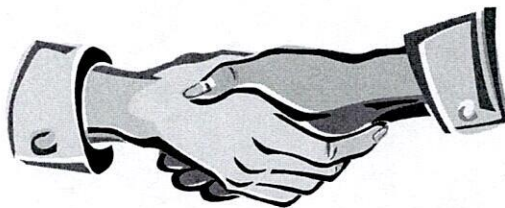


SCHOOL DISTRICT No. 6
and
Columbia Falls Education Association
MFPE

**COLLECTIVE
BARGAINING
AGREEMENT**



SCHOOL YEAR
2023-2024

This Agreement made and entered into this 22nd day of August, 2023, by and between the Board of Trustees and School District No. 6, County of Flathead, State of Montana, hereinafter referred to as the "Board" and the Columbia Falls Teachers Union a unit of the MEA-MFT, hereinafter referred to as the "Union".

In Witness Whereof

The Chair and Clerk/Business Manager of the Board, by the authority vested in them, pursuant to the resolution passed by a majority of the Board, have on behalf of the Board subscribed their names and the President(s) and Secretary of the Union, by authority in them vested by a majority of the membership of the Union, have hereunto subscribed their names on behalf of the Union.

On the 22nd day of August, 2023.

For: Board of Trustees

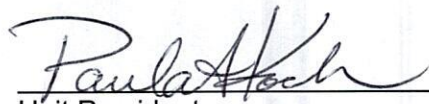


Chair, Board of Trustees

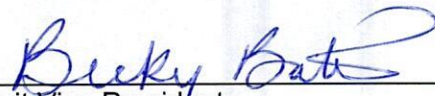


Clerk/Business Manager

For: The Union



Unit President



Unit Vice President

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PREAMBLE

Whereas, this Agreement is entered into pursuant to and in compliance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, MCA, as amended, to provide the wages, hours, fringe benefits, and other conditions of employment for all members of the appropriate unit as referred to herein, during the duration of this Agreement, and

Therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

1.1 Recognition:

1.1.1 In accordance with the Act, the Board recognizes the Union as the exclusive representative of employees in the appropriate unit as described herein below.

1.2 Appropriate Unit:

1.2.1 The Exclusive Representative shall represent members of the appropriate unit which shall consist of all licensed and/or certified Employees of the School District who are certified in Class 1, 2, 4, 5, or 6, as provided in Section 20-4-106 MCA and whose position calls for or requires such certification or professional licensure.

1.2.2 The following Employees of the District shall be excluded:

- Superintendents
- Assistant Superintendents
- Administrative Assistants
- Assistant Principals
- Directors
- Principals
- Supervisors
- Substitute Employees

and any Employee whose employment is of a temporary, casual, or seasonal character, including those hired to teach during the summer break.

1.3 Recognition Term

1.3.1 The Union hereby recognized the Board as the exclusive collective bargaining representative of School District No. 6, for the term of this professional Agreement.

ARTICLE 2 – DEFINITIONS

Administration: Employees of School District No. 6 to include Superintendents, Assistant Superintendents, Administrative Assistants, Principals, Assistant Principals, Directors, Supervisors, and/or those appointed by the Board for legal representation.

Assignment: The direction of an Employee by the District to a different position without the use of an interviewing process.

Union: Columbia Falls Teachers Union of the MFPE.

Board: Board of Trustees of School District No. 6, Columbia Falls, MT.

District: School District No. 6, Columbia Falls, Montana.

Emergency Leave: Leave granted to an Employee, as a result of a serious situation or occurrence that happens unexpectedly and demands immediate action. It necessitates the Employee's absence from the classroom for less than one-half day and does not constitute Sick Leave or Personal Leave.

Employee: Members of the appropriate bargaining unit as defined in Article 1.2.

Half Time Employee: Employee whose work duty equates to one half the full time employee's duty.

MCA: Montana Codes Annotated

Part Time Employee: Employee whose work duty equates to less than the half time employee's duty.

RIF: Reduction in Force

Seniority: Seniority shall be defined as the total length of continuous service to the District.

Transfer: The changing of an Employee's position after the Employee requests such change. Transfers include an interviewing process.

Vacancy/Opening: A possible employment position, created by the resignation, retirement, transfer, non-renewal, death, termination of a certified Employee formerly filling such position, or a new job created by the Board, which gives consideration to employees for a transfer, and the District is notified prior to March 5th, shall be announced within the District for a period of ten (10) working days and publicly thereafter. Any opening/vacancy the District is notified of subsequent to March 5th shall be announced in-house and publicly on a concurrent basis.

ARTICLE 3 – UNION RIGHTS

3.1 Representation

3.1.1 The Union shall be the exclusive representative of bargaining unit members.

3.2 Names and Addresses

3.2.1 The Union will be provided with the names and addresses of all Employees by November 1st of each school year, when such request is received by the District.

3.3 Mail and Postings

3.3.1 The Union may use the intra-district mail service, bulletin boards and mail boxes for communications purposes.

3.3.2 No information, which is derogatory or inflammatory toward the District or its Employees, shall be posted or placed in the intra-district mail system or sent through the District's e-mail system.

3.3.3 The District shall carry Union mail between buildings. However, the District will assume no responsibility for said mail.

3.4 Union Leave Days

3.4.1 The Union will be granted a bank of ten (10) paid leave days per year for use by officers, elected and/or appointed members in attending to Union business. In addition, four (4) days will be granted at loss of substitute pay for Union business.

3.5 Union Use of District Facilities

3.5.1 With prior approval of the building administrator, the Union shall have the right to use school buildings to conduct meetings provided that such use does not interfere with normal instructional programs, building maintenance, health and safety conditions, or previously scheduled activities.

ARTICLE 4 – RIGHTS OF THE BOARD

4.1 Rights of the Board

4.1.1 The Union recognizes that the Board has the responsibility and authority to manage the District, on behalf of the public, and all the operations and activities of the School District to the full extent authorized by law, provided such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Professional Agreement.

4.2 Contracts

4.2.1 At the Board's discretion, the Board reserves the right to waive this section (4.2) in the event extenuating circumstances exist for the teacher.

4.2.2 The teacher shall provide a minimum to two weeks (10 school days) advance notice, beginning on the effective resignation date.

4.2.3 Teacher wishing to be released from his/her contract after August 1 will pay 2% of said contract as liquidated damages. The parties agree the School District incurs costs that are impractical and extremely difficult to fix when a teacher breaches a contract. Liquidated damages are to cover the impractical or extremely difficult to resolve costs.

ARTICLE 5 – EMPLOYEES' RIGHTS AND RESPONSIBILITIES

5.1 Employee Rights

5.1.1 An Employee shall be entitled to have present a representative of the Union or its affiliate during any appearance before the Board or its agents.

5.1.2 Each tenured Employee shall have the right not to be subjected to discipline, non-reappointment, or termination of contract without good cause, which shall be stated in writing if said Employee so requests.

5.1.3 Subject to the June 1st notice requirements of Section 20-4-206 MCA, the Board may nonrenew the employment of a nontenured teacher at the conclusion of the school fiscal year with or without cause.

5.1.3.1 Each tenured Employee who has signed his/her 4th consecutive contract, shall not be subject to discipline, non-reappointment, or termination, for reasons other than efficiency or economics, without good cause, which shall be stated in writing if said Employee so requests.

5.2 Reprisals

5.2.1 There will be no reprisals of any kind taken against any Employee by reasons of his/her membership in the Union or participation in any of its lawful activities.

5.3 Individual Rights

5.3.1 The Board shall not discipline or discriminate against any Employee because of religious, political or personal activity except as prescribed by Montana Statutes.

5.4 Personnel Files

5.4.1 The personnel file is intended for the confidential use of the District and its agent. Except as required by law, none of its contents shall be released to any other person or agency without the written permission of the Employee.

5.4.2 Each Employee shall have the right, upon request, and in the presence of a District Representative, to review the contents of his/her personnel file.

5.4.3 No material regarding an Employee's conduct, service, character or personality shall be placed in the file unless the Employee has had an opportunity to read such materials and respond to and/or rebut said materials.

ARTICLE 6 – AUTHORIZED DEDUCTIONS

6.1 In addition to salary deductions required by law, the following salary deductions will be permitted at the request and upon written authorization of the Employee in the form set forth herein.

6.2 Membership and Representation Fees

6.2.1 The Union, as Exclusive Representative of all Employees, will represent such persons fairly, whether members or not.

6.2.2 Membership shall be made available to all who apply, consistent with the Union constitution and policies.

6.2.3 It is understood that the District is responsible only to deduct and transmit such funds as are appropriate under the above provisions, and the Union shall defend and hold harmless the District from any suit alleging misuse of funds by the Union.

6.3 Deductions

6.3.1 The Board further agrees to deduct from salaries of the Employee such insurance premium as said Employee individually and voluntarily authorizes the Board to deduct and to transmit the monies promptly to such organization.

6.3.2 The Board furthermore agrees to deduct from the Employee's individual payroll check, upon receipt of written and voluntary authorization, Employee contributions to a credit union account, a tax sheltered annuity and/or a savings account.

6.3.3 The District shall transmit the monies promptly.

6.3.4 It is understood that the District's ability to deduct under this provision is regulated by the ability of the computer system, and when the capacity of that system is reached, no further additions to the list of agencies or organizations honored will be made. However, there shall be no less than the current number of deductions authorized.

ARTICLE 7 – JOINT COMMITTEES

7.1 Rationale

7.1.1 It is recognized that the most positive education for the students of Columbia Falls requires team work from those responsible for the educational environment. Inasmuch as possible, the Union and the Board are committed to working together to make Columbia Falls an effective school system.

7.1.2 The following are the joint Union / District committees established to promote positive education, productive communication, and effective schools.

7.2 Professional Advisory Committee

7.2.1 Professional Advisory Committee shall be utilized to discuss non-contractual issues.

7.2.2 Professional Advisory Committee shall consist of at least one (1) Employee per building to represent the Union. The District shall be represented by the Superintendent, District Education Directors, and at least one (1) School Board member.

7.2.3 The Secretary for each meeting will rotate.

7.2.4 Professional Advisory Committee shall meet monthly and/or any time by mutual agreement of the Union and District.

7.2.5 Professional Advisory Committee shall establish rules for smaller committees thereof.

7.3 Evaluation Committee

7.3.1 The Evaluation Committee shall meet as needed for the purpose of reviewing and/or revising the standard evaluation form(s). The evaluation form(s) will be accessible on the District's website.

7.3.2 The Evaluation Committee shall consist of one (1) Employee and Administrator from each building, the Superintendent, and at least one (1) Board of Trustees member.

7.4 Insurance Committee

7.4.1 The Insurance Committee shall designate the insurance program and select all insurance program carriers used by the District as stated in Article 24.

7.4.2 The Insurance Committee shall consist of three (3) appointees by the Board of Trustees, three (3) appointees by the Union, one (1) representative from the Columbia Falls Classified Employees Union, and the Superintendent.

7.4.3 The District Clerk will act as the non-voting chair, unless he/she is designated a Board representative.

7.5 Preparation Time Committee

7.5.1 The Preparation Time Committee shall meet as needed to develop ways and means of providing an uninterrupted time each day for Employee preparation.

7.5.2 The Preparation Time Committee members shall include one (1) Employee from each building and a like number of representatives appointed by the Board of Trustees.

7.6 Credit Committee

7.6.1 The Credit Committee shall be utilized to determine if credits to be considered for application on any educational column of the salary schedule are applicable.

7.6.2 The Credit Committee shall consist of three (3) administrators appointed by the Board and three (3) Employees appointed by the Union.

7.6.3 The Credit Committee shall submit a recommendation to the Superintendent for credits to be considered for application on the educational column of the salary schedule.

7.6.4 The Credit Committee shall meet monthly to review credit applications.

7.6.5 For placement and eligibility, refer to Article 18, "Professional Compensation".

7.7 Calendar Committee

7.7.1 The Calendar Committee shall be utilized to determine the school calendar for the academic school year.

7.7.2 The Calendar Committee shall consist of administrators, employees and trustees.

ARTICLE 8 – VACANCIES, TRANSFERS AND ASSIGNMENTS

8.1 Definitions

8.1.1 For the purposes of this Article, the following definitions apply:

8.1.1.1 Assignment: The direction of an Employee by the District to a different position without the use of an interviewing process.

8.1.1.2 Transfer: The changing of an Employee's position after the Employee requests such change. Transfers include an interviewing process.

8.1.1.3 Opening/Vacancy: A possible employment position, created by the resignation, retirement, transfer, non-renewal, death, termination of a certified Employee formerly filling such position, or a new job created by the Board, which gives consideration to Employees for a transfer, and the District is notified prior to March 5th shall be announced within the District for a period of ten (10) working days and publicly thereafter. Any opening/vacancy the District is notified of subsequent to March 5th shall be announced in-house and publicly on a concurrent basis.

8.1.1.4 Letter of Intent: The purpose of the non-binding letter of intent is to aid the professional personnel staffing process for the upcoming school year.

8.2 Employee Transfer Posting

8.2.1 Following the return of the Letters of Intent and in its forecast planning, the District will recognize the staffing needs for the next school year and post the proposed and/or possible openings.

8.2.1.1 Where specific training, experience, or other qualifications are prerequisites for any position, such conditions shall be stated in the job posting.

8.2.1.2 Information regarding these vacancies will be publicized to the Employees by posting notices in all District buildings in or near the established Employee meeting room.

8.2.2 Posting the Employee Transfer List does not require the District fill those positions.

8.2.3 The Employee Transfer List will be posted by February 15.

8.3 Employee Transfers

8.3.1 Employees requesting a transfer to a posted opening shall complete a Transfer/Vacancy Announcement Request Form prior to the closing date of the announcement.

8.3.2 When one or more transfers are requested for a posted opening, a formal District interview or an informal interview, including the building Principal shall take place.

8.3.3 In the event an Employee applicant is not assigned the posted opening, the Employee may request the reasons of the decision from the District.

8.3.4 The intent of this Article is to give preference to the Employees in their ability to transfer into an open position but does not mandate the District transfer all Employees requesting a move.

8.3.5 Once all transfers in reference to Article 8.2 and 8.3 above, have been completed, the District will consider new hires to fill new and remaining vacancies.

8.4 Vacancy Announcements

8.4.1 Vacancy Announcements will include vacancies resulting from Employee Transfers, and those positions that open after the Employee Transfer List has been published and posted.

8.4.2 Where specific training, experience, or other qualifications are prerequisites for any position, such conditions shall be stated in the job posting.

8.4.3 Information regarding all vacancies will be publicized to the Employees by electronic email and posted to the District website.

8.4.4 Employees requesting a transfer to a vacancy shall complete an application utilizing the District's Applicant Tracking System prior to the closing date of the vacancy announcement.

8.4.5 Employees requesting a transfer to a Vacancy Announcement, shall be guaranteed a formal District interview or an informal interview, including the building Principal.

8.4.6 In the event an Employee applicant is not assigned the vacant position, the Employee may request the reasons of the decision from the District.

8.5 Assignments

8.5.1 In accordance with MCA 39-31-303, the District has the authority to "direct, transfer, and assign" its Employees.

8.5.1.1 In such cases of involuntary assignments, the Superintendent shall notify the President of the Union of said involuntary assignments.

8.5.1.2 Involuntary assignments will be made in the District's best interest for the education of its students.

8.6 Position Change Information

8.6.1 All Employees shall be given prompt notice of position changes in teaching assignments relative to grade level, building, and subject area for the forthcoming school year. When possible the District will notify Employees of changes in teaching assignment by the end of the previous school year.

8.7 Temporary Placement

8.7.1 The District may fill an open position or long-term absence on a temporary basis until a permanent replacement is found. If the temporary placement is filled by a current employee and results in additional FTE, the additional contracted FTE will terminate with the close of the school year.

ARTICLE 9 – LAYOFF AND REDUCTION IN FORCE

9.1 Conditions

9.1.1 When the Board determines that it will be necessary to reduce the number of Employees by reason of a decrease in funds, by a decrease in student enrollment, instructional program changes, or by return to duty of an Employee on leave, it may make a reduction in force.

9.2 Application

9.2.1 The reduction in force procedure shall apply to all tenured Employees to the extent allowed by law, including Employees on leave in the same manner as if they were working.

9.3 Seniority List

9.3.1 A seniority list will be maintained by the District and will be sent to the Union on or before December 1st.

9.4 Employee Reduction

9.4.1 For purposes of Employee reduction, seniority shall be the criterion for layoffs within the District, provided that said seniority shall apply only to a position for which an Employee is or may become certified/licensed by the beginning day of the next school year under the rules and regulations of the Montana State Board of Education.

9.4.2 Any pending certification must be approved by Credit Committee.

9.4.3 If the use of a provisional certificate becomes an option, said option shall be available to all Employees.

9.4.4 As a means of maintaining current tenured Employees, all possible transfers, either voluntary or mandatory, will be considered and implemented before more senior tenured Employees are laid off and less senior tenured Employees are retained.

9.5 Recall Procedure

9.5.1 For purposes of recall from layoff, reverse seniority within the guidelines of Section 9.4 shall be the criterion.

9.5.1.1 The most senior Employee on layoff status shall be recalled to the first open position.

9.5.2 When calling an Employee back to work from layoff, said Employee shall have thirty calendar days to return to work, computed from the date the District mails a certified, return receipt letter to the Employee, offering a recall from layoff.

9.5.2.1 The offer shall be mailed to the Employee's last known address and the Employee shall be responsible for keeping the District informed of any address change(s).

9.5.3 Should the time limit established herein run past the end of the school year, the method of notification of renewal or non-renewal and acceptance of such as established by statute shall be observed.

9.5.4 In the event the time limit established herein is not met by the Employee, or in the event the Employee is on layoff for more than two (2) years, the Employee's right to recall shall be considered revoked.

9.6 Rights

9.6.1 In the two (2) year lay off period, Employees who have been notified that he/she will be included in a RIF or has been reinstated following a RIF, shall be granted the following rights:

9.6.1.1 The right to retain all credit for any kind of previous years of service and future seniority shall be calculated from the date of initial employment in the District.

9.6.1.2 The right that no new hires will be made while qualified Employees with seniority are available.

9.6.1.3 The right to be carried on payroll records and to remain in group insurance programs limited to the COBRA period of eighteen (18) months, provided the Employee is responsible for full premium payment, following the effective date of his/her "unpaid" RIF status.

ARTICLE 10 – PROFESSIONAL EVALUATION

10.1 Philosophy

10.1.1 Employee evaluation in School District No. 6 is predicated upon several basic beliefs.

10.1.1.1 The primary focus of Employee Evaluation must be upon what is and what contributes to effective education.

10.1.1.2 The evaluation system must promote improvement in education, professional growth, positive behaviors, and attainment of District Standards.

10.1.1.3 The evaluation must provide recognition for Employees who are exceeding District expectations and give assistance to Employees who are failing to meet expectations.

10.1.1.4 The evaluation must be applied uniformly and fairly.

10.1.1.5 The evaluation system must be a continuous process, capable of yielding useful information and valid conclusions.

10.1.2 In order to accomplish these desired ends, it must stress mutuality between the evaluated and the evaluator in identifying needs and carrying out productive activities.

10.2 Accountability

10.2.1 Purpose

10.2.1.1 Assess Employee effectiveness, provide a basis for employment decisions, and comply with the laws of the State of Montana.

10.2.2 Employee performance evaluations will

10.2.2.1 promote a high quality of education for students

10.2.2.2 Foster continual improvement of instruction and education

10.2.2.3 provide an opportunity for Employee growth and development

10.2.2.4 enhance Employee - Administration communication

10.2.2.5 provide a basis for identifying sub-standard and/or unsatisfactory performance, that may require appropriate personnel action, including termination or non-renewal of employment.

10.2.2.6 be conducted by a building administrator or his/her designee.

10.2.2.7 evaluate the Employee during the professional Basic Day, as outlined in Article 12 of this Master Contract.

10.2.2.8 provide assurance that all Certified Professional Employees meet specific standards of performance

10.2.3 All Employee performance evaluations will meet the requirements as established by this Master Contract and State Law.

10.3 Definitions and Applications

10.3.1 For the purposes of this section, the following definitions shall apply:

10.3.1.1 Level I Employee:

10.3.1.1.1 An Employee in his/her first, second, or third year of employment with School District No. 6.

10.3.1.2 Level II Employee:

10.3.1.2.1 An Employee in his/her fourth (4th) or subsequent years of employment with School District No. 6.

10.3.1.3 Formal Observation:

10.3.1.3.1 An observation of the Employee where the clinical observation process is used. This will include a pre - observation conference, an observation, and a post - observation conference.

10.3.1.4 Informal Observation:

10.3.1.4.1 An Informal Observation may be an unannounced or announced observation of the Employee.

10.3.1.4.2 The Informal Observation will include observations from the classroom instructional setting and may include observation of other professional duties.

10.3.1.5 Summary Evaluation

10.3.1.5.1 An evaluation tool where a comprehensive assessment is completed on the Employee after the Informal and Formal Evaluations have taken place.

10.4 Evaluation Process

10.4.1 Level I Employee

10.4.1.1 Informal Observation

10.4.1.1.1 All Level I Employees will have at least two (2) documented Informal Observations each year, of which at least one (1) will be from the classroom setting.

10.4.1.1.2 The Employee will receive a copy of each completed Informal Observation within five (5) working days of the observation.

10.4.1.2 Formal Evaluation

10.4.1.2.1 All Level I Employees will have at least two (2) Formal Observations each year. The first Formal Observation should be completed before December 15.

10.4.1.2.2 The Formal Observation will include a Pre-Conference, an Observation, and a Post Observation Conference

10.4.1.2.3 The Employee will receive a copy of the completed Formal Observation within ten (10) working days of the observation.

10.4.1.3 Summary Evaluation

10.4.1.3.1 All Level I Employees will have at least one (1) Summary Evaluation each year.

10.4.1.3.2 The Summary Evaluation will be reviewed in a conference setting between the Evaluator and Employee. The Summary Evaluation can be reviewed during the second Formal Evaluation Post Conference.

10.4.1.3.3 The Summary Evaluation will be documented before June 1 of each year.

10.4.1.3.4 The Summary Evaluation will be a summative review of an Employee, including but not limited to the Informal and Formal Observations.

10.4.1.3.5 The Employee will receive a copy of the completed Summary Evaluation within ten (10) working days of the Summary Evaluation Conference.

10.4.2 Level II Employee

10.4.2.1 Informal Observation

10.4.2.1.1 All Level II Employees with eight (8) or less years of experience will have at least two (2) documented Informal Observations each year, of which at least one (1) will be from the classroom setting.

10.4.2.1.2 The Employee will receive a copy of each completed Informal Observation within five (5) working days of the observation.

10.4.2.2 Formal Evaluation

10.4.2.2.1 All Level II Employees with eight (8) or less years of experience will have at least one (1) Formal Observation every other year.

10.4.2.2.2 All Level II Employees with more than eight (8) years of experience will be formally evaluated by Administration on a three year rotation basis.

10.4.2.2.3 The Formal Observation will include a Pre-Conference, an Observation, and a Post Observation Conference

10.4.2.2.4 The Employee will receive a copy of the completed Formal Observation within ten (10) working days of the observation.

10.4.2.3 Summary Evaluation

10.4.2.3.1 A Summary Evaluation shall be conducted at the end of each year that a formal evaluation occurs as defined within 10.4.2.2.

10.4.2.3.2 The Summary Evaluation will be reviewed in a conference setting between the Evaluator and Employee.

10.4.2.3.3 The Summary Evaluation will be documented before May 1 of each year.

10.4.2.3.4 The Summary Evaluation will be a summative review of an Employee, including but not limited to the Informal and Formal Observations.

10.4.2.3.5 The Employee will receive a copy of the completed Summary Evaluation within ten (10) working days of the Summary Evaluation Conference.

10.5 Personnel Action

10.5.1 All Employees who have been professionally evaluated according to 10.4 Evaluation Process will be accorded a Plan of Improvement when necessary. For Level I employees, a Plan of Improvement is meant to help the Employee improve his/her skills as a professional educator. The completion of a Level I Employee Plan of Improvement does not restrict the District's right to terminate said Employee without cause, as stated in 5.1.3 of the Master Contract.

10.5.1.1 If an observation process indicates an Employee is recognized as having professional difficulties and has failed to meet expectations stated in the District Standards, he/she will be provided assistance to correct the difficulties and/or meet the expectations and time to incorporate the recommended changes.

10.5.1.2 With any personnel action, related to the observation and evaluation of an Employee, Form POI will be used.

10.5.1.3 Before an issuance of Form POI, the Superintendent will be notified.

10.5.1.3.1 The Superintendent will assign an additional Administrator to observe, evaluate, and conference with the affected Employee, ensuring objectivity and accountability of the evaluation process.

10.5.1.4 Within five (5) working days of receiving a Form POI, the Employee and Administrators shall meet regarding the information on the Plan of Improvement and set the interim conference dates and final conference date.

10.5.1.4.1 There shall be at least three (3) interim conference dates and one (1) final conference date established where one or both Administrators and the affected Employee shall attend.

10.5.2 Both Administrators will be involved in the observation, evaluation, and conference processes, with the Employee, as outlined in Form POI.

10.5.3 The Superintendent will be made aware of any and all steps used in the Planned Program of Improvement, as well as an updated summary of each conference.

10.5.4 All steps used in the Program of Improvement shall be documented in the Employee's personnel file.

10.5.5 If an Employee fails to improve his/her performance within the time frame allotted on the Plan of Improvement, the Employee may be subject to termination, non-renewal of contract, issuance of a probationary contract, or suspension of employment, with or without pay.

10.5.6 Nothing contained herein, shall preclude the Board of Trustees from initiating termination proceedings against any Employee who has committed an act that would constitute grounds for revocation or suspension of a teaching certificate. The District shall follow procedures outlined in MCA when discharging an Employee during the school year.

10.6 District Standards

10.6.1 The District and Union, through the work of the Evaluation Committee will be responsible for the establishment and maintenance of the District Standards as they pertain to the Employee Evaluation Process.

10.6.2 The District Standards and professional examples for the Employee Evaluation will be attached to the Master Contract as an appendix.

ARTICLE 11 – CITIZEN COMPLAINT PROCEDURES

11.1 Procedure

11.1.1 All complaints against District Employees that may be determined to be of a serious nature shall be submitted in accordance with the following procedure:

11.1.1.1 The complaint will be directed to the Employee(s) for a solution between the affected parties at a mutually agreeable time and place.

11.1.1.2 If a satisfactory resolution is not reached between the parties, the complaint will be reduced to writing and signed by the complainant or administrator who will include the complainant's name.

11.1.1.2.1 Citizen Complaint Form (Appendix C) shall be used.

11.1.1.2.2 The Employee may include a written rebuttal that will be attached to the Review of Services Form.

11.1.1.3 The complaint will follow a three (3) step appeal process in which both the complainant and Employee may petition:

- A. Building Principal / Supervisor.
- B. Superintendent.
- C. Board.

ARTICLE 12 – WORKING CONDITIONS

12.1 Basic Day

12.1.1 The basic Employee duty day, shall be one-half hour before the beginning of classes through one-half hour after classes dismiss, exclusive of lunch period.

12.2 Building Hours

12.2.1 The specific hours at any building may vary according to the needs of that building's educational program, daily schedule and the District's student transportation schedule. Building hours will be approved by the District.

12.2.2 Individual building hours may be increased to accommodate staff meetings and programs involving early release day.

12.2.3 Staff teaching Grades K-5 will be afforded a half day with no students prior to the end of each semester for grading purposes.

12.3 Student Contact Time

12.3.1 For the purposes of this section, student contact time shall be defined as that period of time during the basic work day in which an Employee has assigned responsibilities for students.

12.3.2 Full time Employees at all levels shall have no more than 28 clock hours of assigned student responsibility per week.

12.4 Duty Free Lunch Period

12.4.1 All Employees shall have a minimum of a thirty (30) minute uninterrupted duty free lunch period.

12.4.2 Lunch duty throughout the District shall be on the following basis:

12.4.2.1 Those Employees who desire to forego the uninterrupted duty free lunch period shall receive \$14.00 per day.

12.5 Employee Facilities

12.5.1 The Board shall endeavor to make available in each building adequate lunchroom and restroom facilities exclusively for Employee use.

12.6 Work Year

12.6.1 The school year shall consist of 187 days with a maximum of 1,120 aggregate hours of pupil instruction.

12.6.1.1 Newly hired Employees may be required to report to work as much as two (2) days in advance of the regular school year in order to attend District inservice. While attending this type of inservice, the newly hired Employee shall be paid at his/her regular daily rate.

12.6.2 All Employees, regardless of FTE, will attend all required PIR days at their daily rate of pay, which will be added to their annual contracted salary.

12.7 Preparation Periods

12.7.1 Each Employee employed half time or greater, shall have an uninterrupted period of time during the basic Employee duty day for the purpose of planning and preparation related to his /her assignment.

12.7.2 The minimum preparation period for Employees teaching grades seven (7) through twelve (12) will be forty-five (45) minutes.

12.7.3 During the preparation period, no other duties will be assigned to the Employee without the consent of the Union.

12.7.4 The Preparation Time Committee shall be utilized to develop ways and means of providing an adequate amount of uninterrupted time each day for Employee preparation.

12.7.4.1 For further Preparation Time Committee reference, see Article 7 "Joint Committees"

12.7.5 Loss of Preparation Period – Those employees asked by an administrator to forego their preparation period to perform a task that helps ensure the continuation of a safe educational environment shall receive \$14.00. Excluded in this section are duties such as assemblies, IEP's, and any function that includes grade level activities.

12.8 Rescheduling

12.8.1 In the event that an Employee duty day is lost due to a school closure, the Employee(s) involved shall perform duties on such other day in lieu thereof, as the District determines, if any.

12.9 Exceptions For Specialized Employees

12.9.1 Variations from the stated working hours and days as stipulated in Articles 12 "Work Year" and 21 "Short Term Extra Duty" may be allowed for specialized Employees if such variations are agreed upon by the specialized Employee and his/her principal and Superintendent.

ARTICLE 13 – JOB SHARE EMPLOYEES

13.1 Job Sharing

13.1.1 Definition

13.1.1.1 Job sharing is defined as an employment situation in which two (2) contracted Employees are functioning as a full time equivalent under a single job description. The work time and duties of each person are equal. The average work day, the average work week, and the work year shall be half of the normal contracted work day, work week, and work year.

13.1.2 The District may negotiate a job sharing program with interested and qualified individuals.

13.1.3 Salary and benefits

13.1.3.1 The contracted salary of each Employee on a job sharing team will be one half of the schedule amount.

13.1.4 Leaves

13.1.4.1 All leaves available to the full time Employees in full "day" increments shall be provided to job sharing Employees in "pro-rated" increments.

ARTICLE 14 – STUDENT DISCIPLINE

14.1 Rules and Regulations

14.1.1 The Board shall devise the rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, Employees and parents at the beginning of each school year.

ARTICLE 15 – SUBSTITUTE TEACHERS

15.1 Substitute Employees

15.1.1 In cases where a regular, certified Employee under contract is temporarily unable by reason of illness or for other reasons approved by the District, to fulfill his or her duties, a substitute Employee may be employed to carry on the duties of the Employee for a period not to exceed 30 teaching days.

15.1.2 If the absence of the regular Employee continues for more than 30 teaching days, the substitute may be placed under contract if certifiable; or the Board shall replace the substitute with a certified Employee under contract.

15.1.3 Substitute Teachers need not hold a current teaching certificate,

ARTICLE 16 – CLASSROOM AIDES

16.1 Supervision Of Classroom Aides

16.1.1 All classroom aides employed within School District No. 6 will be under the supervision of the appropriate Employee and building principal while performing classroom instructional duties.

ARTICLE 17 – STUDENT TEACHING PROGRAM

17.1 Student Teaching Placement

17.1.1 The District may request to place student teachers in classes of Employees with a minimum of five (5) years experience. The Employee will notify the District of his/her decision to accept the student teacher within five (5) working days of District's request.

ARTICLE 18 – PROFESSIONAL COMPENSATION

18.1 Basic Compensation

18.1.1 The Salary Schedule attached hereto, shall be effective for the duration of this Agreement. Salary payments shall be made on or before the tenth day of the month.

18.2 Salary Schedule Placement And Eligibility

18.2.1 The following rules shall be applicable in determining placement of an Employee on the appropriate salary schedule:

18.2.1.1 Credits to be considered for application on any educational column of the salary schedule must be applicable as determined by the Credit Committee, who shall submit a recommendation to the Superintendent.

18.2.1.1.1 Request for Credit Approval Forms shall be completed prior to taking the course, if possible. Request for Credit Approval Forms are attached as Appendix A.

18.2.1.1.2 If request for credit approval is denied, the Employee may appeal the decision to the body that denied credit approval. The Board will be the final appeal level.

18.2.1.2 Unless approved by the Credits Committee, credits earned after the BA + 45 column must be earned in courses designated as graduate level, must carry a grade equivalent of "B" or higher, must be related to the Employee's work assignment, and must have been earned after initial employment with the District.

18.2.1.3 The District must receive notification of an Employee's intention to move on the schedule not later than May 20th in the school year preceding the planned move.

18.2.1.3.1 For further Credit Committee reference, see Article 7 - "Joint Committees"

18.2.1.4 In moving from one (1) preparation column to another, a person will be granted one (1) year of experience plus education. No Employee may move more than one (1) experience step down, and not more than one (1) educational lane over, in any one (1) year.

18.2.1.5 A teacher entering the District will be granted actual experience not to exceed ten (10) years.

18.2.1.6 Teaching experience can be either in an accredited school, and/or not more than one (1) year of armed forces credit.

18.2.1.7 An employee entering the District will be granted value of credits, over the division of 15, toward the next step on the salary schedule when applicable.

18.2.1.8 Employees hired before 2023 who were not initially granted credits for a Master's Degree will be allowed to move fifteen credits per year for three years to receive correct compensation, expiring at the end of the 2025-2026 school year.

18.3 Effective Date

18.3.1 Individual contracts will be modified to reflect qualified educational column changes twice each year, effective at the beginning of the school year. (1) September 10 payroll, provided a transcript of qualified credits is submitted to the Human Resources Office no later than August 15. (2) November 10 payroll, provided a transcript of qualified credits is submitted to the Human Resources Office no later than October 15.

18.3.1.1 If a transcript is not available by October 15, other satisfactory evidence of successful completion of the course(s) will be accepted, pending receipt of the official transcript. However, any pay adjustment shall not be made until the official transcript is received.

18.4 Master's Stipend

18.4.1 A Master's Stipend of 7.10% of the base salary schedule cell will be provided for Employees who have completed a Master's Degree.

18.5 Career Incentive

18.5.1 A stipend of 5.00% of the base salary cell will be provided to employees who have more than 17 years of continuous service in District Six or 20 total years in teaching. This applies only to employees with a minimum BA+45.

18.6 National Board Certification Stipend

18.6.1 A National Board Certification Stipend of 10% of the base salary schedule cell will be provided for Employees who have completed and passed National Board Certification.

18.6.2 The amount provided within 18.6.1 shall be reduced by the state funded stipend provided pursuant to 20-4-134, MCA, so as the employee only receives an amount that equates to 10% of the base salary.

18.6.3 The First Year of eligibility is the school year following the certificate award.

18.6.4 If a National Board Certification stipend was certified in 2017 or later, the certificate must be renewed every five years to qualify for the stipend defined in 18.6.1.

18.6.5 In lieu of the ability to obtain the National Board Certification Stipend, the District will reimburse individuals employed as Speech Pathologists for the associated annual costs of obtaining their state license not to exceed \$500.

18.7 Frozen Stipend

18.7.1 Members frozen in the same cell during current school year as the cell during 2016-2017 school year at bottom of each respective column BA+0 – BA+75 receive an additional \$443 until they earn the credits necessary to advance to the next column.

18.8 Professional Compensation Salary Schedule

2023-2024

Years	BA+0	BA+15	BA+30	BA+45	BA+60	BA+75
Base	37,619					
0	41,380	42,177	42,991	43,822	44,669	46,414
1	41,380	42,177	42,991	43,822	44,669	46,414
2	41,380	42,177	42,991	43,822	44,669	46,414
3	41,380	42,177	42,991	43,822	44,669	46,414
4	41,380	42,177	42,991	43,822	44,669	46,414
5	41,380	42,177	42,991	43,822	44,669	46,414
6	44,413	45,487	46,587	47,714	48,870	51,269
7	50,055	51,269	52,515	53,790	55,098	57,812
8	50,055	51,269	52,515	53,790	55,098	57,812
9	50,055	51,269	52,515	53,790	55,098	57,812
10	50,055	51,269	52,515	53,790	55,098	57,812
11	50,055	51,269	52,515	53,790	55,098	57,812
12		52,705	54,243	55,826	57,456	60,867
13			55,826	59,136	62,649	68,321
14				59,136	62,649	68,321
15					62,649	68,321
16						68,321
17						75,502

MASTERS	7.10%	\$2,670.95
CAREER	5%	\$1,880.95
NAT'L BOARD CERT	10%	\$3,761.90

Note: Lanes are measured in quarter credits.
 1 semester credit = 1.5 quarter credits
 10 semester credits = 15 quarter credits

18.9 Concurrent Enrollment Program – Flathead Valley Community College

18.9.1 Employees teaching a dual credit course in which the District receives adjunct professor funds shall receive 25% of the funds received from FVCC per class / per semester up to a maximum of the three (3) highest paid courses per semester. The extra duty contract for these courses shall be paid upon receipt of the funds from FVCC, no later than January 10 and June 10.

ARTICLE 19 – LONG TERM EXTRA DUTY

19.1 Long Term Extra Duty Contracts

19.1.1 Each Employee assigned additional responsibilities or duties specified in this Article shall be granted the appropriate additional compensation and limited contract.

19.1.1.1 A copy of the job description for the Long Term Extra Duty assignment shall be provided upon request of the Employee and whenever his/her job description is changed.

19.1.2 See Article 8, "Vacancies, Transfers & Assignments" when Long Term Extra Duty positions within a building become vacant.

19.1.3 Any extra duty contracts shall be paid as services are performed. This shall mean during the typical season or extracurricular schedule. All contracts shall contain two payment options: (1) pro-rata during the season (2) lump sum at end of season.

19.2 Temporary Placement

19.2.1 The District may fill an open Long Term Extra Duty position on a temporary basis until a permanent replacement is found.

19.3 Long Term Extra Duty Pay Schedule

19.3.1 Long Term Extra Duty pay schedule increments above base salary are as follows and will be based on base salary schedule cell. It is agreed that the Athletic Trainer position would be responsible for 5 teaching periods a day if the Health Enhancement Department can accommodate without additional staffing requirements.

<u>CATEGORY I (0.36)</u>	\$13,542.84	<u>CATEGORY VIII (0.085)</u>	\$3,197.62
Activities Director		Junior High School Choral/Instrumental	
Athletic Trainer			
<u>CATEGORY II (0.18)</u>	\$6,771.42	<u>CATEGORY IX (0.065)</u>	\$2,445.24
Forensics Head Coach		Junior High School Coach	
		Junior High School Annual Sponsor	
<u>CATEGORY III (0.17)</u>	\$6,395.23		
High School Choral/Instrumental		<u>CATEGORY X (0.06)</u>	\$2,257.14
Football Head Coach		Soccer JV Coach	
Volleyball Head Coach			
Cheerleading Coach		<u>CATEGORY XI (0.055)</u>	\$2,069.05
Basketball Head Coach		Pep Band Director	
Wrestling Head Coach		Jazz Factory	
Track Head Coach			
Basketball Head Coach		<u>CATEGORY XII (0.05)</u>	\$1,880.95
Softball Head Coach		CFEA President	
Tennis Head Coach			
<u>CATEGORY IV (0.15)</u>	\$5,642.85	<u>CATEGORY XIII (0.04)</u>	\$1,504.76
Special Olympics Head Coach		High School Head Class Advisor (11)	
Cross Country Head Coach			
Soccer Head Coach			
Swim Head Coach			
<u>CATEGORY V (0.14)</u>	\$5,266.66	<u>CATEGORY XIV (0.03)</u>	\$1,128.57
Forensics Assistant Coach		Elementary School Music	
<u>CATEGORY VI (0.12)</u>	\$4,514.28	HOSA	
Annual Sponsor		National Honor Society	
Drama Coach		High School Head Class Advisor (12)	
Golf Head Coach		High School Student Council Advisor	
Football Assistant Coach		High School Key Club Advisor	
Volleyball Assistant Coach			
Cross Country Assistant Coach		<u>CATEGORY XV (0.02)</u>	\$752.38
Basketball Assistant Coach		High School Head Class Advisor (10)	
Wrestling Assistant Coach		HS Department Chairs (max of 8)	
Baseball Assistant Coach			
Softball Assistant Coach			
<u>CATEGORY VII (0.10)</u>	\$3,761.90	<u>CATEGORY XVI (0.01)</u>	\$376.19
Special Olympics		High School Head Class Advisor (9)	
Forensics JV Coach			
Football Frosh Coach		<u>CATEGORY XVII (0.085% of base/hour)</u>	
Volleyball Frosh Coach		Driver's Training Instructors	
Basketball Frosh Coach			
Soccer Assistant Coach			
Golf Assistant Coach			
Drama Assistant Coach			
Cheerleading JV & Frosh Coach			
Swim Assistant Coach			
Track Assistant Coach			
Tennis Assistant Coach			

ARTICLE 20 – EXTENDED CONTRACTS

20.1 Extended Contracts

20.1.1 Salaries for personnel employed for more than designated calendar days shall be increased by the factor of 1/187th, or designated calendar days for each additional day of employment.

ARTICLE 21 – SHORT TERM EXTRA DUTY

21.1 Volunteers

21.1.1 The District shall make use of volunteers for activities such as selling tickets or chaperoning for school functions.

21.1.2 Notification for need for volunteers shall be posted in each building and the District shall make use of Employee volunteers before using volunteers from the community.

21.2 Short Term Extra Duty Pay ~ Events

21.2.1 The District will pay \$20.00 per event to perform event duties such as event coordinator, taking stats, scoreboard operator, announcer, chains, crowd control, and more.

21.2.2 The District will pay \$14.00 per hour to ticket takers.

21.2.3 Employees shall have the opportunity to apply for paid service before the District makes use of paid individuals from the community.

21.3 Short Term Extra Duty Pay ~ Chaperones

21.3.1 Chaperones required for overnight school functions will be furnished lodging and meals, and paid \$30.00 per function.

ARTICLE 22 – PAID LEAVE

22.1 Eligibility

22.1.1 Paid Leave benefits provided in this Article shall apply only to full time Employees as defined in Article 2 of this Agreement and shall be pro-rated for Employees less than full time. This will be available only during the regular school year.

22.1.2 All Paid Leave with the exception of Sabbatical Leave shall be inputted into the Absence Management Program either before the Paid Leave or no later than the second work day after the Employee returns to work.

22.2 Sick Leave

22.2.1 Each Employee will be granted twelve (12) days Sick Leave at the beginning of the school year.

22.2.2 Sick Leave may be used for personal or immediate family illness or disability, personal medical appointments, quarantine or communicable disease.

22.2.2.1 For the purposes of this article, immediate family will be defined as spouse, child, father, mother, brother, sister, grandparent, grandchild, foster and step relations, guardians, aunts, uncles, first cousins, and/or in-laws, bearing any of these relationships, and any person living in the Employee's household.

22.2.3 Unused Sick Leave shall accumulate without limit. Employees with unused sick leave credits exceeding 180 days at the end of the school year shall be compensated \$57 per day for each day above the 180 day threshold on or prior to June 30. The calculation for this compensation shall take the total hours of unused sick leave divided by 8 and round to the nearest day.

22.2.4 Paternity Leave: The employee may use paid sick leave immediately following the birth or placement of a child for a period not to exceed 15 working days if:

- (a) the employee is adopting a child; or
- (b) the employee is a birth father.

22.2.5 Upon approval of the Superintendent, additional paid sick leave may be granted for extenuating circumstances. The employee reserves the right to unpaid leave in accordance to the Family medical Leave Act.

22.3 Bereavement Leave

22.3.1 Bereavement Leave for immediate family shall be provided each Employee after the approval of his/her building principal. This leave shall be at full salary and limited to five (5) days at full salary with no loss of sick leave. An Employee may use sick leave for leave granted in excess of this amount limited to an additional five (5) days for a total maximum of ten (10) days.

22.3.2 Bereavement leave for persons not covered under the definition in 22.2.2.1 will be allowed, with loss of sick leave, after the approval of the Employee's building principal.

22.4 Professional Leave

22.4.1 Professional Leave is defined as release from contractual duties to attend conferences, meetings, visitations, or related activities that will benefit an Employee's professional abilities and benefit the District.

22.4.2 Professional Leave at full salary shall be provided each Employee after the approval of his/her building principal and/or the Superintendent.

22.5 Personal Leave

22.5.1 Each Employee shall be granted four (4) days Personal Leave credit, per year.

22.5.2 The Employee shall provide his/her building principal with advance notice of the need for Personal Leave.

22.5.3 The District may refuse Personal Leave if the grant would result in more than 10% of the Employees being absent on such leave in an individual building or if the leave is requested during the first five (5) or last five (5) days of any school semester.

22.5.4 Personal Leave is granted on a first request, first granted basis.

22.5.5 At the end of each school year the District will buy back up to four (4) unused Personal Leave Days, as stated in 22.5.1 of this agreement, at the current tier one substitute teacher rate. Employees not choosing the Personal Leave buy back option may transfer unused Personal Leave Days into their accumulated Sick Leave.

22.5.6 Personal Leave may not be used during any Pupil Instruction Related Days by Employees unless approved by the Superintendent for compelling reasons.

22.6 Jury Duty Leave

22.6.1 If called for Jury duty, Employees shall be afforded the opportunity, provided a satisfactory substitute can be employed. Compensation shall be in accordance with 2-18-619, MCA.

22.6.2 If the Employee on Jury duty is excused before noon, he/she shall return to the District.

22.7 Union Leave Days

22.7.1 Union Leave Days will follow guidelines as set forth in Article 3 - "Union Rights".

22.8 Sabbatical Leave

22.8.1 Sabbatical leave of absence for a maximum of one (1) year will be granted an Employee, upon compliance with the formal requirement of notice, subject to the following conditions and subject to approval by the Board.

22.8.2 Sabbatical leave shall be granted for purposes of study after an Employee has served a minimum of seven (7) years of continuous service in District No. 6.

22.8.3 Sabbatical leave shall be granted said Employee only once in each seven (7) year period of service thereafter.

22.8.4 Request for sabbatical leave shall be in writing and received by the Superintendent's office by February 1, prior to the contract year for which the request is made.

22.8.5 An Employee on sabbatical leave shall be paid one-half their salary in effect the year during which the leave is taken. This amount shall be paid on the opening day of school when the Employee returns to service.

22.8.6 The Employee will agree to remain in the system a minimum of two (2) years after completion of the leave. In the event of failure of the Employee on sabbatical leave to return to the employ of the District, said Employee shall forfeit all rights to receipt of monetary compensation for the year during which the sabbatical was taken. If an employee completes only a portion of the two years after the sabbatical leave, he/she will repay the District for the portion of the two years not completed. The Employee may appeal to the Board of Trustees for an exception to the payback requirement if there are extenuating circumstances for leaving prior to the two year commitment.

22.8.7. The year during which an Employee is on sabbatical leave shall not be counted as a year of experience for purposes of advancement on the salary schedule; however, the Employee shall not lose tenure or seniority.

22.8.8 The participant shall have the option of remaining covered by group insurance plans, etc., throughout the sabbatical year. Costs of such coverage shall be borne by the participant and shall be pre-paid at the beginning of the sabbatical leave year or on a monthly basis.

22.8.9 The District will examine each request for sabbatical and will determine whether more than one (1) individual will be granted such leave, based on the abilities of the District to grant the leaves and the merits of the requests.

22.8.10 An Employee returning from sabbatical leave shall be given his/her former position back, or a like position, unless said Employee is subject to the provisions of "Lay Off & Reduction of Force", Article 9.

22.9 Maternity Leave

22.9.1 Pregnancy or pregnancy related disability shall be treated as a temporary disability, with all accumulated sick leave privileges being available to the Employee while she is disabled. The District may require verification from the Employee's physician if the disability lasts longer than six (6) weeks after delivery.

22.9.2 During the time the Employee is on sick leave as a result of disability due to pregnancy, the Employee shall retain and accrue all leaves, insurance, tenure, etc.

22.9.3 The Employee shall notify the Superintendent as soon as she learns of an anticipated delivery date, and shall consult with the Superintendent regarding departure and return dates. However, the dates of departure and return shall be determined by the Employee and her physician.

22.9.4 Pregnancy or childbirth shall not be the basis for termination or compulsory resignation.

22.10 Legislative Leave

Legislative leave shall be available to an Employee who has been elected or appointed as a Legislator in the Montana House of Representatives or Senate. The length of a legislative leave shall be commensurate with the legislative session, including any extensions or special sessions that may be imposed.

During a legislative leave, the Employee shall receive full contract salary from the District, continue to accrue seniority, and receive all fringe benefits to which said teacher is entitled. In return, the teacher on legislative leave agrees to reimburse the District for all teacher-replacement costs, salary and benefits. As 2-2-104 MCA requires that legislative pay plans be submitted to the Commissioner of Political Practices, 22.12 is void if the Commissioner rejects the submitted pay plan.

22.11 Other Leaves

22.13.1 The District has the right to establish additional lengths and/or additional benefits thereto, and to establish other forms of leave, at the sole discretion of the District and without establishing precedent.

ARTICLE 23 – LEAVE WITHOUT PAY

23.1 Extended Leave For Child Care:

23.1.1 Directly after the end of an Employee's Pregnancy Related Disability Leave or prior to the start of the school year following such leave, she may opt to take up to one (1) full year without pay for the purpose of child care. Grants in excess of one (1) year may be authorized by the District at its sole discretion.

23.1.2 The Employee shall notify the District of the date such leave is to begin and her return date not later than thirty days prior to the beginning of such leave.

23.1.3 This leave is available only to Employees who have taught in the District for at least two (2) years.

23.1.4 The Employee may continue on the group insurance plan, but shall be responsible for all premium payments.

23.1.5 This leave shall not be applied to the granting of tenure.

23.1.6 Upon returning to employment, the Employee will be credited with experience accumulated in the District up to the time of such leave, with five (5) or more months credited as one (1) full year and less than five (5) months not being credited.

23.1.7 This leave shall be for a period of not less than one (1) full quarter, and return from this leave shall coincide with the beginning of a quarter.

23.2 Extended Leaves of Absence:

23.2.1 Extended Leaves of Absence will be granted Employees without salary and at the sole discretion of the Board, for such reasons as extended family illness, exchange teaching, foreign or military teaching programs, educational programs, cultural travel or work programs related to their professional responsibilities.

23.2.2 Status of Employees on extended leave relative to placement on the salary schedule and other factors related to length of service shall not be reduced because of the authorized absence.

23.2.3 An Employee returning from an extended leave shall be restored to his/her former position, or a position of like nature, seniority, status and appropriate salary, unless said Employee is subject to the provisions of Article 9 - "Reduction in Force".

23.2.4 A leave of absence without salary shall be granted any Employee upon application, for the purpose of serving in a public office to the extent necessary for such activities.

23.2.5 A full teaching year, or major portion thereof, during which an Employee is on extended leave shall not be counted as a year of experience for purposes of advancement on the salary schedule, however, the Employee shall not lose tenure.

23.2.6 An Employee on extended leave shall have the option of remaining covered by group insurance plans, etc., throughout the leave period. Costs of such coverage shall be borne by the Employee and shall be pre-paid at the beginning of the leave period.

23.3 Other Leaves

23.3.1 The District has the right to establish additional lengths and/or additional benefits thereto, and to establish other forms of leave, at the sole discretion of the District and without establishing precedent.

ARTICLE 24 – BENEFITS

24.1 Insurance

24.1.1 Mutual Selection Of Carriers

24.1.1.1 All insurance program carriers shall be selected by an insurance committee.

24.1.1.2 For further Insurance Committee reference, see Article 7 - "Joint Committees".

24.1.2 Continuity Of Coverage

24.1.2.1 It is understood that the District is not an insurance carrier and is responsible only for premium contributions and transfer of premium payments as established by the Agreement between the parties.

24.1.2.2 The District is not responsible for funding any claim settlements.

24.1.2.3 The District agrees to abide by the decision of the Insurance Committee, and maintain the insurance program designated by such Committee, so long as such contribution is possible through the terms of this Agreement.

24.1.3 Claims Against The District

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

24.1.4 Eligibility and Duration of Insurance Contribution.

24.1.4.1 An Employee is eligible for School District contribution as provided in this section so long as the Employee is employed by the District. Upon termination of employment all District contributions shall cease, effective the last pay period.

24.2 Health Insurance

24.2.1 District Contributions

24.2.1.1 During the 2023-2024 school year, the District will contribute one thousand one-hundred forty-eight dollars and three cents (1,148.03) toward the cost of a participating Employee's monthly insurance premium per month. With any future premium increases, the District will contribute the same amount as during the 2023-2024 school year plus fund 80% of any additional annual premium increase that is not offset by plan reserves.

24.2.1.2 The contribution will apply to all Employees enrolled in the program.

24.2.1.3 Retirees may remain on the group health insurance program, subject to 2-18-704, MCA but shall be responsible for all premium payments as stated in Retirement Article 25.

24.2.1.4 Benefits provided in this Article are designated for all Employees but shall not apply to those employed less than half time. The District contribution will be prorated according to full-time equivalence (FTE) for Employees working half-time but less than full-time.

24.3 School District Events

24.3.1 All Employees, spouses, and dependent children will receive free admission to all school sponsored activities.

ARTICLE 25 - RETIREMENT

25.1 Retirement

25.1.1 Any bargaining unit member who elects to retire during the term of this Agreement, and who has at least 15 years of service with Columbia Falls School District Six, the last ten (10) of which must be consecutive years of service, and who has notified the District in writing by April 10 of the year of retirement shall be eligible for a District's insurance contribution upon retirement. The District will contribute 2 years (twenty-four months) of insurance premiums following retirement as a certified employee in the District. The District will pay toward the premium an amount equal to the District's monthly premium contribution paid pursuant to section 24.2.1 during the retiree's first retirement year.

25.1.2 Any bargaining unit member who elects to retire and meets the eligibility criteria defined in article 25.1.1 shall be eligible for compensation payable September 10 in the school year following their retirement for their unused sick leave balance in accordance to the following:

- Members with 180 or more days of accumulated sick leave shall be paid \$57 per day.
- Members with accumulated sick leave balance between 135 and 179 days shall be paid \$44 per day.
- Members with accumulated sick leave balance between 90 and 134 days shall be paid \$33 per day.

The calculation for this compensation shall take the total hours of unused sick leave divided by 8 and round to the nearest day.

25.1.3 Any bargaining unit member who elects to retire, and who qualifies for continued years of insurance coverage may opt for an annual cash payment equal to \$10,000 payable on August 10.

25.1.4 In the event of the participant's death during the years of post-employment benefits, the remaining compensation will be paid to a designated beneficiary as filed with the Montana Teachers Retirement System.

ARTICLE 26 – EMPLOYEE TRAVEL

26.1 Mileage Reimbursement

26.1.1 When, in the course of employment, an Employee is required to provide their own transportation, he/she shall receive a travel-transportation reimbursement per 2-18 503, MCA, per authorized mile.

26.2 Expenses

26.2.1 Employees who attend training and other conferences at the direction of the District shall be reimbursed in accordance with the rates established in statute for state Employees, upon presentation of appropriate receipts.

26.3 Allowances

26.3.1 Travel and transportation allowance amounts and expense reimbursement receipts shall be submitted on a monthly basis to the principal or administration office.

26.3.2 Payment shall be made on the next regular pay period.

ARTICLE 27 – OPEN HOUSE

27.1 Rationale

27.1.1 In order to promote positive education, productive communication, and effective schools, a building may select to provide an annual informational Open House during the school year.

27.2 Format

27.2.1 The format for the Open House will be developed by each building.

27.2.2 Open House will not extend beyond 2 hours and 9:00 PM.

ARTICLE 28 – NO STRIKE CLAUSE

28.1 During the term of this Agreement neither party may engage in a strike, cessation of work or lockout.

ARTICLE 29 – GRIEVANCE PROCEDURE

29.1 Grievance Definition

29.1.1 "Grievance" shall mean an allegation by an Employee resulting in a dispute or disagreement between the Employee and the District as to the interpretation or application of the policies and the terms and conditions contained in this Agreement.

29.2 Representation

29.2.1 The Employee, administrator or District may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

29.3 Definitions And Interpretations:

29.3.1 Extension

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

29.3.2 Days

29.3.2.1 Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays.

29.3.3 Computation Of Time

29.3.3.1 In computing any period of time prescribed or allowed by procedures herein, the date of the act, the event, or default for which the designated period of time begins to run shall not be included.

29.3.3.2 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.

29.3.4 Filing And Postmark

29.3.4.1 The filing or service of any notice or document 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.

29.4 Time Limitation And Waiver

29.4.1 Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date of the event giving rise to the grievance occurred.

29.4.2 Failure to file any grievance within such period shall be deemed a waiver thereof, unless conditions existed beyond the control of the grievant.

29.4.3 Failure to appeal a grievance from one level to the next within the time periods hereafter provided, shall constitute a waiver of the grievance.

29.4.4 An effort shall first be made to adjust an alleged grievance informally between the Employee and the School District designee.

29.5 Adjustment Of Grievance

29.5.1 The School District and the Employee shall attempt to adjust all grievances, which may arise during the course of employment of any Employee within the School District in the following manner:

29.6 LEVEL 1

29.6.1 An attempt to resolve the grievance shall be made through informal discussion between the grievant(s) and the immediate supervisor.

29.7 LEVEL 2

29.7.1 In the event the grievance is not resolved in Level 1, the grievance may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after the discussion in Level 1.

29.7.2 If a grievance is properly appealed to the Superintendent, he/she or his/her designee shall set a time to meet regarding the grievance, within fifteen days after receipt of the appeal.

29.7.3 Within five (5) days after such meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties.

29.7.4 If no response is made by the grievant to the Level 2 decision within fifteen days, the grievance becomes waived.

29.8 LEVEL 3

29.8.1 In the event the grievance is not resolved in Level 2, the Superintendent's decision may be appealed to the Board Chair within five (5) days of receipt of the decision.

29.8.2 The Board shall then hear the grievance not later than its next regularly scheduled meeting, and shall render a decision not later than the subsequent regularly scheduled Board meeting.

29.9 Step Waiver

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

29.10 Arbitration: LEVEL 4:

29.10.1 Procedure

29.10.1.2 In the event the parties are unable to resolve a grievance, it shall be jointly submitted to arbitration as defined herein.

29.10.2 Selection Of Arbitrator

29.10.2.1 The parties shall request the Board of Personnel Appeals to submit, within ten (10) days to both parties, a list of seven (7) names.

29.10.2.2 Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking three (3) names each from the list in alternate order, and the name so remaining shall be the arbitrator.

29.10.3 Hearing

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

29.10.4 Decision

29.10.4.1 The decision by the arbitrator shall be rendered within thirty days after the close of the hearing.

29.10.4.2 Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties.

29.10.5 Expenses

29.10.5.1 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 in arbitration.

29.10.5.2 A transcript or recording shall be made of the hearing at the request of either party.

29.10.5.3 The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either party or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

29.10.5.4 The party ordering a copy of the transcript shall pay for such copy.

29.10.6 Jurisdiction

29.10.6.1 The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure.

29.10.6.2 This jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall the arbitrator have the 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; nor shall the jurisdiction of the arbitrator extend to matters of managerial policy.

29.11 Grievance Form

29.11.1 Grievances must be submitted in writing on the form attached. See Appendix B.

ARTICLE 30 – MAINTENANCE OF STANDARDS

30.1 All items contained in this Agreement concerning wages, hours, fringe benefits and conditions of employment shall be maintained except where changed by negotiations. Negotiations shall be entered into during the term of this Agreement only by mutual agreement of the parties hereto, or as outlined in Article 32 - "Effect, Duration, & Reopening".

ARTICLE 31 – SAVINGS CLAUSE

31.1 Should any part or provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part of provision of this Agreement, shall not invalidate the remaining parts or provisions

hereof; provided, however, upon invalidation the parties agree to meet at reasonable times and places and re-negotiate such part or provision affected. The remaining parts or provisions shall remain in full force and effect. However, all such re-negotiations shall maintain as nearly as possible the full intent of this Agreement as it is currently negotiated.

ARTICLE 32 – EFFECT, DURATION AND REOPENING

32.1 Effect

32.1.1 This Agreement constitutes the full and complete agreement between the School District and the Exclusive Representative of the Employees covered by this Agreement.

32.1.2 During the course of negotiations each party had the right and opportunity to make proposals and each hereby waives the right to negotiate on any matter during the term of this Agreement, and for a successor agreement. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, past practices, school policies, rules and regulations concerning terms and conditions of employment insofar as such are or may be inconsistent with the provisions of this Agreement.

32.1.3 Any contract between the Board and the Employees shall be expressly subject to the terms and conditions of this Agreement.

32.2 Duration And Reopening

32.2.1 The term of this Agreement shall be from July 1, 2023 or upon ratification, whichever is later, through June 30, 2024 and the contract will continue to remain in force for an additional period of one (1) year thereafter unless either party gives written notice to the other at least sixty days prior to the expiration date of its desire to renegotiate this Agreement.

APPENDIX A – REQUEST FOR CREDIT APPROVAL

School District No. 6

This form must be submitted to the Administration Office.

- The Administration will submit the form to the Credit Committee.
- Submit if possible, prior to taking the course for assurance that it will count for movement on the salary schedule.
- If the course has already been taken, it will be reviewed and you will be notified if it was approved for movement on the salary schedule.

Please refer to the Collective Bargaining Agreement between the Union and the District before completing this form.

Today's date _____

Name: _____
Last First Middle

School: _____ Present Position: _____

Course Name and Number: _____

Department of Course (Education, Math, Etc.): _____

Beginning and Ending Dates of Course: _____

Course offered by (College/University/Extension): _____

Number of Credits (Quarter Hours): _____ (Semester Hours): _____

Method of Presentation

☐ On Campus ☐ Correspondence ☐ Video
☐ University Extension ☐ Telecommunication ☐ Other: _____

Statement as to how this course will benefit the students you teach and how it applies to your present teaching duties:

Committee Recommendation: _____ Date _____

Superintendent Approval _____ Date _____

Employee Notification _____ Date _____

APPENDIX B – GRIEVANCE FORM

Page 1 of 2

School District No. 6

Grievant:

Date of Grievance:

Statement of Grievance:

A:

Contract Provision Violated: _____

B:

Contract Provision Violated: _____

C:

Contract Provision Violated: _____ (Use additional Sheets if necessary)

Action or Relief Requested: (A, B, & C correspond to same above.)

A:

B:

C:

Grievant's Signature: _____ Date Given to Immediate Supervisor: _____

Immediate Supervisor's Response:

A:

B:

C:

Supervisor's Signature: _____ Date Given to Grievant: _____

Grievant's Response:

A:

B:

C:

Grievant's Signature: _____ Date Given to Superintendent: _____

APPENDIX B – GRIEVANCE FORM

Page 2 of 2

School District No. 6

Grievant: _____

Date of Grievance: _____

Superintendent's Response:

A: _____

B: _____

C: _____

Superintendent's Signature: _____ Date Given to Grievant: _____

Grievant's Response:

A: _____

B: _____

C: _____

Grievant's Signature: _____ Date Given to Board Chair: _____

Board's Response:

A: _____

B: _____

C: _____

Board Chair's Signature: _____ Date Given to Grievant: _____

This Grievance is Being Processed to Arbitration

Union President's Signature: _____ Date Given to Board Chair: _____

Resolution of Grievance:

☐ Informal ☐ Immediate Supervisor ☐ Superintendent ☐ Board ☐ Arbitration

Resolution: _____

Date of Resolution: _____

APPENDIX C – CITIZEN COMPLAINT FORM
School District No. 6

This form is to be prepared by any individual from the public who wishes the District to process a complaint about an Employee or a program of the District.

Name of Employee or Program for which this complaint is filed:
My Specific concerns regarding the above person or program include:

☐ I have spoken with the affected Employee I have observed the situation myself: ☐ Yes ☐ No

I have reviewed and/or discussed these concerns with the following District Employees:
My specific recommendation for improving the performance of the District Employee or Program:

Name of Complainant: _____
Address: _____
Telephone: _____
Signature: _____ Date: _____

<input type="checkbox"/> Summary Attached
<input type="checkbox"/> Copy of Form CCF to affected Employee

Receiving Employee
Building
Date

**DISTRICT STANDARDS AND
EXAMPLES WHICH REFLECT EFFECTIVE TEACHING TECHNIQUE**
School District No. 6

Instruction

District Standard: Effective Employees demonstrate accomplished planning skills, which reflect curriculum / program goals.

Examples may include:

- Development of lesson plans which reflect the school curriculum or program goals.
- Incorporation of content from previous lessons when appropriate.
- Inclusion of student assessment procedures.
- Selection of activities at the correct grade level.

District Standard: Effective Employees implement operative instructional techniques.

Examples may include:

- Review and preview of the structure of learning.
- Stated instructional objectives.
- Modeling of skill congruent with topic being taught.
- Providing guided practice to reinforce concepts.
- Checking for comprehension.
- Providing independent practice activities.
- Establishing closure at the end of the lesson.
- Moving smoothly from one activity to another.

District Standard: Effective Employees motivate students.

Examples may include:

- Communication of high but realistic expectations.
- Positive responses to students.
- Giving feedback to students in a timely fashion.
- Encouragement of higher order thinking skills.
- Promotion of active participation during the lesson.

District Standard: Effective Employees are skilled communicators with students.

Examples may include:

- Speaking clearly.
- Using a variety of verbal and nonverbal techniques.
- Giving concise directions.
- Utilizing investigative questioning techniques.
- Demonstrating good listening skills.

District Standard: Effective Employees provide students with specific evaluative feedback.

Examples may include:

- Returning student work in a timely and appropriate manner, which promotes adjustment of instruction.
- Preparing tests, which reflect course objectives.
- Interpreting classroom test results to students.
- Monitoring student progress through a series of formative and summative evaluation techniques.
- Making methods of evaluation clear and purposeful.

District Standard: Effective Employees display a thorough knowledge of curriculum and subject matter.

Examples may include:

- Identifying the subset of skills that are essential for accomplishing the instructional objectives of the lesson.
- Relating specific topics or activities to content area.
- Use of appropriate examples and illustrations.

District Standard: Effective Employees provide opportunity for individual differences.

Examples may include:

- Accommodating a variety of learning styles.
- Implementing IEP or 504 plans as required.

District Standard: Effective Employees ensure student time on task.

Examples may include:

- Beginning class work promptly.
- Minimizing transition time.

District Standard: Effective Employees set high expectations for student achievement and behavior.

Examples may include:

- Establishing student expectations based upon ability level.
- Establishing and clearly communicating guidelines and consequences for student classroom behavior.
- Maintaining a positive classroom environment that encourages desirable student behavior.
- Managing disruptive behavior in a timely, predictable, and consistent manner.

Interpersonal Skills

District Standard: Effective Employees demonstrate effective interpersonal relationship with others.

Examples may include:

- Practicing effective communication with all segments of the school system.
- Working toward developing a positive relationship with all students.
- Communicating with parents in the best interest of the student.
- Maintaining confidentiality regarding students.
- Providing a climate that opens up communications between Teacher and parent.
- Maintaining a high standard of professionalism with colleagues.

District Standard: Effective Employees demonstrate awareness of the special needs of students.

Examples may include:

- Showing awareness of needs and ability to deal with exceptional students.
- Showing sensitivity to physical and emotional development of students.
- Being attentive to the special health needs of students.
- Working cooperatively with support staff.

District Standard: Effective Employees promote positive self-concepts and self-discipline.

Examples may include:

- Providing opportunities for students to meet success.
- Helping students develop efficient learning skills and work habits.
- Promoting student self control.
- Promoting positive self-image in students.

Professional Responsibilities

District Standard: Effective Employees promote and demonstrate professional responsibility.

Examples may include:

- Responding appropriately to parental concerns.
- Completing duties accurately and promptly.
- Being punctual to assigned duties.
- Staying informed regarding policies and regulations applicable to his/her position.
- Providing accurate data and reports as requested for management purposes.
- Being readily available to students.

District Standard: Effective Employees assume responsibilities outside the classroom as they relate to school.

Examples may include:

- Assuming necessary non-instructional responsibilities.
- Exercising responsibility for student management throughout the building.

District Standard: Effective Employees demonstrate professional growth.

Examples may include:

- Being knowledgeable about current educational directions.
- Participating in professional activities related to District, as well as educational / curricular goals.
- Participating in curriculum review and development.