	<u>Standard/Indicator</u>	<u>Observations, Strengths, and Areas Needing Improvement</u>

MISSOULA COUNTY PUBLIC SCHOOLS: PRE-OBSERVATION FORM

Name: _____ School/Administrator: _____ Date of Pre-conference: _____

Date(s)/Time(s) of Observation: _____ Grade Level/Curriculum Area Observed: _____

<p>1. What is it you want your students to learn (learning targets for the lesson)? How does the target support the MCPS curriculum?</p>	<p>4. What instructional materials, technology, or other resources will you use?</p>
<p>2. How do you engage students in the lesson? What will you do? What will the student do? You may attach the lesson plan.</p>	<p>5. How will you assess student understanding? How will you know if the students have learned the material?</p>
<p>3. What background, prior knowledge, and skill might need to be reviewed?</p>	<p>6. What will you do if the students haven't learned the targets? How will you extend and enrich the learning for students who have demonstrated proficiency?</p>

Teacher comments pertaining to observation setting. List any items you might want to call to the attention of the supervision administrator.

PROFESSIONAL GROWTH GOAL FORM **MCPS CERTIFIED STAFF**

Name: _____

Date: _____

Administrator: _____

In the first year, the teacher established a minimum of one individual goal for each of the 6 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 under the standard is identified (ex. 1.1).
2. The goal is stated under Action Plan.
3. The goal's measurement is stated under Measurable Results.
4. The completed form is submitted to the supervisor/administrator no later than the 3rd Friday of September.
5. The goals are set in the Initial Goals Conference with the principal and reviewed/ revised in the spring of the school year.

Goal Area	Action Plan	Measurable Results
Standard 1: Preparation and Content Knowledge Indicator: _____		
Standard 2: Instructional Strategies Indicator: _____		
Standard 3: Environment for Learning Indicator: _____		
Standard 4: Student Assessment and Progress Monitoring Indicator: _____		
Standard 5: Collaborative Relationships Indicator: _____		
Standard 6: Professional Responsibilities Indicator: _____		



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PLAN OF ASSISTANCE

Employee's Name: _____

Position: _____

Job Title: _____

School: _____

Prepared by: _____
Name Title Date

1. **Observations conducted on _____ indicated that the following factors are unsatisfactory:**

a) Deficiency #1

b) Deficiency #2

c) Deficiency #3

d) Deficiency #4

2. **Following is a plan necessary to remediate the unsatisfactory performance.**

The purpose of this plan is to outline a program and to bring together available resources to assist you in correcting the above-stated deficiencies.

My role as your supervisor will be to assist you and to monitor your progress. I will keep you informed of the progress you are making by meeting with you at every _____ Friday until _____.

Your role is to correct these deficiencies to the satisfaction of the district within the timeline of this Plan of Improvement. You are directed to follow this plan of assistance. The plan has been developed to assist you in correcting performance deficiencies.

Failure or unwillingness to improve or correct the above-stated deficiencies may result in my recommending disciplinary action up to and including termination.

a) To correct deficiency #1, the following expectations must be met by you:

b) To correct deficiency #2, the following expectations must be met by you:

c) To correct deficiency #3, the following expectations must be met by you:

d) To correct deficiency #4, the following expectations must be met:

Modifications to this plan may be made depending upon additional information or lack of need to continue any given requirements. Any additions or deletions will be made in writing to you as soon as possible.

All resources are at hand to accomplish the tasks listed above.

3. Progress toward achievement of the desired results will be monitored as follows:

1. I will observe and evaluate your work regularly and provide feedback and suggestions to you.
2. I will meet with you every Friday to review your progress and will provide written a written summary of my observations and suggestions.
3. (Fill in additional if needed)

4. Achievement of the desired results must be completed in a timely fashion by:

Date

Supervisor

Date

Teacher

Date

C: Personnel File

MCPS SALARY MATRIX 2016-2017

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	35367	36095	36822	37547	39375	40101	40829	41555
2	36923	37650	38378	39103	41303	42028	42755	43484
3	38478	39206	39933	40659	43229	43955	44683	45410
4	40034	40761	41486	42215	45155	45884	46610	47336
5	41588	42316	43041	43769	47083	47810	48538	49264
6	43144	43871	44596	45325	49010	49738	50465	51191
7	44699	45427	46153	46880	50939	51665	52391	53120
8	44699	46982	47709	48436	52866	53592	54319	55046
9	44699	46982	49264	49991	54792	55520	56246	56973
10	44699	46982	49264	51547	56719	57446	58174	58901
11	44699	46982	49264	52223	58646	59373	60101	60829
12	44699	46982	49264	52899	58646	61301	62028	62754
13	44699	46982	49264	53574	58646	61301	63955	64682
14	44699	46982	49264	54253	58646	61301	63955	66610
15	44699	46982	49264	54928	58646	61301	63955	68538
16	44699	46982	49264	55266	58646	61301	63955	69045
17	44699	46982	49264	55605	58646	61301	63955	69383
18	44699	46982	49264	56154	58646	61301	63955	69931
19	44699	46982	49264	56703	58646	61301	63955	70481
20	44699	46982	49264	57253	58646	61301	63955	71031
21	44699	46982	49264	57801	58646	61301	63955	71581
22	44699	46982	49264	58352	58646	61301	63955	72131
23	44699	46982	49264	59999	60034	61301	63955	73779
1 quarter credit = .67 semester credits								
1 semester credit = 1.5 quarter credits								

MCPS SALARY MATRIX 2017-2018

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	36163	36907	37650	38392	40261	41003	41748	42490
2	37754	38497	39242	39983	42232	42974	43717	44462
3	39344	40088	40831	41574	44202	44944	45688	46432
4	40935	41678	42419	43165	46171	46916	47659	48401
5	42524	43268	44009	44754	48142	48886	49630	50372
6	44115	44858	45599	46345	50113	50857	51600	52343
7	45705	46449	47191	47935	52085	52827	53570	54315
8	45705	48039	48782	49526	54055	54798	55541	56285
9	45705	48039	50372	51116	56025	56769	57512	58255
10	45705	48039	50372	52707	57995	58739	59483	60226
11	45705	48039	50372	53398	59966	60709	61453	62198
12	45705	48039	50372	54089	59966	62680	63424	64166
13	45705	48039	50372	54779	59966	62680	65394	66137
14	45705	48039	50372	55474	59966	62680	65394	68109
15	45705	48039	50372	56164	59966	62680	65394	70080
16	45705	48039	50372	56509	59966	62680	65394	70599
17	45705	48039	50372	56856	59966	62680	65394	70944
18	45705	48039	50372	57417	59966	62680	65394	71504
19	45705	48039	50372	57979	59966	62680	65394	72067
20	45705	48039	50372	58541	59966	62680	65394	72629
21	45705	48039	50372	59102	59966	62680	65394	73192
22	45705	48039	50372	59665	59966	62680	65394	73754
23	45705	48039	50372	61349	61385	62680	65394	75439

1 quarter credit = .67 semester credits

1 semester credit = 1.5 quarter credits

MCPS SALARY MATRIX 2018-2019

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	37067	37830	38591	39352	41268	42028	42792	43552
2	38698	39459	40223	40983	43288	44048	44810	45574
3	40328	41090	41852	42613	45307	46068	46830	47593
4	41958	42720	43479	44244	47325	48089	48850	49611
5	43587	44350	45109	45873	49346	50108	50871	51631
6	45218	45979	46739	47504	51366	52128	52890	53652
7	46848	47610	48371	49133	53387	54148	54909	55673
8	46848	49240	50002	50764	55406	56168	56930	57692
9	46848	49240	51631	52394	57426	58188	58950	59711
10	46848	49240	51631	54025	59445	60207	60970	61732
11	46848	49240	51631	54733	61465	62227	62989	63753
12	46848	49240	51631	55441	61465	64247	65010	65770
13	46848	49240	51631	56148	61465	64247	67029	67790
14	46848	49240	51631	56861	61465	64247	67029	69812
15	46848	49240	51631	57568	61465	64247	67029	71832
16	46848	49240	51631	57922	61465	64247	67029	72364
17	46848	49240	51631	58277	61465	64247	67029	72718
18	46848	49240	51631	58852	61465	64247	67029	73292
19	46848	49240	51631	59428	61465	64247	67029	73869
20	46848	49240	51631	60005	61465	64247	67029	74445
21	46848	49240	51631	60580	61465	64247	67029	75022
22	46848	49240	51631	61157	61465	64247	67029	75598
23	46848	49240	51631	62883	62920	64247	67029	77325
1 quarter credit = .67 semester credits								
1 semester credit = 1.5 quarter credits								



Forward Thinking, High Achieving.

2016-2017 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 8/25/2016 and ending 6/9/2017. 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, 2016 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



Forward Thinking, High Achieving.

2017-2018 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/__/2017 and ending 6/__/2018. 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, 2017 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.
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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



Forward Thinking, High Achieving.

2018-2019 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/__/2018 and ending 6/__/2019. 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, 2018 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.
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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



Forward Thinking, High Achieving.

TEACHER STANDARDS

March 2008

Missoula County Public Schools Mission

At Missoula County Public Schools (MCPS), our mission is to ensure that each student achieves his/her full and unique potential.

Teacher Standards are established to provide support to teachers so they are highly effective in their instruction.

Preparation and Content Knowledge

The effective teacher consistently plans and implements, meaningful learning experiences for all students and consistently demonstrates competency in content area(s) to develop student knowledge and performance.

Instructional Strategies

The effective teacher understands and uses a variety of instructional strategies to encourage development of critical thinking, problem solving, and performance skills.



Forward Thinking, High Achieving.

Environment for Learning

The effective teacher consistently creates a safe and positive learning environment that encourages social interaction, civic responsibility, active engagement in learning and self-motivation.

Standards for Teachers
are overarching goals and themes that provide a framework for what teachers should know and be able to do.

Student Assessment and Progress Monitoring

The effective teacher understands the importance and relevance of appropriate assessment strategies to support continued student growth and to inform instruction.

Collaborative Relationships

The effective teacher understands the role of the community in education and develops and maintains collaborative relationships with colleagues, parents/guardians, and the community to support student learning and well-being.

Professional Responsibilities

The effective teacher engages in professional responsibilities and growth.

Standard #1
Preparation and Content
Knowledge

The effective teacher consistently plans and implements, meaningful learning experiences for all students and consistently demonstrates competency in content area(s) to develop student knowledge and performance.

Performance Indicators

- 1.1 The teacher demonstrates knowledge of content and a variety of teaching strategies.
- 1.2 The teacher draws on formal and informal assessments as well as knowledge of human development to identify learning targets appropriate to the specific discipline, age, and range of cognitive levels being taught.
- 1.3 The teacher plans sequential units of study, individual lessons, and learning activities that make learning cumulative and advance the students level of content knowledge.
- 1.4 The teacher uses materials, resources, and available technologies to make subject matter accessible to students.
- 1.5 The teacher demonstrates enthusiasm for subject(s).
- 1.6 The teacher uses Montana Content Standards and Missoula County Public Schools Curriculum Standards to guide in the establishment of learning goals for each student.

Instructional Strategies The effective teacher understands and uses a variety of instructional strategies to encourage development of critical thinking, problem solving, and performance skills.	Environment for Learning The effective teacher consistently creates a safe and positive learning environment that encourages social interaction, civic responsibility, active engagement in learning and self-motivation.	Student Assessment and Progress Monitoring The effective teacher understands the importance and relevance of appropriate assessment strategies to support continued student growth and to inform instruction.	Collaborative Relationships The effective teacher understands the role of the community in education and develops and maintains collaborative relationships with colleagues, parents/guardians, and the community to support student learning and well-being.	Professional Responsibilities The effective teacher engages in professional responsibilities and growth.
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**Standard 2:
Instructional Strategies**

The effective teacher understands and uses a variety of instructional strategies to encourage development of critical thinking, problem solving, and performance skills.

Performance Indicators

- 2.1 The teacher demonstrates flexibility and responsiveness in adjusting instruction to meet student needs.
- 2.2 The teacher connects students' prior knowledge and interests in the instruction process.
- 2.3 The teacher uses a variety of resources, including available technologies, in the delivery of instruction.
- 2.4 The teacher varies his/her role in instructional process in relation to the content, purposes of instruction, and students' needs.
- 2.5 The teacher provides a variety of opportunities for students to apply and practice what is learned.

Environment for Learning

The effective teacher consistently creates a safe and positive learning environment that encourages social interaction, civic responsibility, active engagement in learning and self-motivation.

Student Assessment and Progress Monitoring

The effective teacher understands the importance and relevance of appropriate assessment strategies to support continued student growth and to inform instruction.

Collaborative Relationships

The effective teacher understands the role of the community in education and develops and maintains collaborative relationships with colleagues, parents/guardians, and the community to support student learning and well-being.

Professional Responsibilities

The effective teacher engages in professional responsibilities and growth.

Preparation and Content Knowledge

The effective teacher consistently plans and implements, meaningful learning experiences for all students and consistently demonstrates competency in content area(s) to develop student knowledge and performance.

**Standard 3:
Environment for Learning**

The effective teacher consistently creates a safe and positive learning environment that encourages social interaction, civic responsibility, active engagement in learning and self-motivation.

Performance Indicators

- 3.1 The teacher organizes, allocates and manages time, physical space, activities.
- 3.2 The teacher consistently engages students in appropriate experiences that support their development as a community of learners and responsible citizens.
- 3.3 The teacher establishes clear and consistent expectations for student behavior.
- 3.4 The teacher manages classroom routines and procedures efficiently.
- 3.5 The teacher promotes students' intrinsic motivation by providing relevant and developmentally appropriate learning experiences.
- 3.6 The teacher uses a range of instructional techniques which promote positive relationships and foster cooperation to establish a safe learning environment.

**Student
Assessment and
Progress
Monitoring**

The effective teacher understands the importance and relevance of appropriate assessment strategies to support continued student growth and to inform instruction.

**Collaborative
Relationships**

The effective teacher understands the role of the community in education and develops and maintains collaborative relationships with colleagues, parents/guardians, and the community to support student learning and well-being.

**Professional
Responsibilities**

The effective teacher engages in professional responsibilities and growth.

**Preparation and
Content
Knowledge**

The effective teacher consistently plans and implements meaningful learning experiences for all students and consistently demonstrates competency in content area(s) to develop student knowledge and performance.

**Instructional
Strategies**

The effective teacher understands and uses a variety of instructional strategies to encourage development of critical thinking, problem solving, and performance skills.

**Standard 4:
Student Assessment and
Progress Monitoring**

The effective teacher understands the importance and relevance of appropriate assessment strategies to support continued student growth and to inform instruction.

Performance Indicators

- 4.1 The teacher selects, constructs, and uses assessment strategies and instruments for diagnosis and evaluation of learning and instruction.
- 4.2 The teacher uses the results of assessments to reflect on and modify teaching.
- 4.3 The teacher works with other staff and building/district leadership to monitor student progress.
- 4.4 The teacher maintains appropriate and accurate records of student achievement.
- 4.5 The teacher communicates student progress to students, parents/guardians and colleagues as needed.

Collaborative Relationships

The effective teacher understands the role of the community in education and develops and maintains collaborative relationships with colleagues, parents/guardians, and the community to support student learning and well-being.

Professional Responsibilities

The effective teacher engages in professional responsibilities and growth.

Preparation and Content Knowledge

The effective teacher consistently plans and implements, meaningful learning experiences for all students and consistently demonstrates competency in content area(s) to develop student knowledge and performance.

Instructional Strategies

The effective teacher understands and uses a variety of instructional strategies to encourage development of critical thinking, problem solving, and performance skills.

Environment for Learning

The effective teacher consistently creates a safe and positive learning environment that encourages social interaction, civic responsibility, active engagement in learning and self-motivation.

**Standard 5:
Collaborative Relationships**

The effective teacher understands the role of the community in education and develops and maintains collaborative relationships with colleagues, parents/guardians, and the community to support student learning and well-being.

Performance Indicators

- 5.1 The teacher establishes collaborative relationships with colleagues, parents, and others in the community to support and enhance student learning and well-being.
- 5.2 The teacher draws on resources from colleagues, families, and the community to enhance student learning.
- 5.3 The teacher contributes to the educational community and demonstrates professional leadership.
- 5.4 The teacher establishes collaborative relationships with colleagues that lead to the opportunity to co-teach and co-plan.
- 5.5 The teacher collaborates with teachers, administrators, education specialists, and paraprofessionals to ensure that all students' diverse learning needs are met.

Professional Responsibilities

The effective teacher engages in professional responsibilities and growth.

Preparation and Content Knowledge

The effective teacher consistently plans and implements, meaningful learning experiences for all students and consistently demonstrates competency in content area(s) to develop student knowledge and performance.

Instructional Strategies

The effective teacher understands and uses a variety of instructional strategies to encourage development of critical thinking, problem solving, and performance skills.

Environment for Learning

The effective teacher consistently creates a safe and positive learning environment that encourages social interaction, civic responsibility, active engagement in learning and self-motivation.

Student Assessment/Progress Monitoring

The effective teacher understands the importance and relevance of appropriate assessment strategies to support continued student growth and to inform instruction.

**Standard 6:
Professional Responsibilities**

The effective teacher engages in professional responsibilities and growth.

Performance Indicators

- 6.1 The teacher establishes professional goals and pursues opportunities to develop current knowledge and skill and participates in the district's professional learning community.
- 6.2 The teacher reflects on teaching practices and evaluates own performance.
- 6.3 The teacher maintains a professional demeanor.
- 6.4 The teacher understands and acts consistently with education laws.
- 6.5 The teacher listens to evaluative feedback in a professional manner and is receptive to constructive suggestions.
- 6.6 The teacher balances professional responsibilities while maintaining their commitment to student learning.

**Preparation and
Content
Knowledge**

The effective teacher consistently plans and implements, meaningful learning experiences for all students and consistently demonstrates competency in content area(s) to develop student knowledge and performance.

**Instructional
Strategies**

The effective teacher understands and uses a variety of instructional strategies to encourage development of critical thinking, problem solving, and performance skills.

**Environment for
Learning**

The effective teacher consistently creates a safe and positive learning environment that encourages social interaction, civic responsibility, active engagement in learning and self-motivation.

**Student
Assessment and
Progress
Monitoring**

The effective teacher understands the importance and relevance of appropriate assessment strategies to support continued student growth and to inform instruction.

**Collaborative
Relationships**

The effective teacher understands the role of the community in education and develops and maintains collaborative relationships with colleagues, parents/guardians, and the community to support student learning and well-being.

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Afterward

The committee respectfully submits these teacher standards to the Missoula County Public Schools' Board of Trustees with the belief that it is our mission of ensuring that each student achieves his/her full and unique potential.