

COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF TRUSTEES
Arlee Joint School District No. 8

And

ARLEE FEDERATION OF TEACHERS,
Local 3362
MFPE, NEA, AFT, AFL-CIO

Fiscal Year 2020, 2021, 2022
School Years 2019-2020, 2020-2021, 2021-2022

Original

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ARTICLE I – RECOGNITION

1.1 The Board of Trustees, Joint School District #8, hereinafter referred to as the Board, agrees to recognize the Arlee Federation of Teachers, hereinafter referred to as the Federation, as the Exclusive Representative of the teachers K-12, counselors, school psychologists, and librarians. The Arlee Federation of Teachers is affiliated with MEA-MFT, NEA, AFT, and AFL-CIO.

1.2 Excluded Employees of the Board shall be:

- A. The Superintendent and principals (part-time principals whose primary duties are instructional rather than administrative in nature, i.e., those who teach more than halftime, shall not be excluded),
- B. Substitute teachers (as defined in ARM 10.55.716),
- C. Casual or temporary employees, (temporary meaning employees who will be employed with the District for less than 30 days),
- D. Supervisors as defined in the School Laws of Montana (39-31-103, MCA, 2005) (part-time supervisors whose primary duties are instructional rather than administrative in nature, i.e., those who teach half-time or more, shall not be excluded. Pay for part-time duties shall be commensurate with the time spent beyond that for which the teacher is already paid for instructional duties.),
- E. All other non-professional employees.

1.3 The Federation recognizes that the Board has and shall retain the right to manage and operate its affairs except as limited by this Agreement in such areas but not limited to:

- A. Direct employees,
- B. Hire, promote, transfer, assign, and retain employees,
- C. Relieve employees from duties because of lack of work or funds under conditions where continuation of such work would be inefficient and non-productive,
- D. Maintain the efficiency of district operations,
- E. Determine the methods, means, job classifications, and personnel, by which district operations are to be conducted,
- F. Take whatever actions may be necessary to carry out the missions of the District in situations of emergency,
- G. Establish the methods and processes by which work is performed.

ARTICLE II-GRIEVANCE PROCEDURE

2.1. Definitions:

- A. A grievance shall mean a complaint by an employee that there has been a violation of the provisions of this Agreement.
- B. As used in this article, the term "employee" shall mean: (1) A member of the bargaining unit; (2) several bargaining unit members having the same grievance; or (3) the Arlee Federation of Teachers.
- C. Grievances arising from practices other than those covered by this contract such as interpretation of board policy and practice will be handled through proper channels. (Teacher to principal to superintendent to board).
- D. As used herein, "days" shall mean calendar days with the exception of Fridays when teachers are not scheduled to work, Saturdays, Sundays, and scheduled school holidays and breaks during the school years as set forth in the adopted annual school calendar. During the summer recess, all calendar days with the exception of state holidays, Saturdays and Sundays will count.

2.2 Purpose:

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to any grievance(s) which may arise.
- B. Nothing herein contained will be construed as limiting the right of any employee of the bargaining unit to discuss any matter informally with the appropriate member of the administration.

2.3 Grievance Procedure:

STEP 1: Within fourteen (14) days after a grievance occurs or could likely have been discovered, the aggrieved employee(s) or the Federation representative(s) shall discuss the grievance with the appropriate school supervisor. It shall be discussed verbally, and if settled, no further action will be taken.

STEP 2: If such grievance cannot be settled, it may be submitted in writing as a formal grievance to the school superintendent within fourteen (14) days of receipt of denial from Step 1. The school superintendent shall respond in writing within fourteen (14) days. The superintendent may, at his/her discretion, hold a hearing on the grievance.

STEP 3: If no settlement can be reached at Step 2, the grievance may be presented in writing to the Chairman of the School Board within fourteen (14) days of receipt of notice from Step 2. The aggrieved party and the School Board or a subcommittee thereof shall meet within thirty (30) calendar days to resolve the grievance, and the Chairman of the Board shall respond in writing within twenty-one (21) calendar days following the meeting.

STEP 4: Should the Arlee Federation consider the decision of the Board to be unsatisfactory, the Arlee Federation shall, within ten (10) days of receipt of such decision, notify the Board in writing of its intention to have such grievance referred to arbitration.

STEP 5: Within fifteen (15) days after such written notice of intention is delivered to the Board, the Federation shall call on the Board of Personnel to provide a list of seven (7) arbitrators to the parties. The decision of the arbitrator shall be final and binding on both parties.

2.4 Rules of Grievance Processing:

- A. A grievance presented at Step 2 shall be dated and signed by the aggrieved employee presenting it.
- B. Grievances must be filed and advanced in accordance with the time limitations contained in this Article. If the time limitations are not complied with, the right to pursue a grievance further is immediately waived. Time limits at any step of this grievance procedure may be extended only by written mutual agreement of the parties.
- C. A grievance presented in writing shall contain a complete statement of the facts on which the grievance is based, a citation of the specific contract language violated, and the remedy or correction requested.
- D. An employee shall have the right to have representation, as necessary, at any step of this procedure and shall so notify the Employer.
- E. After a grievance has been submitted to arbitration, the grievant and the Federation waive any right to pursue against the school district an action or complaint in another legal forum that seeks the same remedy. If the grievant or Federation files a complaint or other action in another legal forum against the school district, arbitration seeking the same remedy may not be filed or pursued.

2.5 Arbitration Procedure:

- A. Each party shall be entitled to strike two (2) names from the list in alternate order and the name so remaining shall be the arbitrator.
- B. Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants a transcript from the proceedings of the arbitration, the party requesting the transcript shall pay all costs.
- C. No arbitrator has the power to add to, detract from, or modify the terms of this Agreement.
- D. Jurisdiction: The arbitrator shall have jurisdiction over grievances properly presented to 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 violative of the terms of this Agreement. Nor shall he/she have authority to impose upon the district any obligation the district has not assumed as evidenced by a provision in 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.

- E. Function: The function of the arbitrator shall be to adjudicate controversies involving alleged violations of a specific Article or Section of this Agreement.

ARTICLE III – LEAVES

3.1 Medical Leave:

Teachers of Arlee School District #8 shall be eligible for medical leave benefits. Part-time teachers and/or teachers hired after school begins will receive prorated medical leave benefits based upon the number of hours assigned.

3.2 Medical Leave Use:

Medical leave may be used for absences due to illness or injury or medical appointment of the employee or immediate dependent family. Immediate dependent family includes those residing in the household who would be dependent on the employee in case of illness and/or injury. The employee may use up to the total accumulative medical leave or fifteen (15) days, whichever is smaller, for serious illness of spouse, parents, surrogate parents, brothers, sisters, children, grandchildren, grandparents, like relatives by marriage, and parents of dependent children. Surrogate parents shall be listed with the District at the time this Contract takes effect or at the time of employment. Serious illness will be illness where death is a likely possibility or where the presence of the worker would be of benefit to the patient's emotional well-being.

3.3 Medical Leave Accumulation:

At the beginning of each school year each teacher shall be credited with fifteen (15) days medical leave per year. Medical leave may accumulate to a maximum of one hundred fifteen (115) days total. Teachers may not carry over more than one hundred (100) days of medical leave from one contract year to the subsequent contract year. At the conclusion of the contract year, medical leave in excess of one hundred (100) days will be paid out to the teacher at the rate of twenty-five percent (25%) of the teacher's daily rate, unless the teacher donates all or a portion of the excess medical leave to the Medical Leave Bank, as provided in Article 3.4 of this Agreement. For the purposes of this section, the daily rate is equivalent to [teacher's salary/159 (instructional + PIR days)]. The hourly rate is equivalent to [teacher's daily rate/8.75].

3.4 Certified Medical Leave Bank

The maximum number of days per year in the medical leave bank shall be determined by the Medical Leave Committee and Administration in conjunction with the AFT. This leave may be used to cover personal illness or illnesses of the immediate family. Each Teacher may individually donate days of medical leave from her/his accumulated medical leave to the Teachers' Medical Leave Bank as directed in writing and signed by the Teacher Donor. The Medical Leave Bank Committee will manage the Medical Leave Bank and inform the District Clerk when days are donated and when days are used.

Contributions to the Medical Leave Bank are voluntary and once made are irrevocable. The Certified Medical Leave Bank Guidelines are posted on the school website under *Staff=Union=Documents*. You may also contact your AFT President.

3.5 Medical Leave Justification:

Teachers absent for more than five (5) consecutive days due to illness will be required to furnish the School District a medical certificate from a licensed physician indicating absence was due to illness, in order to qualify for medical leave pay. After twenty (20) consecutive working days of medical leave, the teacher will provide a re-issuance of the medical certificate by the attending physician in order to receive further medical leave pay.

3.6 Medical Leave Extension:

In cases of serious or long term sickness or injury, the Board may, at the sole discretion of the Board, extend leave benefits by charging only the substitute's pay against the teacher or extending full leave benefits.

3.7 Medical Leave for Bereavement:

Teachers shall be allowed up to five (5) days of accumulated medical leave for bereavement for each occurrence of death of any person mentioned in Article 3.2. Upon request, the teacher may use up to ten (10) additional days for bereavement. The District shall be reimbursed by the teacher through payroll deduction the amount of the substitute's pay for any of the ten (10) additional days used.

3.8 Personal and Emergency Leave:

Teachers shall be granted five (5) days per year for personal and emergency leave. Up to three (3), no more than two (2) from any building, teachers may be granted personal leave on the day preceding or the day following a vacation. Requests for personal leave on the day preceding and/or the day following vacations will be considered in the order received. Requests for emergency leave shall be considered on a case by case basis. The granting of personal and emergency leave is contingent only upon the availability of a substitute and requires prior notice given to the building principal. Part-time and/or teachers hired after school begins will receive prorated personal leave benefits based upon the number of hours worked. Teachers can carry over one (1) day of unused personal/emergency leave from one year to the next to a maximum of six (6) days per year. Teachers may be paid out at the end of the year on their certified contract for a.) all remaining personal days or b.) reserve one (1) day to carry over and cash out remaining personal days. For the purposes of this section, the daily rate is equivalent to [teacher's salary/159 (instructional + PIR days)]. The hourly rate is equivalent to [teacher's daily rate/8.75].

3.9 Extended Leave:

Leave from school may be granted for one quarter (1/4) school year, or more, up to one (1) year for such reasons as public service, family illness, military service, childbirth or infant adoption, or other reasons deemed justifiable by the Board. The length of the leave will be commensurate with the reasons for absence. Status of teachers on extended leave on salary schedule and teaching position is not to be reduced because of the absence. The teacher is entitled to return to his/her former position or to a

substantially equivalent position if it is not available. Teachers on extended leave must notify the Board of Trustees in writing by April 1st of the preceding year that they intend to return to the District in the fall of the subsequent school year.

3.10 Professional Leave:

- A. Professional leave is to be used for attending workshops, meetings, school visitations, or other such professional growth activities as the administration may approve. Thirty-five (35) days will be allotted total for each year. A committee shall be formed in the elementary school and a committee formed in the high school to decide on individual requests for use of the professional leave. The committees jointly shall settle any dispute on which area a teacher belongs in, high school or elementary. All professional leave taken by teachers will count toward the thirty-five-day limit, regardless of where it is funded.
- B. The Federation may appoint both committees to consist of no less than three (3) members, with the building principal serving as ex-officio member with voting rights. If the Federation does not form said committees, then the decisions shall be made by the building principal.
- C. The Board may, at the recommendation and request of the Superintendent, extend or increase, without establishing a precedent, the number of days allotted for professional leave. In such cases, it shall be the Board's prerogative concerning assigning of the additional days to personnel.
- D. The District, may at its sole discretion, assign teachers to attend professional growth activities in addition to those included in and considered pursuant to this section.

3.11 President Leave:

The President of the Arlee Federation of Teachers or his/her representative will be allowed leave for Federation business equal to four (4) school days. No more than two (2) days may be used in any work week. The Federation will be responsible for the cost of the substitute. The Federation President will notify the administration at least four (4) days in advance of his/her intent to use the leave.

3.12 Leave Abuse:

Abuse of leave could result in disciplinary action. Abuse will be defined as: The act of using leave for reasons other than listed in Article III.

3.13 Leave Without Pay:

Teachers requesting leave without pay will present such requests to the Superintendent and all personal leave must be exhausted prior to such request for leave without pay. Such requests will be considered on a case-by-case basis and will establish no precedence.

3.14 Leave During Last Week of School:

Teachers should not request personal or unpaid leave during the last five days of the school year. Consideration of such leave requests will be limited to unusual or emergency situations and will be considered on a case-by-case basis without establishing precedent.

ARTICLE IV - SABBATICAL LEAVE

4.1 Teachers with a minimum of seven (7) years of teaching experience in the Arlee School District may apply for a period of one (1) year (school contract term) leave of absence subject to the following provisions:

- A. Sabbatical leave shall be granted by the Arlee School District for educational travel, research work related to the teaching major, and/or for attendance at a college or university to further the teacher's education.
- B. The teacher's travel, research work or area of study must be related to the improvement of the professional ability of the teacher as well as an improvement in the standard instruction in the School District. The educational program, research or travel for the improvement of professional ability must be outlined and submitted as part of an application for this leave according to the procedure in Section F of this Article.
- C. Only two (2) teachers per year may be granted this leave.
- D. Priority of Sabbatical Leave will be granted according to:
 - 1. Seniority: Teachers with the most years' teaching experience in the Arlee School District.
 - 2. Date of Application: If two teachers with equal teaching experience in the Arlee School District apply for sabbatical leave, the teacher submitting the application first will be granted leave.
- E. Sabbatical leave can be applied for every seven (7) years for as long as a teacher remains in the School District. Such leave is not accumulative.
- F. Applications for sabbatical leave must be filed in the Superintendent's office on or before the January Board meeting the year prior to the year of the sabbatical leave.
- G. Teachers on sabbatical leave will be granted pay equal to 55% of their previous year's salary, paid in three (3) equal installments, September 15, January 15, and March 15.
- H. If a teacher does not fulfill the program jointly agreed upon by the administration and teacher, and approved by the Board, he/she must pay back the full amount received plus interest on same at the prevailing bank rate.

- I. A teacher who has been granted a sabbatical leave must agree to return to the District for a minimum of two (2) years.
- J. Graduate Credits earned while on Sabbatical Leave may be used for horizontal movement on the salary schedule if they meet the criteria found in Section 6.3 of this Agreement. However, the time the teacher is on Sabbatical Leave will not count as experience for vertical movement on the salary schedule. A teacher on Sabbatical Leave will be granted one (1) year of seniority if the Sabbatical Leave is successfully completed.

ARTICLE V - NOON DUTY

Teachers shall be allowed their noon duty lunches without expense when they are assigned to supervision on the playground or in the buildings during the lunch hour. The district will hire two classified staff to help perform noon duties in order to reduce the burden on teachers for such duties. The parties will develop a rotating noon duty schedule that incorporates the noon duty aides.

ARTICLE VI - PROFESSIONAL COMPENSATION

6.1 Salaries:

The basic salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the time between the effective dates of this contract as established in **Section 17.1**.

6.2 Payroll:

- A. Payroll checks shall be issued no later than the tenth (10th) of each month. If the 10th falls on a weekend, the checks will be issued the previous Friday.
- B. Teachers may exercise the option of having checks issued on a ten, or twelve-month basis.

6.3 Credit Advancement:

- A. After initial placement on the salary schedule, if teachers earn additional credits sufficient to advance the teacher on the salary schedule, documentation must be submitted to the Superintendent no later than October 1. This documentation may be in the form of an official transcript or course grade slip.
- B. Recognition of teachers' credits for advancement on the salary schedule shall be individual classes or a planned program mutually agreed upon between the teacher and administration before the classes are scheduled. The administration shall approve only

such classes or programs as they apply to the teachers' positions with the District and will benefit their service to the District.

- C. For purposes of advancement on the salary schedule, ten (10) semester credits equals fifteen (15) quarter credits. When converting quarter credits to semester credits the fractional amount of .333 will not be considered half; .666 will be considered one-half and .999 will be rounded up to the next whole number.
- D. Teachers employed by the District who have only earned a provisional teaching certification will be placed in the BA +00 salary lane, and will be granted only step increases until a standard certification is awarded. Teachers will not change salary placement during the course of a contract year.

6.4 National Board Certification Reimbursement:

Teachers will receive an \$1,800 annual stipend for completion and current maintenance of National Board Certification status.

6.5 Previous Experience:

Newly employed teachers may be granted up to ten (10) years on the salary schedule for prior teaching experience. Newly hired teachers may be placed on the salary lane appropriate to their educational preparation, for example a person with a master's degree may be placed on the MA lane; a teacher with a bachelor's plus 15 credit hours may be placed on the BA+ 15 lane.

ARTICLE VII - INSURANCE

7.1 Insurance Contribution:

The School District will contribute \$725.00 per month, from July 1, 2019 to June 30, 2020, for each fulltime participating teacher for insurance benefits including an IRS Section 125 flexible benefit plan. Any additional monies required over and above the School District's contribution for insurance premiums or other benefits shall be deducted from the employee's paycheck/the appropriate IRS Section 125 flexible benefit plan. All eligible teachers may participate in the insurance plan selected in Section 7.2 provided the carrier will cover said teacher(s). Teachers who do not participate in the insurance plan are not eligible for any benefits/District contributions provided in this Article. Part-time participating teachers for insurance, teaching at least half-time, will receive District contributions on a prorated basis to a full-time teacher. **(See also 17.1 and 17.2).**

7.2 Insurance Committee:

A committee comprised of four (4) teachers, preferable one from each building, one (1) Superintendent or designated appointee, District Clerk, and Assistant District Clerk will recommend the insurance carrier, policy, IRS Section 125 plan, flexible benefit plan, tax sheltered annuities, and administrators for those policies/plans. The Board of Trustees shall consider the recommendation of this committee when it selects insurance carrier(s), policy(ies), benefit plan(s), annuities and administrator(s).

7.3 District Obligation:

It is understood that the School District's only obligation is to pay the above stated amount or a prorated amount pursuant to Section 7.1 as stated above. The District shall not be liable for any claim made against it as a result of a denial of insurance benefits/IRS Section 125 plan/flexible benefit plan/tax plan, policy or administrator. The District makes no expressed or implied warrantee as to the performance of any annuity/insurance policy/flexible benefit plan/IRS Section 125 plan/carrier/administrator. **(See also 17.1).**

7.4 Eligibility for Contributions:

A teacher is eligible for School District contributions as provided in this Article once the teacher has reported for work and shall remain eligible for as long as the teacher has received compensation (Wage) during the preceding three (3) months. All District contributions shall cease effective upon the employee's last working day. The District shall continue insurance contributions during the months of June, July and August for those teachers who resign or retire from the district but fulfill the terms of their individual contract.

7.5 IRS Section 125/Flexible Benefit Plan/Tax Sheltered Annuity:

A flexible benefit plan/IRS Section 125 plan/tax sheltered annuity shall be established as provided by Section 7.2 above for employees who wish to participate. The School District shall pay the set-up fee and the annual review cost of these plans/annuities. The participating employee shall pay the monthly continuation fee. The plan shall include (subject to the carrier, administrator or policy):

1. Health care costs not paid by group insurance;
2. Insurance premiums not paid by the employer;
3. Dependent care costs, including qualified children and elders; and/or,
4. Other insurance options.

7.6 Retired Teachers:

Retired teachers from the Arlee School District may elect to continue the same coverage. They must pay the School Clerk the monthly premium by the fifth (5th) of each month. A retired teacher is defined as a teacher drawing Montana Teachers Retirement, Public Employees Retirement, Social Security, or teachers considered retired prior to July 1, 2003.

ARTICLE VIII - EXTRA-CURRICULAR AND CO-CURRICULAR and CO-CURRICULAR COMPENSATION

- 8.1** Extra-Curricular and Co-Curricular Pay Schedule per activity is attached hereto as Appendix C.

8.2 Regular Payment:

Extra-Curricular and Co-Curricular pay for each position filled by the Board of Trustees will be in accordance with the compensation schedule contained in Appendix C of this Agreement. (See also 17.1).

8.3 Supplemental Payments:

Post season games/tournaments require the coach to practice for and attend all games/meets. No coach may receive more than one supplemental payment per tournament/meet. Emergencies will be prorated.

- A. In addition to the compensation provided for in Appendix C, a head football coach shall receive an additional \$300.00 per post-season game for which the team qualifies and participates in. Assistant football coaches will receive an additional \$150.00 for each post-season game which the team qualifies and participates in.
- B. In addition to the compensation provided for in Appendix C, the head basketball/volleyball coaches shall receive an additional \$300.00 per tournament for which the team qualifies and participates in. The first tournament for which the team is automatically seeded, does not count for supplemental payment. Assistant basketball and volleyball coaches, who qualify under this provision, shall receive an additional \$150.00 per tournament as per the conditions of this paragraph.
- C. In addition to the compensation provided for in Appendix C, a head wrestling coach shall receive an additional \$300.00 per post season tournament he/she is required to attend. An assistant wrestling coach shall receive an additional \$150.00 per post season tournament he/she is required to attend. The first tournament for which the team is automatically seeded does not qualify for supplemental payment.
- D. In addition to the compensation provided for in Appendix C, a head track coach shall receive an additional \$300.00 per post season MHSA sponsored track meet he/she is required to attend. An assistant track coach shall receive an additional \$150.00 per post season MHSA sponsored track meet he/she is required to attend. The first tournament/track meet for which the team is automatically seeded does not qualify for supplemental payment.
- E. In addition to the compensation provided for in Appendix C, a Head Music Director shall receive an additional \$300.00 when she/he is required to accompany a student who qualifies for and participates in the State Music Festival and/or All Northwest Music Festival. An Assistant Music Director will receive an additional \$150.00 for each State Music Festival and/or All Northwest Music Festival that he/she is required to attend.

8.4 Extra-Curricular and Co-Curricular Contracts:

The District shall offer an Extra-Curricular and Co-Curricular contract to returning head coaches or advisors of a salaried activity in Appendix C whom the Board selects to rehire before June 1. Extra-Curricular and Co-Curricular contracts shall be offered to returning assistant coaches and Junior High coaches of a salaried activity in Appendix C whom the Board selects for rehire before July 1.

8.5 Payment Options:

Teachers may elect to receive their Extra-Curricular and Co-Curricular pay in a lump sum at the end of the respective season or in twelve (12) monthly installments. Teachers shall be paid upon satisfactory completion of an Extra-Curricular and Co-Curricular activity and after the equipment, supply inventory, necessary reports and records are filed and checked to be satisfactory by the appropriate supervisor and following the signatures of the principal or superintendent. If the teacher has elected to receive the Extra-Curricular and Co-Curricular pay in twelve (12) installments and has not satisfactorily completed the activity as discussed above, his/her final check shall be reduced as appropriate.

8.6 Drivers' Education:

The Drivers' Education Teacher shall receive 8.7% of a B.A. + 15 salary of his/her experience for one semester of drivers' training, plus an extra six (6) hours pay for each student over sixteen (16) students per semester. The number of the students shall be counted at the end of the first quarter. Each hour shall be considered 1/14th of the total semester base.

8.7 Proportional Payment:

If an activity is dropped due to a lack of interest or funds, the staff member will be paid a salary proportionate to the time worked in practice and preparation.

8.8 Consolidation:

The School District at its discretion, may add, modify, delete or consolidate Extra-Curricular and Co-Curricular positions. If positions are consolidated, compensation will be paid for only one position.

8.9 Recommendations:

Head Coaches are encouraged to make recommendations to the Athletic Director/Superintendent regarding the appointment of Assistant and Junior High School Coaches for their respective sports. Such recommendations should be submitted in a timely manner to allow their consideration by the School District Administration and Board of Trustees.

ARTICLE IX - EARLY RETIREMENT

9.1 Eligibility:

Teachers may elect to accept early retirement after twenty-five (25) years of teaching experience, twenty (20) of which must have been in the Joint School District #8. They shall receive compensation during subsequent years according to Appendix B in this Contract. To be eligible, the teacher must file the resignation letter no later than the regular January Board meeting.

- A. Only two (2) teachers per year, but not more than one (1) teacher from the high school, may be allowed this early retirement incentive.

B. Priority to early retirement incentive will be granted according to:

1. Seniority: Teachers with the most years' teaching experience in the Arlee School District.
2. Date of Applications: If two teachers with equal teaching experience in the Arlee School District apply for early retirement, the teacher submitting the application first will be granted early retirement incentive.

9.2 Contract:

When the teacher retires, he/she will sign a contract showing the payments due in each year of the Agreement. Prior to the beginning of each year (July 1), the retiree or spouse may choose to have the health insurance payments deducted from his/her salary for that year.

9.3 Survivors:

If the retiree dies during the period of the retirement agreement, the spouse or dependent children will receive full payment for the remainder of that year and 75% payment for each year thereafter. Dependent children must be under nineteen (19) years of age or enrolled in school and under twenty-three (23) years of age.

9.4 Payment:

The retiree may choose to take the payment in one (1), four (4), or twelve (12) payments. Payment times will be as follows:

One payment	-	July Payroll
Four Payments	-	July, October, January and April Payrolls
Twelve Payments	-	One each month or same as employed teachers

Failure of the retiree to select one of the foregoing options when making application will result in the selection of the first option, (July Payroll), by default.

9.5 Schedule:

Retirement schedule is given in Appendix B of this Contract.

ARTICLE X – NEGOTIATION FEE

10.1 Payment:

It is agreed that a teacher who does not become a member of the Arlee Federation and its affiliates by November 15 shall be required as a condition of employment to pay a fee determined by the union that is a percentage of the total dues for Federation membership. The monies will be submitted to the local AFT treasurer. The Federation agrees to calculate and provide dues and representation fee amounts to the district clerk.

10.2 Obligation:

The Federation agrees to indemnify and hold harmless the District, the board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, all court costs and attorney's fees arising out of the provisions in this Agreement between the parties for the administration and application of the negotiation fee. The defense of any such claims, demands, suits or other forms of liability shall be under the control of the Federation and its attorneys.

ARTICLE XI - SEVERANCE PAY

11.1 Payment:

School District #8J shall pay to each certified staff member who has fulfilled his/her last individual teaching contract immediately prior to his/her retirement, resignation or termination from the District, thirty percent (30%) of the daily rate of pay for unused accumulated medical leave up to one hundred (100) days. Those employees who have not completed his/her last individual contract shall forfeit the balance of accrued medical leave or thirty (30) days whichever is less. This severance pay will be paid by August 1 of the fiscal year following retirement, resignation, or termination.

11.2 Terminated Teachers:

The provisions outlined in 11.1 above shall not apply to teachers terminated for immorality, unfitness, incompetence or a violation of the adopted policies of the Board of Trustees.

ARTICLE XII - PROMOTION, VACANCY, TRANSFER & NEW POSITIONS

12.1 Definition:

A vacancy is any (1/2) .5 FTE or greater teaching position in the District which has not been filled by the reassignment of a tenured employee whose former position is no longer available.

12.2 Temporary Vacancies

Any vacancy which opens after the fifteenth (15th) student day of the school year may be filled by the District for the remainder of the school year without compliance with the provisions of Section 12.3 below.

12.3 Permanent Vacancies:

Any vacancy or new position for the succeeding school year or any vacancy or new position opening during the first fifteen (15) days of the school year shall be filled as follows:

- A. Notice of vacancy or new position shall be posted by the District with a copy sent to the President of the Arlee Federation of Teachers.

- B. Teachers who are qualified to work in a particular grade level or department may apply in writing for openings in that grade level or department.
- C. The District shall fill permanent vacancies based on the following criteria: qualifications and longevity with the District. In determining qualifications, the District may only consider a candidate's training, education, evaluations, recommendations of supervisors, results of interviews, and experience. For purposes of this Article only, longevity with the District shall include all continuous years of service as a teacher under contract with the District.

12.4 Transfers:

In the event the District finds it necessary to transfer teachers, the teacher involved shall be given the opportunity to discuss the transfer with the Superintendent and the Board of Trustees.

ARTICLE XIII - REDUCTION IN FORCE

13.1 Provisions:

In the event the District shall determine the need to have a reduction in force, the following provisions shall apply:

- A. The District shall determine which instructional curricular, Extra- Curricular and Co-Curricular or other program s will be maintained, reduced, increased or eliminated.
- B. Necessary staff reductions shall be achieved through the following means and order:
 - 1. Normal attrition from retirement and resignation.
 - 2. Part-time, non-tenured teachers provided there are tenure teachers on staff with the necessary qualifications to perform the duties of the non-tenure teacher.
 - 3. Full-time, non-tenured teachers provided there are tenure teachers on staff with the necessary qualifications to perform the duties of the non-tenure teacher.
 - 4. Tenured. teachers, assuming program, qualification demands, certification and the ability to perform work are prime criteria. In the case of teachers employed with grant funds previous experience will be used as additional prime criteria. These factors being equal, seniority shall prevail.

13.2 Seniority:

For purposes of this Article seniority shall mean the number of years of continuous service, excluding summer session and extended employment, commencing with the date of hiring. Part-time teachers shall accrue seniority on a prorated basis. Authorized leaves of absence allowed by the School District will not affect the employee's seniority.

13.3 Renewal:

Nothing in this Agreement shall be construed as to restrict the Board in its statutory authority (Sections 20-4-206, MCA), to renew or not renew the individual contracts of non-tenured teachers.

13.4 Recall:

Tenured teachers dismissed due to a reduction in force shall be recalled in reverse order of dismissal for positions for which they qualify. Such recall rights shall continue for 24 months from last date of employment and shall be forfeited if the teacher fails to report for work within two weeks of being notified of recall. The District shall fill its recall notice obligation by mailing an offer of recall to the teacher's last known address by certified mail - return receipt requested.

ARTICLE XIV - TEACHERS' RIGHTS

14.1 Copies of materials to be placed in a teacher's personnel file shall be provided to the teacher. Teachers are encouraged to review their files and supply responses to materials on file or to be filed. Teachers may reproduce any materials in their personnel files, which files represent the complete personnel files of the District on said teacher. If a teacher feels a statement in the file is made contrary to fact, he/she may request through proper channels that this material be withdrawn from the file. If his/her request for withdrawal is denied, he/she may pursue the matter through the grievance procedure herein.

14.2 Appearances before the Employer. A teacher will be entitled to have a representative present during an investigatory meeting, or a meeting which may adversely affect the teacher's employment.

14.3 Just Cause. Nothing in this provision shall limit the Board's authority to non-renew a non-tenured teacher. No tenured teacher will be disciplined or discharged without just cause.

ARTICLE XV - EFFECT & SCOPE OF AGREEMENT

15.1 Amendments:

During the term of this Agreement, it may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and the Federation in a written and signed amendment to this Agreement.

15.2 Savings Clause:

If any provision of this Agreement or any application thereof to any teacher is finally held to be contrary to law by a court of competent jurisdiction, then such provisions or applications shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either the Board or

the Federation, negotiations shall commence at a time mutually agreeable in order to alter said section(s) according to the concerns of the parties.

15.3 Scope of Agreement:

This Agreement constitutes the entire agreement between the parties and no verbal statements or past practices shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed by the parties hereto. The parties further acknowledge that during the course of collective bargaining each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provisions of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

16.1 Copies:

Copies of this Agreement will be presented to the Federation President and Chief Negotiator after the Agreement is signed and will be presented to new teachers before they sign their contracts and all remaining teachers on orientation and organizational day at the start of the school year.

16.2 Evaluation:

Evaluation and the method of evaluation is a continual process. Both parties agree to continued mutual study and revision in order to best meet the expectations of teacher employment and of the instructional program. Teacher evaluation procedures and instruments will be developed in consultation with the teaching staff and be subject to ratification vote by the entire staff and before application. Non-tenured teachers will receive two (2) evaluations per year, i.e. first evaluation completed by November 15 and second evaluation completed by March 15. Tenured teachers will receive one (1) evaluation every two (2) years, completed by March 15 of their evaluation year. See evaluation tools in **Appendix D**.

16.3 Non- Traditional Workday:

A teacher requesting a non-traditional work schedule will present such request to the Board. Such requests will be considered on a case-by-case basis.

16.4 Work Day and Year:

Work Day: The work day will be 8.75 hours, 7:30 a.m. to 4:15 p.m., Monday through Thursday, with the exception of after-school activities as approved by the administrator of each building.

Work Year: The work year is defined by the school calendar which is created by collaboration between school administration and the MEA/AFT, and approved by the Board of Trustees.

ARTICLE XVII - DURATION OF AGREEMENT

17.1 Effective Dates:

This Agreement shall be effective upon ratification by the Federation once it has been ratified by the Board July 1, 2019 whichever is later and shall continue in full force and effect until June 30, 2022.

17.2 Reopening:

This Agreement will be reopened for negotiation proceedings for a successor Agreement when either party gives notice to the other party of its intent to renegotiate one or more provisions of this Agreement on or before the first day of April prior to the expiration date of this Agreement. Any portion of this Agreement may be reopened during the term of this Agreement by mutual consent of the Board and Federation.

Article 7.1 may be negotiated on an annual basis if a party gives written notice to the other party of its intent to renegotiate Article 7.1 of this Agreement on or before the first day of April in each successive year covered by this Agreement. This annual re-opener allowance is limited to the provisions of Article 7.1 and may not be invoke for the purposes of negotiating any other term or condition of this Agreement.

This agreement is signed this _____ day of

_____, 2019. IN WITNESS THEREOF:

For the Arlee Federation of Teachers

For the Board of Trustees
Joint School District #8

President

Chairperson

Secretary

District Clerk

APPENDIX A: SALARY SCHEDULE FY 2020

Base salary for FY 2020 will be \$31,262; based upon the following matrix

	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30
0	1	1.0407	1.0797	1.1001	1.1204	1.1593	1.2	1.239
1	1.0354	1.0797	1.1213	1.1435	1.1656	1.2072	1.2514	1.2903
2	1.0708	1.1187	1.1629	1.1868	1.2107	1.2551	1.3028	1.3417
3	1.1062	1.1576	1.2045	1.2302	1.2559	1.303	1.3542	1.393
4	1.1416	1.1966	1.2461	1.2736	1.3011	1.3508	1.4056	1.4443
5	1.177	1.2355	1.2877	1.317	1.3462	1.3987	1.457	1.4957
6	1.2124	1.2745	1.3193	1.3604	1.3914	1.4466	1.5083	1.547
7	1.2477	1.3134	1.3709	1.4038	1.4266	1.4945	1.5597	1.5983
8	1.2831	1.3524	1.4125	1.4472	1.4818	1.5423	1.6111	1.6496
9		1.3914	1.4542	1.4906	1.5269	1.5902	1.6625	1.701
10		1.4303	1.4958	1.534	1.5721	1.6381	1.7139	1.7523
11			1.5374	1.5773	1.6173	1.686	1.7653	1.8036
12			1.579	1.6207	1.6652	1.7338	1.8167	1.855
13			1.6206	1.6641	1.7076	1.7817	1.868	1.9063
14			1.6622	1.7075	1.7528	1.8296	1.9194	1.9576
15			1.7039	1.7509	1.798	1.8775	1.9708	2.009
	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30
0	\$31,262	\$32,534	\$33,754	\$34,391	\$35,026	\$36,242	\$37,514	\$38,734
1	\$32,369	\$33,754	\$35,054	\$35,748	\$36,439	\$37,739	\$39,121	\$40,337
2	\$33,475	\$34,973	\$36,355	\$37,102	\$37,849	\$39,237	\$40,728	\$41,944
3	\$34,582	\$36,189	\$37,655	\$38,459	\$39,262	\$40,734	\$42,335	\$43,548
4	\$35,689	\$37,408	\$38,956	\$39,815	\$40,675	\$42,229	\$43,942	\$45,152
5	\$36,795	\$38,624	\$40,256	\$41,172	\$42,085	\$43,726	\$45,549	\$46,759
6	\$37,902	\$39,843	\$41,244	\$42,529	\$43,498	\$45,224	\$47,152	\$48,362
7	\$39,006	\$41,060	\$42,857	\$43,886	\$44,598	\$46,721	\$48,759	\$49,966
8	\$40,112	\$42,279	\$44,158	\$45,242	\$46,324	\$48,215	\$50,366	\$51,570
9		\$43,498	\$45,461	\$46,599	\$47,734	\$49,713	\$51,973	\$53,177
10		\$44,714	\$46,762	\$47,956	\$49,147	\$51,210	\$53,580	\$54,780
11			\$48,062	\$49,310	\$50,560	\$52,708	\$55,187	\$56,384
12			\$49,363	\$50,666	\$52,057	\$54,202	\$56,794	\$57,991
13			\$50,663	\$52,023	\$53,383	\$55,700	\$58,397	\$59,595
14			\$51,964	\$53,380	\$54,796	\$57,197	\$60,004	\$61,198
15			\$53,267	\$54,737	\$56,209	\$58,694	\$61,611	\$62,805

Steps 0-2 are grayed out. All employees who were on the schedule for FY2012 and located in the gray area were automatically moved to step 3 and remained in their respective lanes. All new employees, beginning in FY2012, will be placed at step 3 and their respective lane, as supported by transcripts, regardless if the District hires the new employee at a lesser step. **All employees who move from the gray area to step 3 will remain at step 3 until their years of experience warrant another step.**

Example: Current or new employee is hired at step 1, BA+15. The employee's salary would be the salary reflected in step 3, BA+15. The employee, if rehired year to year would remain at step 3 for the next two years, and would move to step 4, in the fourth year.

APPENDIX A: SALARY SCHEDULE FY 2021

Base salary for FY 2021 will be \$31,887; based upon the following matrix

	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30
0	1	1.0407	1.0797	1.1001	1.1204	1.1593	1.2	1.239
1	1.0354	1.0797	1.1213	1.1435	1.1656	1.2072	1.2514	1.2903
2	1.0708	1.1187	1.1629	1.1868	1.2107	1.2551	1.3028	1.3417
3	1.1062	1.1576	1.2045	1.2302	1.2559	1.303	1.3542	1.393
4	1.1416	1.1966	1.2461	1.2736	1.3011	1.3508	1.4056	1.4443
5	1.177	1.2355	1.2877	1.317	1.3462	1.3987	1.457	1.4957
6	1.2124	1.2745	1.3193	1.3604	1.3914	1.4466	1.5083	1.547
7	1.2477	1.3134	1.3709	1.4038	1.4266	1.4945	1.5597	1.5983
8	1.2831	1.3524	1.4125	1.4472	1.4818	1.5423	1.6111	1.6496
9		1.3914	1.4542	1.4906	1.5269	1.5902	1.6625	1.701
10		1.4303	1.4958	1.534	1.5721	1.6381	1.7139	1.7523
11			1.5374	1.5773	1.6173	1.686	1.7653	1.8036
12			1.579	1.6207	1.6652	1.7338	1.8167	1.855
13			1.6206	1.6641	1.7076	1.7817	1.868	1.9063
14			1.6622	1.7075	1.7528	1.8296	1.9194	1.9576
15			1.7039	1.7509	1.798	1.8775	1.9708	2.009
	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30
0	\$31,887	\$33,185	\$34,428	\$35,079	\$35,726	\$36,967	\$38,264	\$39,508
1	\$33,016	\$34,428	\$35,755	\$36,463	\$37,167	\$38,494	\$39,903	\$41,144
2	\$34,145	\$35,672	\$37,081	\$37,843	\$38,606	\$40,021	\$41,542	\$42,783
3	\$35,273	\$36,912	\$38,408	\$39,227	\$40,047	\$41,549	\$43,181	\$44,419
4	\$36,402	\$38,156	\$39,734	\$40,611	\$41,488	\$43,073	\$44,820	\$46,054
5	\$37,531	\$39,396	\$41,061	\$41,995	\$42,926	\$44,600	\$46,459	\$47,693
6	\$38,660	\$40,640	\$42,069	\$43,379	\$44,368	\$46,128	\$48,095	\$49,329
7	\$39,785	\$41,880	\$43,714	\$44,763	\$45,490	\$47,655	\$49,734	\$50,965
8	\$40,914	\$43,124	\$45,040	\$46,147	\$47,250	\$49,179	\$51,373	\$52,601
9		\$44,368	\$46,370	\$47,531	\$48,688	\$50,707	\$53,012	\$54,240
10		\$45,608	\$47,697	\$48,915	\$50,130	\$52,234	\$54,651	\$55,876
11			\$49,023	\$50,295	\$51,571	\$53,761	\$56,290	\$57,511
12			\$50,350	\$51,679	\$53,098	\$55,286	\$57,929	\$59,150
13			\$51,676	\$53,063	\$54,450	\$56,813	\$59,565	\$60,786
14			\$53,003	\$54,447	\$55,892	\$58,340	\$61,204	\$62,422
15			\$54,332	\$55,831	\$57,333	\$59,868	\$62,843	\$64,061

Steps 0-2 are grayed out. All employees who were on the schedule for FY2012 and located in the gray area were automatically moved to step 3 and remained in their respective lanes. All new employees, beginning in FY2012, will be placed at step 3 and their respective lane, as supported by transcripts, regardless if the District hires the new employee at a lesser step. **All employees who move from the gray area to step 3 will remain at step 3 until their years of experience warrant another step.**

Example: Current or new employee is hired at step 1, BA+15. The employee's salary would be the salary reflected in step 3, BA+15. The employee, if rehired year to year would remain at step 3 for the next two years, and would move to step 4, in the fourth year.

APPENDIX A: SALARY SCHEDULE FY 2022

Base salary for FY 2022 will be \$32,206; based upon the following matrix

	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30
0	1	1.0407	1.0797	1.1001	1.1204	1.1593	1.2	1.239
1	1.0354	1.0797	1.1213	1.1435	1.1656	1.2072	1.2514	1.2903
2	1.0708	1.1187	1.1629	1.1868	1.2107	1.2551	1.3028	1.3417
3	1.1062	1.1576	1.2045	1.2302	1.2559	1.303	1.3542	1.393
4	1.1416	1.1966	1.2461	1.2736	1.3011	1.3508	1.4056	1.4443
5	1.177	1.2355	1.2877	1.317	1.3462	1.3987	1.457	1.4957
6	1.2124	1.2745	1.3193	1.3604	1.3914	1.4466	1.5083	1.547
7	1.2477	1.3134	1.3709	1.4038	1.4266	1.4945	1.5597	1.5983
8	1.2831	1.3524	1.4125	1.4472	1.4818	1.5423	1.6111	1.6496
9		1.3914	1.4542	1.4906	1.5269	1.5902	1.6625	1.701
10		1.4303	1.4958	1.534	1.5721	1.6381	1.7139	1.7523
11			1.5374	1.5773	1.6173	1.686	1.7653	1.8036
12			1.579	1.6207	1.6652	1.7338	1.8167	1.855
13			1.6206	1.6641	1.7076	1.7817	1.868	1.9063
14			1.6622	1.7075	1.7528	1.8296	1.9194	1.9576
15			1.7039	1.7509	1.798	1.8775	1.9708	2.009
	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30
0	\$32,206	\$33,517	\$34,773	\$35,430	\$36,084	\$37,336	\$38,647	\$39,903
1	\$33,346	\$34,773	\$36,113	\$36,828	\$37,539	\$38,879	\$40,303	\$41,555
2	\$34,486	\$36,029	\$37,452	\$38,222	\$38,992	\$40,422	\$41,958	\$43,211
3	\$35,626	\$37,282	\$38,792	\$39,620	\$40,448	\$41,964	\$43,613	\$44,863
4	\$36,766	\$38,538	\$40,132	\$41,018	\$41,903	\$43,504	\$45,269	\$46,515
5	\$37,906	\$39,791	\$41,472	\$42,415	\$43,356	\$45,047	\$46,924	\$48,171
6	\$39,047	\$41,047	\$42,489	\$43,813	\$44,811	\$46,589	\$48,576	\$49,823
7	\$40,183	\$42,299	\$44,151	\$45,211	\$45,945	\$48,132	\$50,232	\$51,475
8	\$41,324	\$43,555	\$45,491	\$46,609	\$47,723	\$49,671	\$51,887	\$53,127
9		\$44,811	\$46,834	\$48,006	\$49,175	\$51,214	\$53,542	\$54,782
10		\$46,064	\$48,174	\$49,404	\$50,631	\$52,757	\$55,198	\$56,435
11			\$49,514	\$50,799	\$52,087	\$54,299	\$56,853	\$58,087
12			\$50,853	\$52,196	\$53,629	\$55,839	\$58,509	\$59,742
13			\$52,193	\$53,594	\$54,995	\$57,381	\$60,161	\$61,394
14			\$53,533	\$54,992	\$56,451	\$58,924	\$61,816	\$63,046
15			\$54,876	\$56,389	\$57,906	\$60,467	\$63,472	\$64,702

Steps 0-2 are grayed out. All employees who were on the schedule for FY2012 and located in the gray area were automatically moved to step 3 and remained in their respective lanes. All new employees, beginning in FY2012, will be placed at step 3 and their respective lane, as supported by transcripts, regardless if the District hires the new employee at a lesser step. **All employees who move from the gray area to step 3 will remain at step 3 until their years of experience warrant another step.**

Example: Current or new employee is hired at step 1, BA+15. The employee's salary would be the salary reflected in step 3, BA+15. The employee, if rehired year to year would remain at step 3 for the next two years, and would move to step 4, in the fourth year.

APPENDIX B: EARLY RETIREMENT PAYMENT MATRIX

YEARS TAUGHT	25	26	27	28	29	30
PAYMENT YEARS						
1	.22	.22	.22	.22	.22	.22
2	.18	.18	.18	.18	.18	
3	.18	.18	.18	.18		
4	.15	.15	.15			
5	.15	.15				
6	.11					

See Contract reference 9.1 – 9.4

Early retirement payments will be figured on the retiree's last contract.

APPENDIX C: EXTRACURRICULAR & COCURRICULAR PAY SCHEDULE PER ACTIVITY 2019-2020

SALARY = % BASE X INDEX

BASE = \$31,262

# Years	0 -- 1	2 -- 4	5 -- 6	7 -- 8	9 --11	12 --14	15 +
Scale Index	1	1.0354	1.0708	1.1062	1.1416	1.177	1.2124
11%	\$3,439	\$3,561	\$3,682	\$3,804	\$3,926	\$4,047	\$4,169
9%	\$2,814	\$2,913	\$3,013	\$3,112	\$3,212	\$3,312	\$3,411
8%	\$2,501	\$2,589	\$2,678	\$2,767	\$2,855	\$2,944	\$3,032
7%	\$2,188	\$2,266	\$2,343	\$2,421	\$2,498	\$2,576	\$2,653
6%	\$1,876	\$1,942	\$2,009	\$2,075	\$2,141	\$2,208	\$2,274
5%	\$1,563	\$1,618	\$1,674	\$1,729	\$1,784	\$1,840	\$1,895
4%	\$1,250	\$1,295	\$1,339	\$1,383	\$1,428	\$1,472	\$1,516

Extra-

Curricular

(Football, Volleyball, Cross Country, Wrestling, Basketball, Track, Speech & Debate)

Varsity	
Head	Assist
11%	8%
JH	
Head	Assist
6%	4%
Cheer/Dance	7%

as of now, no assistant for S&D

Co-Curricular

PEP Band-Music Dir.	Head	Assist
	8%	5%
FCCLA/Drama/BPA/NHS/HOSA	7%	
Yearbook	9% w/o class	7% w/class

APPENDIX C: EXTRACURRICULAR & COCURRICULAR PAY SCHEDULE PER ACTIVITY 2020-2021

SALARY = % BASE X INDEX

BASE = \$31,887

# Years	0 -- 1	2 -- 4	5 -- 6	7 -- 8	9 --11	12 --14	15 +
Scale Index	1	1.0354	1.0708	1.1062	1.1416	1.177	1.2124
11%	\$3,508	\$3,632	\$3,756	\$3,880	\$4,004	\$4,128	\$4,253
9%	\$2,870	\$2,971	\$3,073	\$3,175	\$3,276	\$3,378	\$3,479
8%	\$2,551	\$2,641	\$2,732	\$2,822	\$2,912	\$3,002	\$3,093
7%	\$2,232	\$2,311	\$2,390	\$2,469	\$2,548	\$2,627	\$2,706
6%	\$1,913	\$1,981	\$2,049	\$2,116	\$2,184	\$2,252	\$2,320
5%	\$1,594	\$1,651	\$1,707	\$1,764	\$1,820	\$1,877	\$1,933
4%	\$1,275	\$1,321	\$1,366	\$1,411	\$1,456	\$1,501	\$1,546

Extra-

Curricular

(Football, Volleyball, Cross Country, Wrestling, Basketball, Track, Speech & Debate)

Varsity	
Head	Assist
11%	8%
JH	
Head	Assist
6%	4%
Cheer/Dance	7%

as of now, no assistant for S&D

Co-Curricular

PEP Band-Music Dir.	Head	Assist
	8%	5%
FCCLA/Drama/BPA/NHS/HOSA	7%	
Yearbook	9% w/o class	7% w/class

APPENDIX C: EXTRACURRICULAR & COCURRICULAR PAY SCHEDULE PER ACTIVITY 2021-2022

SALARY = % BASE X INDEX

BASE = \$32,206

# Years	0 -- 1	2 -- 4	5 -- 6	7 -- 8	9 --11	12 --14	15 +
Scale Index	1	1.0354	1.0708	1.1062	1.1416	1.177	1.2124
11%	\$3,543	\$3,668	\$3,793	\$3,919	\$4,044	\$4,170	\$4,295
9%	\$2,899	\$3,001	\$3,104	\$3,206	\$3,309	\$3,412	\$3,514
8%	\$2,576	\$2,668	\$2,759	\$2,850	\$2,941	\$3,033	\$3,124
7%	\$2,254	\$2,334	\$2,414	\$2,494	\$2,574	\$2,653	\$2,733
6%	\$1,932	\$2,001	\$2,069	\$2,138	\$2,206	\$2,274	\$2,343
5%	\$1,610	\$1,667	\$1,724	\$1,781	\$1,838	\$1,895	\$1,952
4%	\$1,288	\$1,334	\$1,379	\$1,425	\$1,471	\$1,516	\$1,562

Extra-

Curricular

(Football, Volleyball, Cross Country, Wrestling, Basketball, Track, Speech & Debate)

Varsity	
Head	Assist
11%	8%
JH	
Head	Assist
6%	4%
Cheer/Dance	7%

as of now, no assistant for S&D

Co-Curricular

PEP Band-Music Dir.	Head	Assist
	8%	5%
FCCLA/Drama/ BPA/NHS/HOSA	7%	
Yearbook	9% w/o class	7% w/class

APPENDIX D: Evaluation Tools

Tenured Teacher Evaluation

- o Notify teachers of evaluation year during August PIR days. Date completed: _____
- o Complete the Professional Responsibilities and Goals Conference by Sept. 30th. Date completed: _____

Needs to be completed between the dates of Oct. 1st and March 15th

- o Perform Snapshot before formal observation. Date completed: _____
- o Complete the Pre-Observation form. Date completed: _____
- o Complete the Formative Observation. Date completed: _____
- o Complete the Post-Observation Conference. Date completed: _____
- o Perform Snapshot after formal observation. Date completed: _____

Needs to be completed between the dates of March 16th and May 31st

- o Complete Summative Evaluation Conference and Goals. Date completed: _____
- o If needed complete the Improvement Plan Conference. Date completed: _____

Non-tenured Teacher Evaluation

- o Notify teachers of evaluation year during August PIR days. Date completed: _____
- o Complete the Professional Responsibilities and Goals Conference by Sept. 30th. Date completed: _____

Needs to be completed between the dates of Oct. 1st and Nov. 15th

- o Perform Snapshot before formal observation. Date completed: _____
- o Complete the Pre-Observation form. Date completed: _____
- o Complete the Formative Observation. Date completed: _____
- o Complete the Post-Observation Conference. Date completed: _____

Needs to be completed between the dates of Nov. 16th and March 15th

- o Perform Snapshot before formal observation. Date completed: _____
- o Complete the Pre-Observation form. Date completed: _____
- o Complete the Formative Observation. Date completed: _____
- o Complete the Post-Observation Conference. Date completed: _____

Needs to be completed between the dates of March 16th and May 31st

- o Complete Summative Evaluation Conference and Goals. Date completed: _____
- o If needed, complete the Improvement Plan Conference. Date completed: _____

Teacher Professional Responsibilities and Goals Form

Teacher:
Grade(s):
Evaluator:

School Year:
Subject Area(s):

Section 1

Complete Section 1 of the form and bring with you to the initial Professional Responsibilities and Goals Conference.

1.1 Develop three measurable goals that pertain to your students' needs and/or your professional growth.

1.2 Identify the measurable indicators and methods of measurement you will use to show student progress or personal progress towards meeting the goals listed in 1.1.

1.3 List professional learning, including activities and/or courses that will help you meet the goals listed in 1.1.

1.4 How do you plan on communicating with all stakeholders about student progress and classroom information?

1.5 List other information you would like to share with your evaluator.

Teachers need to keep record of their goal progress by storing artifacts and evidence aligned with the goals listed in 1.1.

Date of Conference:

Teacher Signature:

Date:

Evaluator Signature:

Date:

Snapshot Form

Teacher:
Grade/Class:

Date:
Evaluator:

DOMAIN 1: Planning and Preparation

1a. Demonstrating knowledge of content and pedagogy: Y N N/A

1b. Demonstrating knowledge of students: Y N N/A

DOMAIN 2: The Classroom Environment

2b. Establish a culture for learning: Y N N/A

2d. Managing student behavior: Y N N/A

DOMAIN 3: Instruction

3c. Engaging students in learning: Y N N/A

3e. Demonstrating flexibility and responsiveness: Y N N/A

Notes:

Pre-Observation Form

Teacher:
Grade(s):
Evaluator:

School Year:
Subject Area(s):

Date of Observation:

Time of Observation:

Before the Formal Observation, complete this form and provide a copy to your evaluator. Attach your detailed lesson plan, assessments and other applicable documents.

1. How does this lesson fit into the sequence of learning in your classroom?

2. How will you determine student progress in meeting the goals for this lesson?

3. For the class as a whole, what challenges are presented and how will you address them?

4. Additional comments or information that you would like to share with your evaluator.
(Optional)

Teacher's Initials:

Evaluator Initials:

Teacher Formative Feedback Form

Teacher:
Grade(s):
Evaluator:

School Year:
Subject Area(s):

Date and Time of Observation:

Date of Conference:

General description of the lesson:

Domain 1: Planning and Preparation:

Narrative

Domain 2: Learning Environment:

Narrative

Domain 3: Instructional Effectiveness for Student Learning:
Narrative

Commendations/Recommended Area(s) of Growth

The teacher and evaluator sign the Formative Feedback Form to indicate that the lesson was reviewed and discussed. By signing the teacher acknowledges that they have read and discussed this evaluation and that their signature does not necessarily mean that they agree in all respects. The teacher can attach a letter of explanation to this evaluation and request a second conference with the evaluator. Any additional information will become part of the appraisal record.

Teacher Signature:

Date:

Evaluator Signature:

Date:

Teacher Summative Evaluation Form

Teacher:
Grade(s):
Evaluator:

School Year:
Subject Area(s):

Date of Conference:

Tenured Teacher _____
Years in District:
Year Last Evaluation was Completed:

Non-tenured Teacher _____
Years Overall:

Domain 1: Planning and Preparation

- The teacher selects instructional goals that are aligned with the Montana Content and Common Core Standards and the district's curricula. Goals are appropriate for the learners and reflect high expectations for all students, consistent with state and district assessment levels of performance.
- The teacher plans for learning activities that align with the instructional goals and support student learning. Instructional planning shows a structure and selection of materials and activities that support student learning relative to the district curricula.
- The teacher shows his or her knowledge of content and how to teach it to a variety of learners. The teacher's plans include natural connections among content areas that deepen student learning. The content that he or she teaches is aligned to the district curricula.
- The teacher shows his or her knowledge of student developmental characteristics, approaches to learning, knowledge, skills, interests, cultural heritage, and state and district assessment performance levels.
- The teacher demonstrates the ability to create and/or select assessments that are congruent with instructional goals, criteria, and standards and to plan for the use of formative and summative assessments of his or her students.

Commendations/Recommended Area(s) of Growth

_____ **Unsatisfactory** _____ **Developing** _____ **Proficient** _____ **Exemplary**

Domain 2: Learning Environment

- The teacher clearly defines procedures for managing learning time, transitions between learning events, and routines that maximize learning time.
- The teacher establishes behavioral expectations and consequences and monitors student conduct. Teacher responds to student behavior in appropriate and effective ways to minimize disruptions.
- The teacher creates an atmosphere in which learning is valued. Teacher-to-student and student-to-student interactions show rapport that is grounded in mutual respect.
- The teacher organizes, allocates, and manages physical space to create a safe learning environment.
- The teacher uses physical resources to contribute to effective instruction and makes resources accessible to all students.

Commendations/Recommended Area(s) of Growth

--

_____ **Unsatisfactory** _____ **Developing** _____ **Proficient** _____ **Exemplary**

Domain 3: Instructional Effectiveness for Student Learning

- Content is appropriate, clear, and linked to student knowledge and experience. Content is aligned with the district curricula and the Montana Content and Common Core Standards. Activities and assignments engage all students. Instructional materials are suitable to the instructional goals. The instruction is coherent and paced appropriately for all students.
- The teacher has a repertoire of instructional strategies and makes use of them to make modifications to lessons as needed. The teacher differentiates instruction based on learner characteristics and achievement data.
- Verbal and written communication is clear and appropriate to students' age, background, and level of understanding.
- Questions are appropriate to the content and level of student understanding. Teacher encourages students to pose his or her own questions and is responsive to student questions. Teacher facilitates student led discussions.
- The teacher demonstrates understanding of assessment for, and of, learning and how each plays a valuable part in teaching and learning.
- The teacher can analyze data presented in reports and determine how to plan instruction for the students in the classroom. The teacher uses formative assessments like observations, homework, and conferences to track and understand student progress.

Commendations/Recommended Area(s) of Growth

_____ **Unsatisfactory** _____ **Developing** _____ **Proficient** _____ **Exemplary**

Domain 4: Professional Responsibilities

- The teacher shares information about the school’s educational program and expectations for student performance. Teacher develops a mechanism for two-way communication with families about student progress, behavior, and personal needs or concerns.
- The teacher keeps records of attendance, disciplinary actions, emergency contact information, and personal information. Teacher shares relevant information with appropriate school personnel.
- The teacher adheres to district policy, procedures, and the Montana Code of Ethics. The teacher demonstrates leadership through honesty and integrity in relations with students, staff and the community.
- The teacher chooses and participates in professional growth that is aligned with his or her professional needs and aligned with the needs of the students, school or district.
- The teacher engages in reflective thinking as an individual, as a team participant, or as a school community member with the goal of improving instruction and learning for all students.

Commendations/Recommended Area(s) of Growth

_____ **Unsatisfactory** _____ **Developing** _____ **Proficient** _____ **Exemplary**

Summative Evaluation Rating:

--

_____ **Unsatisfactory** _____ **Developing** _____ **Proficient** _____ **Exemplary**

If a teacher is marked “unsatisfactory” in any of the four domains an Improvement Plan Form will be completed by the teacher and the evaluator.

The teacher and evaluator sign the Summative Evaluation Form to indicate that it was reviewed and discussed. By signing the teacher acknowledges that they have read and discussed this evaluation and that their signature does not necessarily mean that they agree in all respects. The teacher can attach a letter of explanation to this evaluation and request a second conference with the evaluator. Any additional information will become part of the appraisal record.

Teacher Signature:

Date:

Evaluator Signature:

Date:

Teacher Professional Responsibilities and Goals Form

Teacher:

School Year:

Grade(s):

Subject Area(s):

Evaluator:

Section 2

Complete Section 2 of the form and bring with you to the Summative Conference. Attach applicable documents.

2.1 Which of your goals did you meet?

2.2 What conditions were the most helpful in allowing you to meet your goals?

2.3 What goals did you not meet?

2.4 If you did not meet your goals, what were your obstacles or barriers?

2.5 List professional learning, including activities and/or courses that you participated in this school year. What professional learning helped you meet your identified goals?

2.6 List other information that you would like to share with your evaluator.

Date Submitted:

Teacher Signature:

Date:

Evaluator Signature:

Date:

Teacher Improvement Plan Form

Teacher:

School Year:

Grade(s):

Subject Area(s):

Evaluator:

Date of Conference:

Area(s) for Improvement:

The teacher and evaluator will collaboratively develop the Improvement Plan at an Improvement Plan Conference. If consensus between the teacher and evaluator is not reached, the evaluator and a union representative develops the Improvement Plan.

1. Describe specific area(s) for improvement in performance as they relate to the four domains.
2. List specific measurable goals to improve performance. Indicate how progress will be measured for each goal.
3. Specify professional learning activities, interventions, or resources needed to complete the goals of the Improvement Plan.

4. List reasonable checkpoints and a timeline for activities or events of the Improvement Plan. Specify the date by which the Improvement Plan will be completed.

5. Indicate how satisfactory or unsatisfactory completion of the plan will be determined. Indicate what will happen if there is unsatisfactory completion of the plan.

My signature below means that I received the Improvement Plan, understand what is expected of me, and will work on the plan as described.

Teacher Signature

Date

My signature below means that I carefully reviewed the Improvement Plan with the teacher and clearly communicated what is expected of the educator to complete the plan.

Evaluator Signature

Date