

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 Section 20-4-106, 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 as defined in Section 39-31-103, M.C.A.
 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 state laws and regulations. However, this does not incorporate these laws and regulations into this contract.

2-2 JUST CAUSE

Teachers may only be suspended without pay, reduced in compensation, dismissed or terminated as defined in Sections 20-4-204 or 20-4-207, M.C.A., for Just Cause. The teacher 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 Just 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:
- 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.
 - Differing points of view should be considered.
 - Opportunity should be provided for the development of critical thinking, the ability to detect propaganda and the ability to distinguish between fact and opinion.
 - The legitimacy of honest differences of opinion among individuals looking at the same evidence should be established.
 - One's right to change his/her opinion should be respected.
 - Pupils should be encouraged to withhold judgment until thorough study has been completed.
 - Emphasis should be placed on the right and necessity of forming independent judgments based on reasoning and the full use of all available information.
 - 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 area 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 the Building Administrator or his/her designee.
- 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 evaluations 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 teacher will be given a copy of the formal evaluation, and will sign the original to indicate that he/she has read the report. The teacher shall discuss with the evaluator(s) any questions he or she may have regarding the evaluation. Should the teacher have any disagreement with the contents of the evaluation, he/she may, within five (5)

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 changed by a committee consisting of three (3) representing the Association and three (3) representing the District, and 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 teacher made by a parent, student, or other person, which may be used in any manner in evaluating a teacher, will be called to the attention of the teacher 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.

ARTICLE 7: EMPLOYMENT

7-1 SCHOOL YEAR

Teachers will be employed for a period of not more than 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 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 (1/2) 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 G.

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. Recalled non-tenured *
 - 6. In-district voluntary transfers
 - 7. 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 the past practice and their interpretation of 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 termination, retirement, 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 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 A3 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 Just 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. Recalled Non-Tenured * (see Article 7-3, A., reference 5*)

6. 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.

7. Voluntary Transfers

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 separate letter for each position they are requesting, activating their application within five (5) 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 five (5) business days of the completion of the interview process, the Building Principal 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.

a. Voluntary Transfer During Summer Months

1. 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.
2. 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. Vacancies that occur during the summer will be posted at the Administration Building. 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.

b. Teacher Exchange

1. 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.
2. 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.
3. 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.

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.

7-4 TRANSFER ADVISORY COMMITTEE

The committee will be composed of five (5) teachers appointed by the Association President of his/her designee. The committee will meet with the Superintendent or designee a minimum of two (2) times per year and make an initial report to the Superintendent by March 1st of each year. The committee will provide input to the Superintendent or designee on the staffing plan for the ensuing year.

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 schedule Child Study Team meetings, Individualized Educational Program meetings and Section 504 meetings within the eight (8) hour work-day. However when these meetings extend beyond the eight (8) hour work-day, bargaining unit members may accrue comp. 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. Teachers chaperoning school dances outside the duty day will be on a voluntary basis and paid \$15.00 per dance; this, however, excludes extracurricular activities for which the teacher is already getting a stipend as listed in (A-1 through A-3). In the event there are insufficient numbers of volunteers, teachers may be assigned to chaperon on a rotational basis of all teachers at their respective schools at the rate of pay that is specified above.

- 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. The District will continue to study the distribution of preparation periods.

- 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 (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.
- K. On twelve (12) early-out days of the 2011-2012 School Year, teachers 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 teachers' preparation periods except by mutual consent. Specific dates for these twelve (12) days will be determined at the building level by the 30th of September. This language will sunset June 30, 2012.

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, handicap conditions, English Language Proficiency, cultural differences, and affective 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. Inequalities should be addressed through the PAC.
- 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 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 and transfer of the first personal leave day (making one hundred thirty-three (133) 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 including maternity, or illness of family, relative 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 2-18-619, M.C.A., 1989, 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 10-1-604, M.C.A., 1989, 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. Fifteen (15) inter-district visitations and thirty (30) half-day intra-district visitations will be permitted each year. Applications will be presented to the District Human Resources Office, and the District shall consult with a representative appointed by the Association prior to granting a visitation, so that the Association may have input into the process of selecting appropriate visitations and candidates.
- 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 (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.

The teacher shall receive the difference between his/her contract salary and the established daily rate of the regular substitute's pay or the daily rate of the long-term contracted substitute's pay (to be calculated at 75% of lane BA – 1, step 1 regardless of the actual substitute's contract pay) during the period that he or she is on extended leave.

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. A district representative and an association representative will jointly review requests for donated leave.

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 June 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 2-18-620, M.C.A.

F. Personal Leave

Each teacher may be granted up to six (6) personal leave days subject to the following:

1. The first day of leave will be at a no-deduct from a teacher's wage but will be deducted from his/her accumulated sick leave days; the next five (5) days of leave shall be at a rate equal to a full substitute pay rate deduct. 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. Additional time may be granted at full deduct at the Superintendent's discretion. The Superintendent's decision to grant additional leave is not grievable.
2. If it is necessary for a teacher to be away for personal reasons beyond the six (6) approved days, the teacher 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. An extension of leave must be approved by the Board of Trustees.
3. Personal leave applied for at the following times will not be granted unless the Board or its designee wishes to invoke the first paragraph of this Article.
 - 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.
4. 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.
5. 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.
6. 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.
7. Unused leave time granted under the provision shall not be cumulative.
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 (1/2) a day and it is not necessary to hire a substitute teacher. In these cases personal leave shall not be charged to the teacher.
10. All part-time employees will receive prorated personal leave benefits.

8-4 EMERGENCY LEAVE

Up to three (3) days of emergency personal leave, with the cost of the substitute pay deducted, 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 staff member 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 of the leave request.

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 1.5 percent, 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

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

ARTICLE 9: DUES DEDUCTION/FAIR SHARE

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 fair share 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. Fair Share

1. The Association, as the exclusive representative of all the members of the appropriate unit, will represent all teachers, Association members and nonmember, 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 and negotiation fee, as a condition of employment, to the local Association. This fee shall be determined by the Association according to Association policy and applicable court decisions. Part-time employees shall pay a pro-rata fee. In no circumstances shall the fee paid by the non-member be greater than the current unified dues required of regular Association members. Teachers who have elected other options under the 2005-06 CBA may elect to be grand-fathered under a previous Fair Share Service Agreement.
4. The Fair Share Service 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 20-3-331 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 (2011-2012) the Board agrees to pay six hundred fifty dollars (\$650) per month for eligible bargaining unit members towards the monthly premium of the District's group health and dental insurance plan. This increase will be a permanent increase of eleven dollars (\$11.00) per month and a one-time only increase of fourteen dollars (\$14.00) per month.

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

Employees working at least 50 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 60 percent (60%) of a regular, full-time position. Those working less than 60 percent (60%) but at least 50 percent (50%) shall receive prorated contributions. Those working less than 50 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 expires so long as he/she is on an 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 will:
 - 1. 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. Any credits which will apply toward an advanced degree in the current or related teaching field, more than half of the courses 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 personnel office not later than the 10th day of September 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. Their step placement will match the step placement of a District employee (teacher) who has the same number of years of District recognized teaching experience. 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 \$150.00 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 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.

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 (other than curriculum review work) 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). (1) Each participant in Summer Curriculum Review, including Department Heads, will receive a stipend. The stipend will be based upon 2% of the Base Salary at Step 1 on the current MEA Salary Schedule. With the exception that: Participants on Curriculum Review Committees in Fine Arts, Counseling, Library Media, and Theatre Arts will receive a stipend based upon 1% of the Base Salary at Step 1 on the current MEA Salary Schedule. The stipend will be paid upon completion of the Summer Curriculum Review. (2) Each participant in the School Year Curriculum Review, including Department Heads, will receive a stipend. The stipend will be based upon 2% of the Base Salary at Step 1 on the current MEA Salary Schedule. With the exception that: Participants on Curriculum Review Committees in Fine Arts, Counseling, Library Media, and Theatre Arts will receive a stipend based upon 1% 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. (3) Steering Committee members, excluding Department Heads, will receive an additional \$500.00 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 ninety (90) hours during one school year; however, this limitation does not apply to individual prep assignments.

The following identified curriculum review committees shall receive half (1/2) of the stipend(s) identified above and committee meeting time shall not exceed forty-five (45) hours.

- a. Fine Arts
- b. Counseling
- c. Library Media
- d. Theater Arts

All of the above mentioned extra-duty work shall be subject to the following conditions:

- a. There will be no compensation for work that is considered to be part of the normal responsibilities of the teaching position.
- b. There will be no additional compensation for duties performed within the work-day.
- c. Compensation will be granted for District committee work that is performed outside of the normal work-day.
- d. All compensated District work outside the work-day or school year by bargaining unit members must have prior approval from the Superintendent or designee(s).

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. 9 – 12 Prom Decorations Supervisors

Any staff member (maximum of three) who is involved in the decoration of the prom will be paid the following:

Index: .015 (should be advisors)

9-12 Care Team

The Care Team advisors (maximum of two per building) will have a duty-free period.

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 Chairs

The salary schedule for extra-curricular and department chair stipends are attached as Appendix A. A committee to review the indices/salaries for extra-curricular facilitators/coaches and department chairs 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. A committee to review the compression of the salary index and matrix will be formed by November 1, 2011. Members of the committee will include three (3) members from the bargaining unit and three (3) members from Administration.

- 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 one step and only one column per year. However, bargaining unit members may move more than one lane (column) if they have been awarded a Master's degree. These teachers will be placed in the MA+0 lane. 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
Any teacher who passes the test for National Board Certification will be paid an additional \$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.
- 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.

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 a 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

A District Discipline Committee will consist of not more than four (4) representatives of the Association and four (4) representatives of the School District. The committee will review current policies and practices regarding student discipline and make appropriate recommendations to the Superintendent and School Board.

A case of assault upon a teacher will be promptly reported to the Superintendent and School Board.

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.

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: REOPENING

Notice of Intent

If either party intends to alter the terms of this Agreement on July 1st, 2012, it will deliver written notice of this intention to the other party no later than December 15th, 2011.

ARTICLE 19: DURATION OF AGREEMENT

This Agreement will become effective upon ratification of both parties. The contract duration is July 1, 2011 to June 30, 2012.

THIS AGREEMENT is signed this _____ day of _____, 2011.

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			
SCHEDULE A-1		Base 2011-2012 = \$31,879			
BIG SKY, HELLGATE, SENTINEL					
# YEARS	0-3	4-7	8-11	12-15	16+
Scale Index	1	1.03	1.07	1.11	1.15
	x Index	x Index	x Index	x Index	x Index
ACTIVITY					2011-2012
	INDEX				SALARY
Art Club	0.041				1,307
Band					
Director	0.153				4,877
Marching Band Assistant	0.074				2,359
Basketball					
Head Coach	0.153				4,877
JV/Sophomore Coach	0.102				3,252
Frosh Coach	0.102				3,252
Cheerleader					
Head Coach	0.126				4,017
Assistant Coach	0.084				2,678
Cross Country					
Head Coach	0.095				3,029
Boys & Girls Cross Country					
Head Coach	0.126				4,017
Assistant Coach	0.065				2,072
DECA	0.073				2,327
Drama					
Director	0.153				4,877
Assistant	0.082				2,614
FFA	0.126				4,017
Football					
Head Coach	0.153				4,877
Assistant Coach	0.102				3,252
Frosh Coach	0.084				2,678

<u>Golf</u>	0.126				4,017
<u>Intramurals</u>	0.202				6,440
<u>Journalism</u>	0.096				3,060
<u>Key Club</u>	0.041				1,307

-

<u>Literary Publication</u>	0.014				446
<u>Model United Nations</u>	0.073				2,327
<u>Orchestra</u>	0.117				3,730
<u>National Honor Society</u>	0.041				1,307
<u>Soccer</u>					
Head Coach	0.123				3,921
Assistant Coach	0.084				2,678
<u>Softball</u>					
Head Coach	0.123				3,921
Assistant Coach	0.084				2,678
<u>Speech</u>					
Director	0.153				4,877
Assistant Director	0.082				2,614
<u>Student Government</u>	0.073				2,327
<u>Swimming</u>					
Head Coach	0.123				3,921
Assistant Coach	0.084				2,678
<u>Tennis</u>					
Head Coach	0.095				3,029
Assistant Coach	0.065				2,072
<u>Track</u>					
Head Coach	0.123				3,921
Assistant Coach	0.084				2,678
<u>Boys and Girls Track</u>					
Head Coach	0.163				5,196
Assistant Coach	0.084				2,678
<u>Vocal Music</u>	0.153				4,877

<u>Volleyball</u>					
Head Coach	0.144				4,591
Assistant Coach	0.094				2,997
Frosh Coach	0.094				2,997
<u>Wrestling</u>					
Head Coach	0.144				4,591
Assistant Coach	0.094				2,997
Frosh Coach	0.094				2,997
<u>Yearbook</u>	0.078				2,487

SCHEDULE A-2

SEELEY SWAN

EXTRA CURRICULAR LONGEVITY PAY SCALE			Salary = Base x Index		
SCHEDULE A-2			Base 2011-2012 = \$31,879		
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					2011-2012
	INDEX				SALARY
Band	0.130				4,144
Basketball					
Head Coach	0.130				4,144
JV/Soph Coach	0.087				2,773
Frosh Coach	0.087				2,773
Cheerleader	0.060				1,913
Chorus	0.130				4,144
Cross Country					
Head Coach	0.065				2,072
Assistant Coach	0.044				1,403
Boys & Girls Cross Country					
Head Coach	0.086				2,742
Assistant Coach	0.044				1,403
Drama	0.130				4,144
Football					
Head Coach	0.130				4,144
Assistant Coach	0.087				2,773
Frosh Coach	0.087				2,773
Golf	0.107				3,411
Intramurals	0.107				3,411
Journalism	0.082				2,614
National Honor Society	0.041				1,307

<u>Speech</u>	0.029				924
<u>Student Government</u>	0.062				1,976

<u>Track</u>					
Head Coach	0.109				3,475
Assistant Coach	0.073				2,327
<u>Boys and Girls Track</u>					
Head Coach	0.145				4,622
Assistant Coach	0.074				2,359
<u>Volleyball</u>					
Head Coach	0.130				4,144
Assistant Coach	0.084				2,678
Frosh Coach	0.084				2,678
<u>Wrestling</u>					
Head Coach	0.130				4,144
Assistant Coach	0.084				2,678
Frosh Coach	0.084				2,678
<u>Yearbook</u>	0.066				2,104

SCHEDULE A-3

DEPARTMENT CHAIRS

DEPARTMENT CHAIRPERSONS		Salary = Base X Index			
SCHEDULE A-3		Base 2011-2012= \$31,879			
For the purpose of Department Chairperson's compensation, all part-time FTE (full time equivalent) will be counted as full-time FTE. People who work in two (2) departments will be assigned to one (1) Department Chair. Job sharing situations counts as one (1) person.					
Number of FTE Supervised (does not include Department Chairs)	INDEX				2011-2012
1	0.028				893
2 - 4	0.057				1817
5 - 6	0.070				2232
7 - 12	0.096				3060
13 & over	0.135				4304

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 event that the teacher and immediate supervisor cannot agree on the approval of the plan, the teacher may request a review in writing, with a copy of the plan attached, within 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

APPENDIX I (continued)

Credits in course work on one lane of each the BA level and the MA level. One quarter credit will equal one 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

Teachers may file Professional Growth Plans as of September 11th. Individual teacher contracts will be modified to reflect horizontal advancement at the beginning of the following school year. Plans must be completed and filed no later than the 10th day of September.

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

APPENDIX II

PROCEDURAL GUIDELINES FOR OBSERVATION AND EVALUATION

It is understood that the Observation Guide is to be used as the first line communication of strength and suggestions for growth. The following guidelines must be considered:

1. Areas of strength should be noted and conveyed to the teacher.
2. Specific written suggestions for continued growth must be made when appropriate.
3. Good faith effort toward continued growth must be made by both the supervisor and teacher during the observation process.
4. Additional suggestions will be made whenever appropriate.
5. The Guide is to be used as an ongoing form, dated, with follow-up teacher conferences and opportunities for teacher response.

If the area(s) is deemed unsatisfactory after teacher-supervisor consultation, it must be noted on the Evaluation Report. Prior to placing "Unsatisfactory" on the Evaluation Report, the following must be observed for the evaluation:

1. Area(s) of unsatisfactory performance must be observed and documented consistently over a reasonable period of time.
2. Area(s) of unsatisfactory performance must be specifically identified in the narrative.
3. Evaluations will be performed by the immediate supervisor and may be in conjunction with another Administrator who has direct supervisory responsibilities over the teacher, or another individual who is brought in as an expert as a result of the initiation of a Plan of Assistance.

A Plan of Assistance is a specific list of steps enumerated by the supervisor to rededicate unsatisfactory performance to include:

1. Identification of the problem
2. A specific plan to rededicate the problem
3. Timelines
4. Closure

Each party may request that an observer be present during the presentation of the Plan of Assistance. The observer will not be a participant in the presentation.

APPENDIX II (continued)

TEACHER OBSERVATION GUIDE

Note: Teacher assignments differ; therefore, all of the statements listed may not be observed by the evaluator.

For the four (4) categories listed on the evaluation instrument, those factors that are going to be evaluated and measured in the evaluation need to be defined. Following are operative definitions for the four (4) categories listed on the generic instrument:

Instruction

- Share the objective and purpose of the lesson with students
- Provide instruction which includes skill/development related to the subject
- Adjust the difficulty level of instruction and students assignments to various levels of ability
- Attempt to make lessons interesting and challenging
- Use techniques which encourage critical thinking and communication
- Follow instructional objectives that are consistent with District goals and analysis
- Help students develop positive work habits, independent thinking, inquiry, and analysis
- Communicate clearly and correctly
- Maintain a classroom that reflects student involvement (i.e. bulletin boards, projects, etc.)
- Utilize various organization strategies (large groups, a small group, individual/independent study) to achieve lesson objectives
- Involve Administrators, counselors, social workers, resource teachers, and/or other remedial helpers in resolving student problems wherever appropriate

Management

- Establish and maintain order and discipline including:
 - Maintaining quiet when appropriate
 - Securing attention during instruction
 - Enforcing established rules
 - Encouraging student self-control, courtesy, and responsibility
 - Promoting reasonable standards of safety
- Reports student progress to parents, students and other appropriate professional personnel
- Organize textbooks, workbooks, media materials, and other resources in a manner which supports the objectives of the lesson
- Is timely in submitting reports, attending meetings, and reporting to work
- Observe rules, regulations, and policies of the District and school

Human Relationships

- Participate in resolving conflicts with students, parents, and staff members
- Contribute to the improvement of the school by presenting criticisms and suggestions in a positive manner
- Encourage tolerance of divergent values represented in the school and the larger society (ethnic, religious, political, cultural, etc.)
- Strive for fairness and consistency relating to students and others
- Encourage the development of a positive self-image in the student

Professional Preparation and Continued Growth

- Prepare effective lesson plans to meet District instructional objectives and provides adequate plans for substitute teachers
- Show interest in professional growth activities (e.g. workshops, seminars, professional reading, etc.)
- Participate in regularly scheduled District in-service

APPENDIX II (continued)

TEACHER OBSERVATION REPORT

Employee Name: _____
Last First Middle

Position: _____
Job Title School

Observed by: _____
Title Date

Comments, Strengths, and Areas of Needed Improvement:

Date at time of observations: _____

Date of Conference: _____

Response:

Teacher Date

APPENDIX II (continued)

TEACHER EVALUATION REPORT

Teacher's Name: _____

Observation Dates: _____

Building: _____

Grade/Subject: _____ **Evaluator:** _____

- I. INSTRUCTION (or ASSIGNMENT):** Conducts an instructional plan appropriate to the learner.
Demonstrates knowledge of curriculum and instruction.

Comments:

- II. MANAGEMENT:** Establishes and maintains rapport, order and discipline, reports student progress, and organizes materials.

Comments:

- III. HUMAN RELATIONSHIPS:** Establishes and maintains a positive relationship with student, staff, and parents.

Comments:

- IV. PROFESSIONAL PREPARATION AND CONTINUED GROWTH:** Demonstrates a background and knowledge of teaching principles and a commitment to professional growth.

- V. AREA(S) OF STRENGTH:**

Comments:

VII. GENERAL EVALUATION OF TEACHER (Summary):

I have reviewed this evaluation. 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 the personnel file.

_____	Response Recorded & Attached	_____ Employee's Signature	_____ Date
_____	No Response	_____ Evaluator's Signature	_____ Date



Forward Thinking, High Achieving.

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.



Forward Thinking, High Achieving.

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 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.



Forward Thinking, High Achieving.

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

<p>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></p>	<p>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></p>
<p>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></p>	<p>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></p>
<p>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></p>	<p>5. <u>Professional Responsibilities</u> <i>The effective teacher engages in professional responsibilities and growth.</i></p>

Administrator/Teacher Conferences

The teacher will date and initial at each conference.

Fall Goals Conference (date and initials):		
Spring Goals Conference (date and initials):		
Observation Conference (date and initials):		
Observation Conference (date and initials):		
Observation Conference (date and initials):		

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

PLAN OF ASSISTANCE

Employee's Name: _____

Position: _____ **School:** _____

Prepared by: _____
Name Title Date

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

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

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

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

4. Achievement of the desired results must be completed in a timely fashion by: _____
Date(s)

Supervisor

Date

Teacher

Date

MCPS SALARY MATRIX

2011-2012

QUARTER CR*	BA+0	BA+15	BA+30	BA+45	MA+0	MA+15	MA+30	MA+45
SEMESTER CR**	BA+0	BA+10	BA+20	BA+30	MA+0	MA+10	MA+20	MA+30
Step 1	31879	32534	33190	33844	35491	36145	36801	37456
Step 2	33281	33936	34592	35246	37228	37882	38538	39193
Step 3	34683	35338	35994	36648	38964	39619	40275	40931
Step 4	36085	36740	37394	38050	40701	41357	42012	42667
Step 5	37486	38142	38796	39452	42439	43094	43750	44404
Step 6	38888	39544	40198	40853	44176	44832	45486	46142
Step 7	40290	40946	41600	42256	45913	46569	47223	47879
Step 8	40290	42348	43003	43658	47651	48305	48961	49616
Step 9	40290	42348	44404	45060	49388	50042	50698	51354
Step 10	40290	42348	44404	46462	51124	51780	52436	53091
Step 11	40290	42348	44404	47071	52861	53517	54173	54828
Step 12	40290	42348	44404	47681	52861	55255	55910	56564
Step 13	40290	42348	44404	48290	52861	55255	57647	58302
Step 14	40290	42348	44404	48900	52861	55255	57647	60040
Step 15	40290	42348	44404	49509	52861	55255	57647	61777
Step 16	40290	42348	44404	49814	52861	55255	57647	62234
Step 17	40290	42348	44404	50120	52861	55255	57647	62538
Step 18	40290	42348	44404	50615	52861	55255	57647	63034
Step 19	40290	42348	44404	51110	52861	55255	57647	63529
Step 20	40290	42348	44404	51605	52861	55255	57647	64025
Step 21	40290	42348	44404	52100	52861	55255	57647	64519
Step 22	40290	42348	44404	52595	52861	55255	57647	65015
Step 23	40290	42348	44404	54081	54112	55255	57647	66501

1 quarter credit = .67 semester credit

1 semester credit = 1.5 quarter credits

Teachers placed at Steps BA+45 and MA+45 during the 2010-2011 School Year will receive a one-time only stipend of three hundred dollars (\$300) for the 2011-2012 School Year.

This language will sunset on June 30, 2012.