

MASTER AGREEMENT

BETWEEN

POPLAR EDUCATION ASSOCIATION

AND

POPLAR PUBLIC SCHOOLS

DISTRICT 9 AND 9B

2021-2024

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This agreement entered into this 10th day of May 2021 by and between the Board of Trustees, School District No. 9, and the High School District No. 9B, Poplar, Montana, hereinafter called the Board, and the Poplar Education Association, affiliated with the MEA-MFT hereinafter called the Association.

PREAMBLE

The Board and the Association recognize and declare that providing a quality education for the children of the school districts is their mutual aim.

ARTICLE I RECOGNITION

1.1 ASSOCIATION RECOGNITION

1.1.1 The Board hereby recognizes the Association as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit.

1.2 TEACHER DEFINITION

1.2.1 Unless otherwise indicated, the term "teacher", when used hereinafter in this agreement shall refer to all employees in the appropriate unit.

1.3 APPROPRIATE UNIT DEFINITION

1.3.1 The appropriate unit shall consist of all district employees whose position requires certification under Section 20-4-106 with the exception of class three (3).

1.4 UNIT EXCLUSIONS

1.4.1 The appropriate unit shall except and exclude the following:

1.4.1.1 Supervisors as defined in the Montana Collective Bargaining Act.

1.4.1.2 Substitute teachers.

1.4.1.3 Temporary employees (By way of definition, temporary means someone hired to work for the district for less than thirty (30) days).

1.4.1.4 All other employees whose responsibilities are primarily supervisory rather than instructional.

ARTICLE II ASSOCIATION RIGHTS

2.1 RIGHT TO ORGANIZE

2.1.1 The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representatives of him/her, to negotiate the terms and conditions of his/her employment, and that he/she shall be free from interference, restraint or coercion by the Board, or its agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

2.2 PERTINENT INFORMATION

2.2.1 The Board agrees to make available to the Association in response to request, all information concerning the financial resources of the district, including, but not limited to: annual reports and audits, register of certified personnel and their place on the salary schedule, tentative budgetary

requirements and allocation, agendas and minutes of Board Meetings, census data, names and addresses of all teachers, and such information directly related to contract negotiations. Cost of printing may be charged to the Association.

2.3 ASSOCIATION BUSINESS

2.3.1 Representatives of the Association and its affiliates will be permitted to transact official Association Business on school property and receive telephone calls and other communiqué concerning Association business, provided that this shall not disrupt school operations.

2.4 ASSOCIATION USE OF BUILDINGS

2.4.1 The Association and its representatives shall have the right to use the school buildings for meetings. The principal of the building in question shall be informed in advance of the time and place of all such meetings and approval shall be given unless the facility requested is otherwise in use.

2.5 ASSOCIATION USE OF SCHOOL EQUIPMENT

2.5.1 The Association shall have the right to use school facilities and equipment, including computers and all types of audiovisual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. Equipment shall not be removed from school grounds.

2.6 ASSOCIATION USE OF INTER-SCHOOL COMMUNICATION FACILITIES

2.6.1 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one which shall be provided in each school building. Teachers may use the district mail service and teacher mail boxes for communication to teachers, provided that said material does not constitute a personal attack on an Administrator, Board member or staff member.

2.7 ASSOCIATION INVOLVEMENT AT BOARD MEETING

2.7.1 The Board shall place on the agenda of each regular Board meeting as the first item at an appropriate place on the agenda for communications/delegations any matters brought by the Association so long as those matters are made known to the Superintendent's office six (6) days prior to said regular meeting.

2.8 ASSOCIATION LEAVE

2.8.1 At the beginning of every school year, the Association shall be credited with seven (7) days to be used by teachers who are officers or agents of the Association. Such use, with pay, is to be at the discretion of the Association. The Superintendent will be notified no less than five (5) school days prior to commencement of such leave. Any additional leave needed for negotiation, arbitration, fact finding, and/or mediation as pertains to the Poplar Public School's Master Agreement shall be granted at full salary.

2.9 EXCLUSIVE RIGHTS OF ASSOCIATION

2.9.1 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

2.10 ASSOCIATION INVOLVEMENT AT FACULTY MEETINGS

2.10.1 The Association shall be given at least thirty (30) minutes on the agenda of the orientation program for new teachers to explain Association activities.

Furthermore, the Association shall be given five (5) minutes at faculty meetings to present reports and announcements if the time is requested prior to the faculty meeting.

**ARTICLE III
PROFESSIONAL DUES AND FEES; PAYROLL DEDUCTIONS**

3.1 DUES DEDUCTION AUTHORIZED

3.1.1 The Board of Trustees agrees to deduct from the salaries of all members of the appropriate unit such monies for membership in the United Teaching Profession (National Education Association, MEA-MFT and Poplar Education Association) as said persons individually authorized the Board to deduct as provided by law.

3.2 DUTY OF FAIR REPRESENTATION AND REPRESENTATION FEE

3.2.1 The District shall deduct from the salaries of all members such monies for the Exclusive Representation Fee.

3.2.1.1 Should the individual decline membership, a Representation Fee will be required.

3.2.1.2 The following language shall be contained in each individual contract presented to a teacher, beginning with said contracts for the 2012-2013 school year: "For the term of this Contract, I authorize and direct the School District to deduct from monthly earnings such monies as are required to pay the Association's representation fee or dues, and to pay over to the Association those monies."

3.2.1.3 Any dispute concerning the amount, the method of determining the amount of or notifying non-members of the representation fee shall be solely between the affected member and the Association. The Association will provide an internal review procedure wherein nonmembers may challenge the determination of the fee for the Association services in representing members of the bargaining unit in the process of negotiating and administering the collective bargaining agreement. Disputes concerning the representation fee assessed to such non-members may not be processed through the grievance procedure provided for under this Agreement.

3.3 NOTIFICATION AND TRANSMITTAL OF MONIES

3.3.1 The Association will certify to the Board, in writing, the current rate of membership dues.

3.3.2 By October 1 of each year, the Board will provide the MEA-MFT with a list of those employees who have authorized the Board to deduct dues for membership in the United Teaching Profession. The Board will notify the MEA-MFT of any changes in the list.

3.3.3 Additional authorization(s) for dues deduction when received by the Board during the school year will be prorated over the monthly payments of the person's current contracted salary. All remaining unpaid dues or fees shall be deducted from the final paycheck of a person leaving the employment of the school district before the end of the school year.

3.3.4 Said monies, together with records of any corrections, shall be transmitted to the MEA-MFT on a monthly basis and no later than ten (10) days following the actual deduction.

3.4 OTHER PAYROLL DEDUCTIONS

3.4.1 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit unions, savings bonds and insurance. Other new plans or programs of this type would be approved by the Board. Deductions will be paid by the end of said month.

3.5 HOLD HARMLESS CLAUSE

3.5.1 The Association agrees to indemnify and hold harmless the District, the Board, each individual Board members and all administrators against any and all claims, suits, or other forms of liability and all court costs arising out of provisions of the District's compliance with this Agreement for dues and representation fee deductions. This provision is not intended to absolve the District of any errors that it may make prior to transmittal of funds to the Association.

ARTICLE IV TEACHERS RIGHTS

4.1 CITIZENSHIP RIGHTS

4.1.1 The Board recognizes the teacher's full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination.

4.2 TEACHER SAFETY AND WELL-BEING

4.2.1 Teachers will not be required to perform any duty or act which threatens anyone's physical safety or well-being. In the event of battery (battery involves violent physical contact with another) upon a teacher resulting from the performance of the teacher's contractual obligations by an adult or non-student, the Board will support the teacher in pressing charges.

4.2.2 In case of battery by a student upon a teacher resulting from the performance of the teacher's contractual obligations appropriate disciplinary actions (as outlined in the disciplinary policy guidelines) will be taken by the district which may include support in pressing charges.

4.2.3 Furthermore, any time lost by a teacher, in any district as described, as a result of battery shall not be charged against the teacher. For either case of battery, the Board will pay up to 85% of any legal expenses incurred by the teacher.

4.3 CIVIC AND JUDICIAL DUTY

4.3.1 All leave time required for jury, military, courtroom, or in response to a subpoena shall be at full salary as required by law less any remuneration received by the teacher.

4.3.2 All leave time required for local volunteer firefighters to assist with structure fires shall be at full salary upon approval by principal during working hours.

4.4 PERSONAL LIFE

4.4.1 The personal life of any teacher is not an appropriate concern of the Board unless it jeopardizes the operation of the school.

4.5 APPEARANCES BEFORE EMPLOYER

4.5.1 No teacher shall be required to appear before the Board or its agents concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, employment or the salary or any increments pertaining thereto, unless he/she has been given prior written notice of the reason for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such interview.

4.6 JUST CAUSE

4.6.1 No teacher beyond his/her third year shall be disciplined, reprimanded, reduced in rank or compensation, dismissed, terminated or deprived of any professional advantage in a capricious or unfair manner. (Capricious - - inclined to change abruptly and without reason: erratic: unpredictable.)

4.7 UNIFORM APPLICATION OF RULES AND REGULATIONS

4.7.1 The district will make every effort to interpret and apply all rules and regulations governing employee activities and conduct uniformly throughout the district.

4.8 STATE AND FEDERAL RIGHTS

4.8.1 Nothing contained herein shall be construed to deny or to restrict any teacher such rights as he/she has under the laws of Montana and the United States or other applicable laws, decisions and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE V ACADEMIC FREEDOM

5.1 ACADEMIC FREEDOM

5.1.1 No special limitations shall be placed upon study, investigation presenting and interpreting facts and ideas concerning man, human society and the physical and biological world and other branches of learning subject to accepted standards of professional responsibilities in regards to academic freedom. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the school environment. Academic freedom cannot be interpreted in such a way as to ignore established curriculum approved by the board.

**ARTICLE VI
POWERS OF THE BOARD**

6.1 AUTHORITY AND RESPONSIBILITY

- 6.1.1 The Board has and shall retain without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law to establish, maintain or modify school policy of operation. The management of the district and the direction of its employees are vested exclusively in the Board. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Board in accordance with such policy or procedure as the Board may determine. Management rights will not be deemed to exclude other management rights not herein specifically enumerated. The Board agrees to exercise its powers consistent with the provisions of the negotiated Agreement.

**ARTICLE VII
GRIEVANCE PROCEDURE**

7.1 DEFINITIONS

- 7.1.1 A grievance is a written and signed claim by a grievant that there has been a violation of the terms of Agreement.
- 7.1.2 A grievant is a teacher, or group of teachers, or the Association.
- 7.1.3 Days shall mean Teacher PIR/PI (working) days during the school year. During the summer months days shall refer to days the District Business office is open. Other exceptions may be noted in sections below.

7.2 INDIVIDUAL RIGHTS

- 7.2.1 Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration at Level One without intervention by the Association, provided that adjustment is not inconsistent with the terms of the contract.

7.3 PROCEDURE

STEP I - Immediate Supervisor

The grievant shall within twenty-one (21) days of the occurrence or knowledge of the act or condition which is the basis of the complaint, present the grievance in writing, to the immediately involved supervisor.

The grievance shall be written on the appropriate grievance form (Appendix D) and shall include a statement of the grievance, which article(s) are in dispute, and the requested remedy. If the grievance is of a repeat or recurrent nature, the remedy of the grievance shall only extend back 60 days from the date the grievance was filed.

The immediate supervisor will arrange for a meeting with the grievant to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within ten (10) days after the meeting.

STEP II - Superintendent

If the grievant or the Association is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievance, within ten (10) days, may be referred to the superintendent or the superintendent's designee. The superintendent shall arrange for a hearing with the grievant to take place within ten (10) days after receipt of the appeal. Upon conclusion of the hearing, the superintendent will have ten (10) days to provide the grievant and the Association with a written decision.

STEP III - School Board

If the grievant or the Association is not satisfied with the disposition of the grievance at Step II, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievance within seven (7) days may be referred to the Board of Trustees. The chairman of the Board shall arrange for a hearing with the grievant to take place at the next regularly scheduled meeting. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant and the Association with a written decision.

STEP IV - Binding Arbitration

If the Association is not satisfied with the disposition of the grievance at Step III, or if no disposition has been made within the time period provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within ten (10) days after it has received the decision at Step III.

After notice of submission to arbitration, the Association shall request from the Montana Board of Personnel Appeals, a list of qualified arbitrators. Within fourteen (14) days of receipt, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.

The arbitrator shall not consider any argument or evidence that the grievant, Exclusive Representative or School Board did not submit to the other side seven (7) days before arbitration.

The arbitrator shall consider the grievance and render a decision within sixty (60) days of the hearing or final submission of briefs, whichever is later. The arbitrator's decision shall be final and binding upon the parties.

Costs associated with binding arbitration shall be shared equally by the Poplar Education Association and the School District. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs for the transcript. If both parties request transcripts, they shall share equally the cost.

7.4 EXCEPTIONS TO TIME LIMITS

- 7.4.1 The time limits set forth in the Article may be changed by written agreement. If the grievant fails to file the grievance within the first twenty-one (21) days as

stated in Step I, the grievance is forever waived. If the grievant fails to timely file an appeal, the grievance is settled as stated in the earlier step.

- 7.4.2 A grievance may be immediately advanced to Step II if the principal lacks the authority to adjust the grievance because the challenged act or omission was taken by the Board of Trustees, superintendent or other person not subject to the authority of the principal. In the event that the superintendent determines that the principal has the authority to adjust a grievance advanced to Step II, the superintendent may refer the grievance back to the principal for resolution.
- 7.4.3 A grievance may be immediately advanced to Step III if the superintendent and the Association agree that the superintendent lacks the authority to adjust the grievance because the challenged act or omission was taken by the Board of Trustees. In the event that the Board of Trustees determines that the principal or superintendent has the authority to adjust a grievance advanced to Step III, the board may refer the grievance back to the principal or superintendent for resolution.
- 7.4.4 A request for arbitration may be made without completion of Steps I through III of the grievance procedure where the challenged act or omission is the result of a final decision of the Board of Trustees.

7.5 NO REPRISALS

- 7.5.1 No reprisals of any kind will be taken by the Board, the school administration, the Association or the employee against any person because of participation in this grievance procedure.

7.6 COOPERATION OF PARTIES

- 7.6.1 The Board, the administration, the Association and the employee will cooperate with the other in the investigation of any grievance, and further will furnish the other such information as is requested for processing of any grievance.

7.7 PERSONNEL FILES

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

7.8 ELECTION OF REMEDIES AND WAIVER

- 7.8.1 The Association and/or teachers(s) instituting any actions, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this Agreement. Upon instituting a proceeding in another forum as outlined herein, the teacher(s) and/or Association shall waive his/her/their right to initiate a grievance pursuant to this Agreement or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this agreement or to enforce the award of an arbitrator.

7.9 JURISDICTION OF THE ARBITRATOR

- 7.9.1 The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The arbitrator's decision will be based upon the specific provisions of this Agreement. This arbitration provision shall be for grievances

only. There shall be no interest arbitration. (Appendix D - Grievance Report Form)

ARTICLE VIII STAFF EVALUATION

8.1 EVALUATION INSTRUMENT

8.1.1 Employee evaluations will be subject to the following process:

8.1.1.1 All ratings and remarks on the evaluation instrument must be substantiated by direct observation and or investigation.

8.1.1.2 See Appendix E for the evaluation instrument.

8.2 PRIOR NOTICE OF EVALUATION

8.2.1 In the case of a first year teacher, the Evaluator will provide him/her with a copy of the evaluation instrument and an explanation of the evaluation process.

8.3 AREAS OF EVALUATION

8.3.1 Teachers shall be evaluated in all areas with the major emphasis placed on their areas of endorsement or in the area of major teaching assignment.

8.4 CONDITIONS OF EVALUATION

8.4.1 In evaluating a teacher, due consideration shall be given to class size, ability level of students and physical distractions as they would affect teaching performance. All evaluation of the teacher's activities shall be conducted openly and with the teacher's full knowledge and awareness. Advance notice of intent for formal evaluation shall be given to the teacher. Informal evaluation is continuous as long as the teacher is apprised of evaluation concerns.

8.5 NUMBER OF EVALUATIONS

8.5.1 Evaluation will continue regularly throughout the teacher's service. The nontenure teacher will be evaluated at least twice yearly. All other teachers' evaluations will be at the discretion of the Administration.

8.6 POST-EVALUATION CONFERENCES

8.6.1 The Evaluator shall hold a conference with the teacher within two (2) weeks following the observation. At this time a copy of the report will be provided to the teacher. Each teacher will be provided definite, positive assistance to correct professional difficulties and time to incorporate the recommended changes.

8.7 PERSONNEL FILES

8.7.1 Evaluation reports to be placed in the teacher's permanent file shall be discussed between the teacher and the evaluator and shall be signed by the teacher to signify his/her notification that the item will be placed in the file. The teacher shall be provided the opportunity to write a rebuttal to the evaluator's conclusion to be attached to the evaluation report.

8.7.2 Each teacher shall have the right, upon written request to the Superintendent or his/her designee, to review the non-confidential contents of his/her personnel file. All written requests to view personnel files shall be honored by the superintendent or his/her designee within five (5) Teacher PIR/PI (working) days. If the request is made while school is not in session, the request will be honored within five (5) calendar days excluding Saturdays, Sundays and legal holidays. Unless otherwise specified elsewhere in the

Agreement, all items relating to an individual teacher with the exception of payroll and medical records shall be kept in a single official file. A representative of the Association, at the teacher's request, may accompany the teacher in this review.

8.8 REBUTTAL TO COMPLAINTS IN TEACHER FILES

- 8.8.1 Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which may be used in any manner in evaluating a teacher may be promptly investigated and called to the attention of the teacher before the complaint is placed in the teacher's personnel file.
- 8.8.2 The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences the teacher is required to attend regarding such complaint. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had an opportunity to read the material and respond accordingly (unless prohibited by law).
- 8.8.3 Unless prohibited by law any derogatory material not shown to a teacher within ten (10) Teacher PIR/PI (working) days after completion of any investigation, shall not be allowed as evidence in any grievance or in any disciplinary action against such teacher.
- 8.8.4 Derogatory material that is contained in evaluations and documents supporting comments in the evaluation or a Title 9 violation shall remain in the file. Any derogatory material that is not contained in evaluations shall be removed from the file after at least one year from the date of the notice, upon request of the teacher or the authorized PEA representative.

8.9 NONRENEWAL OF A TEACHER'S CONTRACT

- 8.9.1 Prerequisite to non-renewing a tenured teacher's contract, the following steps will have been taken:
 - 8.9.1.1 During the year of the non-renewal, the teacher was evaluated according to the provisions of this Article and significant deficiencies noted by the evaluator was accompanied by a written plan for improvement that included recommendations to correct those significant deficiencies and time to incorporate the Evaluator's recommendations. However, this section shall not preclude the District from terminating a teacher immediately should the situation warrant immediate termination.
 - 8.9.1.2 Any incident or situation during the current year that could lead to a recommendation for non-renewal, shall be discussed with the teacher before the recommendation to the Trustees, but no more than thirty (30) calendar days following the incident or situation

ARTICLE IX WORKLOAD AND CONDITIONS

9.1 TEACHER WORK LOAD

- 9.1.1 "Standards for Accreditation of Montana Schools" shall be used as minimum standards except as specifically stated in this agreement.
- 9.1.2 The weekly teaching load for all teachers shall be no greater than twenty-eight and one quarter (28 ¼) hours of assigned pupil contact time. Contact

time is defined herein as any time a teacher is assigned for purposes of classroom instruction or supervision of groups of pupils.

9.2 CLASS SIZE

9.2.1 All effort, within reason, will be made to limit class size to twenty-five (25) pupils in grades K-12.

9.3 WORK DAY

9.3.1 Total length of the work day shall not exceed eight hours including the lunch period. A work day shall be defined as beginning at 8:00 AM and ending at 4:00 p.m.

9.3.2 Early dismissal times before school holidays will be predetermined and notice given to employees before the beginning of the school year. On days preceding 3-day breaks the teachers' day shall end fifteen minutes after the close of the student day. Teachers will be released at 2:45 on Fridays.

9.4 DUTY-FREE LUNCH PERIOD

9.4.1 Teachers shall be paid \$3.00 per half hour for supervising their students in the lunchroom and for other assigned noon duties. It will be paid on a semester basis. A duty roster shall be made rotating noon duties equally among the teachers. Flexibility in scheduling is reserved for building principals.

9.5 PREPARATION TIME

9.5.1 Each classroom teacher shall have a minimum of thirty (30) minutes during a school day for purposes of planning or preparation. The intent of this time is to provide for lesson planning, professional reading, or engaging in activities that can improve teacher performance or student learning.

9.6 CERTIFICATION

9.6.1 All teachers shall hold a valid teaching certificate issued by the Montana Office of Public Instruction if employed in a position requiring teacher certification. It is understood that the teacher holds a valid certificate, or will have met the requirements for such by the opening of school. A teacher shall not be assigned to a position for which the teacher is not endorsed if there is another teacher on staff who is endorsed to fill the position. A teacher who has been involuntarily assigned to a position for which the teacher is not endorsed shall not be subject to disciplinary action based on inadequate job performance in the absence of any misconduct by the teacher.

9.6.2 The District shall have just cause to terminate a teacher who allows certificate to expire. At its discretion, the District may employ a teacher with a lapsed Montana certificate or another state certification as a substitute teacher.

9.7 NOTICE OF SCHEDULE

9.7.1 All teachers shall be given written notice of their schedules for the forthcoming school year no later than July 1 annually. Any teacher hired after July 1, shall be given written notice of his/her schedule within ten (10) calendar days of hire.

9.8 CHANGES IN SCHEDULE

9.8.1 In the event that changes in such schedules are proposed prior to the beginning of the school year, affected teachers shall be notified at least ten (10) calendar days prior to the effective date of the proposed change, and the

district shall consult with the teacher as to the nature and extent of the change.

9.9 TRANSFER APPLICATION

9.9.1 The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher to transfer to a different class, building or position shall be made in writing, on forms furnished by the District, one copy of which shall be filed with the superintendent and one of which shall be filed with PEA. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's qualifications.

9.10 VOLUNTARY TRANSFERS

9.10.1 Teachers requesting a voluntary transfer to a vacant position shall receive fair consideration based on the teacher's qualifications, performance, seniority and the needs of the District. Should the District deny a request for a voluntary transfer it will, within ten (10) working days, provide the teacher and the PEA with a written statement of its decision.

9.11 INVOLUNTARY MID-YEAR TRANSFERS

All assignments for the next school year shall be made on the last day of school annually. Thereafter, any change to assignment will be considered a mid-year transfer. Before transferring a teacher involuntarily mid-year, the District shall seek volunteers who are qualified for the position. If there are no volunteers, the District may reassign a qualified teacher, taking into consideration the teacher's seniority, qualifications, performance and the needs of the District. The District shall notify the affected teacher in writing twenty (20) calendar days prior to the transfer. An involuntary transfer shall not reduce a teacher's average daily rate of pay, seniority or fringe benefits. Work-related expenses necessitated by an involuntary transfer shall be borne by the District. Adequate time, without loss of salary, shall be provided to the teacher to effectuate the transfer.

9.12 COMPENSATION

9.12.1 Teachers who are transferred during the school year at the request of the District shall receive a one-time stipend of \$800.

9.13 EXPEDITED ARBITRATION OF TRANSFER DISPUTES

9.13.1 Disputes regarding an involuntary mid-contract transfer may be resolved through the grievance procedure beginning at the Board level. If the Board denies the grievance, or if the Board does not hear the grievance within ten (10) working days of its filing, it may be submitted to an arbitrator only at the option of the PEA. If the arbitrator selected by the parties is unable to schedule a hearing within 45 days of selection, the parties shall attempt to select another arbitrator who can comply with this request.

ARTICLE X WORK YEAR

10.1 SCHOOL CALENDAR

- 10.1.1 The school calendar will be in accordance with OPI requirements for aggregate hours for a school year as determined by state accreditation standards with a minimum of 1,080 aggregate hours. The school calendar shall include 7 PIR days employment for all teachers. The Board has the option to provide 2 additional PIR days at the daily rate of pay. In addition, and at the District's discretion, a new teacher to the District may be required to attend up to three additional days in-service. These days will be scheduled to immediately precede the annual August PIR days. In no event will the in-service be scheduled on a Saturday or Sunday.
- 10.1.2 If the District requires new employees to attend this in-service, each employee shall be paid at the daily of their annual pay for each day worked.

10.2 CHANGES IN SCHOOL CALENDAR

- 10.2.1 There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. This section shall not preclude the district from deviating from the adopted school calendar when emergencies or circumstances which could not have been foreseen arise. If such emergencies occur, the Board shall have the discretion to alter the school calendar after notifying the Association.

10.3 EMERGENCY SITUATIONS

- 10.3.1 In the event that an emergency alters the school calendar and requires that the district make up school days or hours lost, the school district in conjunction with the calendar committee will designate the days on which school will be made up and notify all teachers. This written notification via email will be provided to all teachers within five (5) working days in advance of the proposed make up day(s) and/or hours.

10.4 CALENDAR COMMITTEE AND APPROVAL

- 10.4.1 A committee of no more than six (6) teachers from the Association and the same number of Board designees shall propose a school calendar for the forthcoming year to the Board by the regular April Board Meeting. The final calendar must meet with the Board's approval. The parties agree to comply with all requirements of MCA 20-1-302.

ARTICLE XI LEAVES

11.1 LEAVE

- 11.1.1 All Leave will be charged in hourly increments. Leave without pay will be charged against final payments of contract.
- 11.1.2 On the October PIR days, employees who are unable to attend for any reason shall be required to make up the two PIR days before the end of the school year, engaging in activities included in the District's annual PIR day plan. If the days are

not made up by April 1, the District shall deduct the days not made up from the teacher's final payroll check.

11.2 SICK LEAVE

- 11.2.1 Unused days of sick leave from the previous year will be allowed to accumulate to ninety (90) day limit. At the beginning of each school year, each teacher shall be credited with ten (10) days of leave or the portion of those ten (10) days required to reach a maximum of ninety (90) days of sick leave. Sick leave shall be at full salary for personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity, or illness in the immediate family. Sick leave may be used for absences due to childbirth, including reasonable prenatal and postnatal care. "Immediate family" for sick leave shall mean the employee's spouse, children or parent (does not include parents in-law), grandchildren with a serious health condition for which the employee is needed to provide care, or custodial grandchildren.
- 11.2.2 A teacher hired after the beginning of the school year will receive sick leave on a pro-rated schedule in which a teacher hired for a full year shall earn ten (10) days.
- 11.2.3 Upon termination of employment, the employee shall receive a lump sum payment equal to one-fourth (1/4) of the unused accumulated sick leave days. The daily rate of pay shall be based upon the current contract amount divided by the number of work days in the current contract.
- 11.2.4 Employees hired under Federal programs will be subject to Federal restrictions and guidelines.

11.3 MATERNITY LEAVE

- 11.3.1 The pregnancy or related disability shall be treated as a temporary disability with all accumulated sick leave privileges; any additional leave will be determined by the Board.
- 11.3.2 The commencement or duration of leave, extensions, accrual of seniority and other benefits or privileges--protection under health or temporary disability plans--shall be applied in the same conditions as operative under other disability leaves.

11.4 BEREAVEMENT LEAVE

- 11.4.1 Five (5) days at full salary will be allowed each teacher for each death in his/her immediate family. Any other or additional leave is to be determined by the administration. "Immediate family" for bereavement shall include spouse, children, parents, siblings, grandchildren, grandparents, spouse's parents, son-in-law and daughter-in-law.

11.5 SICK LEAVE BANK

- 11.5.1 A sick leave bank shall be offered to bargaining unit members. The purpose of the sick leave bank is to provide employees with additional sick leave days needed to recover from major illness or injury of the employee or employee's parent, spouse or child which causes absence from work or subsequent loss of pay. Use of sick leave bank days for illness or injury of an employee's parent, spouse or child shall be not more than 15 days per event and not more than one-half (1/2) of the sick leave bank balance as of September 21 of that year.
- 11.5.2 The sick leave bank shall be administered by the Poplar Education Association officers.

- 11.5.3 Bargaining unit members may donate up to a maximum of two (2) days per year to the bank. To participate/draw out from the sick leave bank, bargaining unit members must donate a minimum of one (1) day every other year to the bank. This donation must occur by September 20 or within twenty working days if hired during the school year to secure enrollment in the program.
- 11.5.4 Sick leave will not be granted from the bank unless the employee has donated leave to the bank and will not be granted until the employee has exhausted all his/her personal sick leave.
- 11.5.5 Employees wishing to make use of the sick leave bank must make written request to the PEA officers for the number of sick days requested accompanied by documentation of major illness or injury.
- 11.5.6 PEA officers will have final approval and will notify the interested party and the District Office of their decision.
- 11.5.7 Unused leave will remain in the bank until a cap of 200 days has been reached. New employees could donate and bring the total above 200 days, however at the end of the year the bank's reserve would be reduced to the cap (200 days). The District shall provide a quarterly account of sick leave bank days to PEA.

11.6 SABBATICAL LEAVE

- 11.6.1 Sabbatical leave, for one school year, shall be available to a teacher after seven (7) years of service for the contract year at (50) percent of yearly salary. Leave will be granted on written application and approval from the school board if the instructor commits himself/herself to an additional two (2) years employment with the school district upon returning from the leave.

11.7 PROFESSIONAL LEAVE

- 11.7.1 Temporary leave at full salary is provided each teacher for visitation to other schools, attendance at educational conferences, serving on committees, and attendance at professional association conferences, conventions and assemblies provided that prior approval is granted by the superintendent and/or the board.

11.8 PERSONAL LEAVE

- 11.8.1 At the beginning of each school year, each teacher shall be credited with five (5) days of personal leave, which will be provided each teacher at full salary for personal reasons which require the teacher's absence during working hours. Forty eight (48) hours will be given, if possible, before leave is taken. If notice is less than forty eight (48) hours, leave will be given for emergencies only. To use three or more personal leave days consecutively there must be prior administrative approval. Any unused personal leave not used during the school year will be renamed sick leave and credited to the unused leave balance.

11.9 UNUSED LEAVE

- 11.9.1 At the beginning of each school year the teacher will be credited with any unused personal leave from the previous school year and ten (10) sick days for the current school year (a maximum of 15 days) which is all added to the accumulated sick leave total up to a maximum of 90 days. Within two weeks of returning to school the teacher will be paid the amount equal to \$90 per day for each sick leave day credited to them over 90 days.

11.10 INVALIDATION OF CONTRACT

- 11.10.1 If an employee invalidates a legal contract for employment after June 30 he/she will forfeit all benefits of this section, including current year sick and personal leave credited.

ARTICLE XII PROFESSIONAL COMPENSATION

12.1 SALARY SCHEDULE

- 12.1.1 The basic salaries of teachers covered by the Agreement are set forth in Appendix A and the basic activities salaries covered by the Agreement are set forth in Appendix B, which are attached to and incorporated in the Agreement.

12.2 RECOGNITION OF EXPERIENCE

- 12.2.1 All teachers shall be given full credit on the salary schedule for full years of outside teaching experience in a school district accredited by a recognized accrediting agency to a maximum of fifteen (15) years experience.

12.3 EXTENDED EMPLOYMENT

- 12.3.1 Personnel employed for a period longer than the regular school year shall be paid one-ninth (1/9) of their regular salaries for each additional month worked.

12.4 RECOGNITION FOR ADDITIONAL PREPARATION

- 12.4.1 For purposes of initial placement on the salary schedule (Appendix A), teachers shall not be given credit for post degree credits used to obtain a teaching certificate.
- 12.4.2 As to teachers previously placed on the salary schedule (Appendix A), credits acceptable toward Montana teachers' certification or renewal of teaching certificate will be accepted as additional professional preparation to advance the teacher's preparation status on the salary schedule. A "semester" is defined as ten (10) graduate semester hours of credit and/or undergraduate semester hours of credit taken in the teacher's area of endorsement and/or teaching assignment. To advance beyond the BA+10 column all credits earned, after July 1, 1990, must be graduate credits.
- 12.4.3 Hours above a master's level must be graduate hours. If not these hours will be subject to administrative review for approval.
- 12.4.4 Documentation of additional professional preparation, if sufficient to advance the teacher's preparation status, shall be submitted to the Superintendent not later than the twentieth (20) day of September. This documentation may be in the form of an official transcript, course grade slips or an advisor's letter. However, the official transcript must be presented by December 1st at which time the increased salary will commence.
- 12.4.5 In moving from one preparation column to another, a person will move to the next column and down one step.

12.5 PAY PERIODS

- 12.5.1 Each teacher will receive his/her contract salary in twenty four (24) bi-monthly installments. Payroll checks shall be issued on the fifth (5th) and the twentieth (20th) day of each month unless the fifth (5th) or the twentieth (20th) falls on a weekend or non-scheduled work day, in which case, payment will be made on the last preceding work day. The first payroll will be in September. Final payment on the contract will include pay for June, July, and August and will be available from the building principal or designee on the last teacher work day.

12.5.2 A cash advance of three hundred dollars (\$300.00) will be made to all staff members before the first day of school in which students are in normal attendance. This advance will be deducted from the September check.

12.6 MILEAGE ALLOWANCE

12.6.1 Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance for mileage driven which is in accordance with board policy. The same allowance shall be given for the use of personal cars for field trips or other school district business and shall be paid according to board policy for all mileage. Liability coverage shall be provided under the district's blanket liability insurance program.

12.7 NEWLY HIRED TEACHERS

12.7.1 Teachers who have never worked for the District as a teacher before will be offered a signing bonus of \$1,500, ½ first pay check, ½ last pay check of the first school year, prorated to time worked. Individuals who do not successfully complete their contract shall be required to reimburse the District (or have withheld from the final check) an amount prorated to reflect time worked.

ARTICLE XIII FRINGE BENEFITS

13.1 HEALTH INSURANCE

13.1.1 The District shall contract with an insurance carrier to provide employees and their dependents with a high deductible medical plan that includes dental and vision benefits. (See Article 13.2 for specific details).

13.1.2 For 2021-22, 22-23, and 2023-24 school year(s) the District shall contribute towards the HDHP \$5,000/\$10,000 composite rate an amount that results in an out of pocket contribution of \$75 per month for the employee. Employees shall not pay any more than \$75 per month until the parties bargain a different rate. Annually for qualified employee the District shall contribute into a Health Reimbursement Account \$6100.

13.1.3 The District will contribute to only one policy in situations where one employee is entitled to coverage under the terms of a policy issued to another employee. (New employees or current employees who marry another employee in the future.)

13.2 SELECTION OF CARRIERS

13.2.1 The Board agrees that a high deductible medical insurance program will be provided for each teacher and his/her dependents under the following provisions:

13.2.2 If the Board changes carriers, the new carrier shall maintain the benefits (deductibles, co-pays, out of pocket expenses, services and plan benefits) substantially comparable to the former carrier.

13.2.3 The Board must notify the Association in writing of any carrier or plan change sixty (60) calendar days before the proposed change can occur. Within this written notification, the Board will include a copy of the proposed plan along with the rates for the plan(s).

13.2.4 No change in carrier will take place unless the new carrier guarantees coverage for all bargaining unit members.

13.3 CONTINUITY OF COVERAGE

- 13.3.1 All insurance coverage under this article shall remain in force during the life of this agreement and until a successor agreement has been ratified, provided there is no work stoppage by the Association.
- 13.3.2 Employer health insurance contributions for teachers leaving the District will be discontinued on June 30 of that school year. The employee may qualify to continue insurance under COBRA or other similar federal statute.
- 13.4 WORKMAN’S COMPENSATION**
- 13.4.1 The Board shall participate in the Workman’s Compensation insurance program as provided by law.
- 13.5 RETIRED TEACHER BENEFITS**
- 13.5.1 Retired teachers shall be eligible to continue participation in the district group insurance programs, but shall pay the entire premiums for such coverage commencing July 1 following retirement. It shall be the responsibility of said teacher to make appropriate arrangements with the district business office to pay to the school district the monthly premium due on its due date.

ARTICLE XIV EFFECT OF AGREEMENT

14.1 CHANGES IN AGREEMENT

- 14.1.1 During its term this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

14.2 COMPLIANCE OF INDIVIDUAL CONTRACT

- 14.2.1 The individual teacher’s contract shall be used in the employment of all members of the appropriate unit and is attached as Appendix C.
- 14.2.2 Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

14.3 SAVINGS CLAUSE

- 14.3.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 14.3.2 If such exist which are contrary to law, at the request of either party, negotiations shall immediately commence and agreement shall be reached in order to alter said section(s) providing the benefit(s) according to the intent of the parties.

14.4 SCOPE OF AGREEMENT

- 14.4.1 All existing district policies involving terms and conditions of professional service, matters relating directly to the employer-teacher relationship, and other terms of employment not specifically referred to in this Agreement shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed provided that any Agreement supplemental hereto shall not be binding upon either party unless executed by the parties hereto. New programs or policies may be excluded from this section if they are designated as trial programs or

policies with an appropriate time limit. If they are still in use after the trial period they will be included in this section.

14.5 NONDISCRIMINATION CLAUSE

14.5.1 The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or family relationship to another teacher.

14.6 DUPLICATION AND DISTRIBUTION

14.6.1 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. Copies shall be presented to all teachers now employed, or hereafter employed. The Association shall be provided with five (5) copies of this Agreement. Any teacher who does not receive a copy of this Agreement from the Board or its agents shall not be disciplined, reprimanded, suspended, terminated, dismissed or otherwise adversely affected in employment status because of failure to comply with the provision of which there was no actual knowledge at the time of the alleged infraction.

**ARTICLE XV
DISCIPLINE**

15.1 SCHOOL BOARD RESPONSIBILITIES

15.1.1 The Board recognizes its responsibilities to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline on the school grounds.

15.2 DISCIPLINE RULES AND REGULATIONS

15.2.1 The Board shall inform the Association of policy changes or changes in interpretation of policy thirty (30) days before the policy is put into effect. The Board Policy will be distributed to the teachers during teacher orientation.

**ARTICLE XVI
REDUCTION IN FORCE**

16.1 DEFINITION

16.1.1 A reduction in force and the term "layoff" as used herein shall mean the termination of a tenured teacher's employment based on a reduction in the number of bargaining unit positions.

16.1.2 Seniority shall be defined as the total length of continuous service with the District. Seniority shall accrue from the date of employment. Seniority will not be broken by approved leave of absence. In the event of identical dates of employment advance preparation as of the previous November 15 shall have precedence. In the event of both identical days of employment and preparation, rank shall be determined by lot. Seniority will not be eliminated or increased by employment by the Board in a position outside of the appropriate unit.

16.2 LOSS OF SENIORITY

16.2.1 A teacher shall lose his/her seniority for any of the following reasons:

16.2.1.1 If he/she is dismissed and not subsequently reinstated;

16.2.1.2 If he/she retires;

16.2.1.3 If he/she resigns;

16.2.1.4 If he/she overstays a leave of absence without obtaining an extension of the leave.

16.3 SENIORITY LIST

16.3.1 A seniority list shall be prepared by the administration at least once a year no later than January 1. A copy of such list shall be provided to the Association.

16.4 CRITERIA FOR REDUCTION

16.4.1 When a reduction in force takes place the administration shall determine which educational program or grade level will be affected. A teacher whose job is eliminated under this section shall be entitled to transfer to another job within his/her area of certification provided:

16.4.1.1 He/she has seniority and

16.4.1.2 The request for transfer is made no later than twenty (20) working days after the notice of reduction is given.

16.4.1.3 Notification of layoff shall be in writing.

16.5 RECALL

16.5.1 Recall rights shall exist for twenty (20) months from the last day of work.

16.5.2 The most qualified senior teacher for the vacancy shall be recalled first.

16.5.3 The Board shall give written notice of recall from layoffs by sending a registered or certified letter, receipt requested, to said teacher at his/her last known address. The teacher's address as it appears on the Board's record shall be conclusive when used in connection with layoffs, recalls or other notices to the teacher. It shall be the responsibility of each teacher to notify the Board of any changes of address or availability. If the District is not able to cause delivery of the notice of recall within fifteen (15) days of the date that such notice was sent, it shall result in forfeiture on the part of the teacher to any further rights to reinstatement.

16.5.4 A teacher who returns to a position due to layoff shall retain Experience credit for pay purposes and other benefits he/she had accrued at the time he/she was laid off (e.g. A teacher who was laid off with six (6) years experience with no loss of tenure.)

**ARTICLE XVII
DURATION OF AGREEMENT**

17.1 EFFECTIVE PERIOD

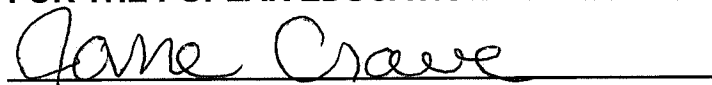
17.1.1 This agreement shall be effective as of July 1, 2021, or upon the date of ratification by both parties whichever is later and shall continue in full force and effect until June 30, 2024.

17.2 DATE AND SIGNATURE


This agreement is signed this 10th day of May 2021.

IN WITNESS THEREOF:

FOR THE POPLAR EDUCATION ASSOCIATION




PRESIDENT



SECRETARY

**FOR THE BOARD OF TRUSTEES SCHOOL DISTRICT 9 AND HIGH SCHOOL
DISTRICT 9B**



CHAIRPERSON



CLERK

Appendix A

2% Increase on Base 2021-2022

2021-2022						
Steps	BA	BA 10Sem	BA 20Sem	BA30 Sem	MA	MA 10Sem
0	38,531	39,832	41,185	41,845	42,504	43,842
1	40,074	41,547	43,008	43,738	44,467	45,924
2	41,619	43,234	44,813	45,612	46,425	48,004
3	43,146	44,933	46,620	47,503	48,389	50,089
4	44,692	46,620	48,440	49,393	50,367	52,171
5	46,235	48,319	50,244	51,287	52,328	54,254
6	47,781	50,020	52,051	53,125	54,289	56,339
7	49,326	51,703	53,871	55,053	56,250	58,420
8	50,852	53,403	55,678	56,944	58,211	60,485
9	52,396	55,106	57,482	58,838	60,190	62,567
10	53,942	56,787	59,307	60,730	62,150	64,651
11	55,488	58,490	61,110	62,619	64,113	66,734
12	57,032	60,190	62,914	64,494	66,073	68,815
13		61,874	64,738	66,385	68,052	70,898
14			66,541	68,279	70,014	72,978
15				70,170	71,975	75,064
16					73,936	77,130
17					75,897	79,211

2% Increase on Base 2022-2023

2022-2023						
Steps	BA	BA 10Sem	BA 20Sem	BA30 Sem	MA	MA 10Sem
0	39,301	40,628	42,009	42,681	43,354	44,718
1	40,876	42,378	43,868	44,613	45,356	46,842
2	42,451	44,098	45,709	46,524	47,354	48,964
3	44,009	45,832	47,552	48,453	49,356	51,091
4	45,586	47,552	49,409	50,381	51,374	53,215
5	47,160	49,286	51,249	52,313	53,374	55,339
6	48,736	51,020	53,092	54,188	55,375	57,465
7	50,312	52,737	54,948	56,154	57,375	59,588
8	51,869	54,471	56,792	58,083	59,375	61,694
9	53,444	56,208	58,632	60,014	61,393	63,818
10	55,021	57,922	60,493	61,944	63,393	65,945
11	56,598	59,660	62,332	63,872	65,395	68,069
12	58,172	61,393	64,172	65,784	67,395	70,191
13		63,111	66,033	67,713	69,413	72,316
14			67,872	69,644	71,414	74,437
15				71,573	73,415	76,565
16					75,415	78,673
17					77,415	80,796

5% Increase on Base 2023-2024

2023-2024		Year 3					
		5% Increase					
Steps		BA	BA 10Sem	BA 20Sem	BA30 Sem	MA	MA 10Sem
0		41,266	42,660	44,109	44,815	45,522	46,954
1		42,919	44,497	46,062	46,843	47,624	49,184
2		44,574	46,303	47,994	48,850	49,722	51,413
3		46,209	48,123	49,930	50,875	51,824	53,646
4		47,865	49,930	51,879	52,900	53,943	55,876
5		49,518	51,750	53,811	54,929	56,043	58,106
6		51,173	53,571	55,746	56,897	58,144	60,339
7		52,828	55,373	57,696	58,962	60,243	62,567
8		54,463	57,195	59,631	60,987	62,344	64,779
9		56,116	59,018	61,564	63,015	64,463	67,009
10		57,772	60,818	63,517	65,042	66,563	69,242
11		59,428	62,643	65,449	67,065	68,665	71,472
12		61,081	64,463	67,381	69,073	70,764	73,701
13			66,267	69,335	71,099	72,884	75,932
14				71,266	73,127	74,985	78,159
15					75,152	77,086	80,394
16						79,185	82,607
17						81,286	84,835

Appendix A, Subsection A

Coronavirus Retention Clause

A tiered retention incentive will be paid in two equal installments, ½ first paycheck and ½ with the first December paycheck of the school year, prorated for time worked in accordance with Schedule A.1 for the 2021-2022 and 2022-2023 school years for all returning certified teachers of the Poplar School District. Individuals who do not successfully complete their contract shall be required to reimburse the District (or have the amount withheld from the final check) an amount prorated to reflect time worked. Completed contract years in District do not need to be consecutive. At the end of the 2022-2023 school year, this language will be struck from the agreement.

Schedule A.1

Contract Years in District Beginning SY22	Retention Incentive
2-5	\$2000
6-10	\$3000
11-15	\$4000
16-24	\$5000
25+	\$6000

Appendix A, Subsection B

Recruitment Incentive

New teachers with no years of teaching service recruited to the District will be placed on Step 2 for the initial three contracts providing the new teacher remains with the Poplar School District. This does not apply to hires under the Emergency Authorization of Employment through the Montana Office of Public Instruction. EAE teachers will be paid at the Base Pay rate (BA 0, Step 0).

Appendix B.1

Extra-Curricular Activities

POSITION	PERCENTAGE
Activities Director	30%
Head Coach	13%
Assistant Coach	9%
Weight Training (3 seasons; 3 contracts)	6%
Drama Director (1% per act performed not to exceed 10%)	10%
Band/Choir (per year)	6%
Pep Band/Drumline (per year)	13%
Annual	5%
Newspaper Advisor	3%
High School Nationally Chartered Club Advisor	9%
Head Senior Class Advisor	3%
Head Junior Class Advisor	6%
Pep Club Advisor (year-long position)	9%
Athletic Trainer (3 seasons; 3 contracts)	13%
Concession Stand Manager (2 seasons; 2 contracts Fall/Winter)	3%

Junior Class Advisors or other school employees not already compensated for working concessions will be paid at the following rates: 1 game \$25.00 and \$10/additional game(s) up to \$75 for one night.

7 th and 8 th Grade Coach	6%
5 th and 6 th Grade Coach	5%
5 th -8 th Coaches	7%
5 th -8 th Student Council	3%
5 th -8 th Annual	4%
Local Board Approved Clubs	3%

Appendix B.2

Mentors	3%
Mentor Director	4%
Mentees	\$200

Required Curricular work within the current year school improvement plan will be paid at teacher hourly rate of pay.

Trainings are paid at \$20/hour. (Trainer will be paid additional ½ of total time of training.)

**Appendix C, INDIVIDUAL TEACHER’S CONTRACT
POPLAR PUBLIC SCHOOLS
POPLAR, MONTANA**

This agreement, made and entered into this DATE OF BOARD ACTION between School District No. 9 & 9B of Roosevelt County Montana, hereinafter referred to as the School District, and teacher’s name referred to as the teacher WITNESSETH:

- 1) THAT said School District hereby agrees to employ the said teacher to teach grade or subject taught within his/her areas of certificated endorsement, to teach for the school year XXXX-XXXX. Should an emergency arise, the district reserves the right to renegotiate the grade or course with the affected teacher.
- 2) THAT the said School District shall pay to the above named teacher the sum of amount to be paid in 24 installments to be paid, on such days of each month as are designated in the collective bargaining agreement. The teacher’s salary will be paid at the rate stated above per annum, less deductions required under Federal and State Laws, and such other deductions as shall be mutually agreed to. The terms of this contract shall be prorated if the assignment is designated to cover a period of less than a school year or less than full time.
- 3) FOR the term of this Contract, I authorize and direct the School District to deduct from monthly earnings such monies as are required to pay the Association’s representation fee or dues, and to pay over to the Association those monies.
- 4) WHEN a contract has been terminated by mutual agreement or in accordance with state laws, the school district shall be obligated to pay that portion of the contracted salary that has been earned up to and including the last day of service.
- 5) IT is understood that the teacher holds a valid certificate, or will have met the requirements for such by the opening of school.
- 6) BOTH parties shall comply with the provisions of the applicable state laws, terms and conditions of the collective bargaining agreement, and with the adopted policies of the Board of Trustees (a copy of which has been received by the teacher) which are made a part of this contract by reference.
- 7) THE individual contract is subject to the terms and conditions of the collective bargaining agreement between the Association and the Board of Trustees, and to the extent that the provisions of this contract and said agreement may be inconsistent, the provisions of said agreement shall be controlling.
- 8) IN the absence of any previous notice of election or reelection, this instrument shall operate as notice of election of the teacher for the school year designated herein and, unless the teacher shall accept, sign and return said instrument to the office of the clerk of said District within TWENTY (20) days from the date of receipt, the said instrument shall be without legal effect.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly signed in duplicate originals, each of which shall be entitled to full faith and credit.
TRAINING BA YEARS 0

TEACHER _____ DATE _____
Rec’d Master Agreement _____(initial)
CHAIRMAN _____ CLERK _____

**APPENDIX D
GRIEVANCE REPORT FORM**

Aggrieved person _____ date filed _____, 20__

School _____ Subject Area or Grade _____

1) Date grievance occurred _____

2) Statement of Grievance:

3) Action requested or relief sought:

(Attach additional sheet if necessary)

SIGNATURE OF AGGRIEVED

DATE

LEVEL 1

1) Decision of Principal or Immediate Supervisor:

SIGNATURE OF PRINCIPAL OR SUPERVISOR

DATE

2) Aggrieved Person's Response:

_____ I accept the above decision

_____ I hereby refer the above decision to next step of the
grievance procedure.

Signature of Aggrieved

Date

LEVEL II

1) Date received by Superintendent of Designee: _____, 20__

2) Decision of Superintendent of Designee

_____, 20__
Signature of Superintendent of Designee Date

3) Aggrieved Person's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to next step of the grievance procedure.

_____, 20__
Signature of Aggrieved Date

LEVEL III

1) Date submitted to the Board _____, 20__ Arbitrator _____

2) Decision of the Board:

_____, 20__
Signature of Board Chairman Date

LEVEL IV

1) Date Submitted to Arbitrator: _____ 20__
Date

2) Decision of the Arbitrator:

_____, 20__
Signature of Arbitrator Date

Appendix E, Evaluation Instrument TEACHER EVALUATION REPORT

Poplar Public Schools

Teacher Name:		Grade/Subject:			
Observer:	Date:	Building:			
Mark in the appropriate box: U = Unsatisfactory B = Basic P = Proficient D = Distinguished					
Domains, Components, and Elements of the Framework for Teaching	Rating				Comments
	U	B	P	D	
Domain 1: Planning and Preparation					
Component 1a: Demonstrating Knowledge of content and Pedagogy					
Knowledge of content and the structure of the discipline					
Knowledge of prerequisite relationships					
Knowledge of content-related pedagogy					
Component 1b: Demonstrating Knowledge of Students					
Knowledge of child and adolescent development					
Knowledge of the learning process					
Knowledge of students' skills, knowledge, and language proficiency					
Knowledge of students' interests and cultural heritage					
Knowledge of students' special needs					
Component 1c: Setting Instructional Outcomes					
Value, sequence, and alignment					
Clarity					
Balance					
Suitability for diverse learners					
Component 1d: Demonstrating Knowledge of Resources					
Resources for classroom use					
Resources to extend content knowledge and pedagogy					
Component 1e: Designing Coherent Instruction					
Learning activities					
Instructional materials and resources					
Instructional groups					
Lesson and unit structure					
Component 1f: Designing Student Assessments					
Congruence with instructional outcomes					
Criteria and standards					
Design of formative assessments					
Use of planning					

Domain 2: The Classroom Environment					
Component 2a: Creating an Environment of Respect and Rapport					
Teacher interaction with students					
Student interactions with other students					
Component 2b: Establishing a Culture for Learning					
Importance of the content					
Expectations for learning and achievement/ Recognition					
Student pride in work/ Effort					
Component 2c: Managing Classroom Procedures					
Management of instructional groups					
Management of transitions					
Management of materials and supplies					
Performance of noninstructional duties					
Supervision of volunteers and paraprofessionals					
Component 2d: Managing Student Behavior					
Expectations					
Monitoring of student behavior					
Response to student misbehavior					
Component 2e: Organizing Physical Space					
Safety and accessibility					
Arrangement of furniture and use of physical resources					
Domain 3: Instruction					
Component 3a: Communicating with Students					
Expectations for learning/ Objectives					
Directions and procedures					
Explanations of content					
Use of oral and written language					
Component 3b: Using Questioning and Discussion Techniques					
Quality of questions					
Discussion techniques					
Student participation					
Component 3c: Engaging Students in Learning					
Activities and assignments					
Grouping of students					
Instructional materials and resources					
Structure and pacing					
Component 3d: Using Assessment in Instruction					
Assessment criteria					

Monitoring of student learning					
Feedback to students/ Feedback					
Student self-assessment and monitoring of progress					
Component 3e: Demonstrating Flexibility and Responsiveness					
Lesson adjustment					
Response to students					
Persistence					
Domain 4: Professional Responsibilities					
Component 4a: Reflecting on Teaching					
Accuracy					
Use in future teaching					
Component 4b: Maintaining Accurate Records					
Student completion of assignments					
Student progress in learning					
Noninstructional records					
Component 4c: Communicating with Families					
Information about the instructional program					
Information about individual students					
Engagement of families in the instructional program					
Component 4d: Participating in a Professional Community					
Relationships with colleagues					
Involvement in a culture of professional inquiry					
Service to the school					
Participation in school and district projects					
Component 4e: Growing and Developing Professionally					
Enhancement of content knowledge and pedagogical skill					
Receptivity to feedback from colleagues					
Service to the profession					
Component 4f: Showing Professionalism					
Integrity and ethical conduct					
Service to students					
Advocacy					
Decision making					
Compliance with school and district regulations					

Comments:

The signature of the teacher indicates that the teacher has received a copy of this report and that the report has been read and discussed. It does not necessarily indicate agreement with the report or any included recommendations.

Teacher's Signature:	Date:
Observer's Signature:	Date: