

MASTER AGREEMENT

ROUNDUP EDUCATION
ASSOCIATION

2024-2026

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AGREEMENT BETWEEN

School Districts 55 and 55H, Musselshell County, Roundup, Montana and the teachers, counselors and librarians in the service of School Districts 55 and 55H as represented by the Roundup Education Association.

The agreement is made and entered into in accordance with the provisions of the Public Employee Bargaining laws of Montana as amended, by and between School Districts 55 and 55H (hereinafter known as "School District") and the teachers, counselors and librarians in the service of School Districts 55 and 55H, as represented by the Roundup Education Association (hereinafter known as the "Association").

This agreement shall remain in full force and effect for a period commencing from **July 1, 2024** through **June 30, 2026**. Procedures to re-open negotiations are found in Article 15 - Effect of Agreement.

This Agreement, signed this 4th day of Oct, 2024.

IN WITNESS THEREOF:

For the Roundup Education
Association

Alicia N. Godfrey
President
Amy Jones
Secretary

For the Board of Trustees

Thomas M. Vandenberg
Board Chair
[Signature]
Clerk

ARTICLE I RECOGNITION

1.1 Association Recognition

The Roundup Education Association has furnished to the School District proof that a majority of the teachers employed by the School District have designated the Association to represent them as exclusive representative shall in their behalf negotiate and conclude an agreement with the School District as to hours, wages, fringe benefits and other conditions of employment covering the teachers, counselors and librarians in the employment of the School District in accordance with the provisions of the Public Employee Bargaining laws of Montana as amended, Chapter 31 of Title 39, Montana and annotated MCA as amended.

1.2 Appropriate Unit

The Association, as exclusive representative, shall represent members of the appropriate unit which shall consist of all teachers, counselors, and librarians of the School District who are certificated in Class 1, 2, 4, or 5 as provided in Section 75-6006RCM, and whose position calls for or requires such certification.

1.3 "Teacher" Defined

Unless otherwise indicated, the term teacher, when used hereinafter in this agreement, will refer to all **bargaining unit** employees as defined above.

ARTICLE II ASSOCIATION RIGHTS

2.1 Pertinent Information

The Board agrees to furnish to the Association, in response to requests, all information concerning the financial resources of the District, including annual financial reports and audits, register of certified personnel, tentative budgetary requirement and allocation, agendas and minutes of the Board meetings, census data-that is, and information open to the public. The Association agrees to bear the standard cost of such information.

2.2 Association Business

Members of the Roundup Education Association will be permitted to transact official Association business on school property, provided that this shall not disrupt scheduled class time.

Members of the Roundup Education Association shall have the right to use the school buildings for meetings. The principal of the building in question will be consulted in advance of the time and place of such meetings.

2.3 Exclusive Rights of the Association

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

2.4 Association Leave:

The Roundup Education Association will have six (6) days in which to attend its meetings and/or conduct association business, and it will not be charged for these days. Any individual REA member(s) shall be allowed to use association leave upon approval from the current Association president. Leave must be submitted to administration at least two workdays in advance. The Association shall reimburse the District for the cost of the substitute. These six days do not accrue.

ARTICLE III

RIGHTS OF THE BOARD

3.1 Authority

The exclusive representative recognizes that the school district is not required to and is not permitted to meet and negotiate on matter of prerogatives of public employers, which include but are not limited to the following: directing employees, hiring, promoting, transferring, assigning, and retaining employees; relieving employees from duties because of lack of work or funds, or under conditions where continuation of such work would be inefficient and non-productive; maintaining the efficiency of government operations; determining the methods, means, job classifications and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the school district in situations of emergency; and establishing the methods and processes by which work is performed.

3.2 Responsibilities

The parties recognize the right and obligations of the school district to efficiently manage and conduct the operation of the school district within its legal limitations.

3.3 Effect of Law, Rules, and Regulations

The parties recognize that all teachers covered by this Agreement shall perform the teaching duties prescribed by the school district. The parties also recognize the right, obligation, and duty of the Board of Trustees and its duly designated officials to promulgate rules, regulations, directives, and orders insofar as such rules, regulations,

directives, and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the school district, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Montana, Federal laws and valid rules, regulations, and orders of State and Federal, government agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect.

ARTICLE IV TEACHER RIGHTS

4.1 Citizenship Rights

The Board recognizes the teachers' full right of citizenship.

4.2 Civic, Judicial, and Quasi-judicial Duty

A teacher called to appear for legal proceedings before any judicial or quasi-judicial or administrative tribunal jury duty shall comply and adhere to the guidelines concerning these as defined by MCA 2-18-619.

4.3 Just Cause

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

4.4 Uniform Application of Rules and Regulations

All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

4.5 State and Federal Rights

Nothing contained herein shall be construed to deny or to restrict any teacher such rights as s/he has under the laws of Montana and the United States or other applicable laws, decisions and regulation.

4.6 Right to Organize

Public employees shall have, and shall be protected in the exercise of, the right to self-organization, to form, join or assist any labor organization to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint or coercion.

4.7 Notification

Since Article 2, Section 10 of the Montana Constitution grants to all people the individual rights of privacy, any teacher, counselor or librarian shall be notified in the same manner and at the same time as the Board of Trustees for such meeting in which the teacher, counselor, or librarian will be discussed.

4.8 Provisional Contract Renewal

The District may renew a teacher in his/her first three years of employment on a provisional basis. Should the District elect to renew the contract on a provisional basis, it shall provide written notice at the time of renewal, along with specific recommendations for improvement. If the teacher fails to make the recommended improvement, the District may non-renew the

teacher's contract without cause.

4.9 Fourth Contract Renewal

Upon signing the fourth contract with the District, no teacher shall be discharged without just cause.

4.10 No Retaliation

No teacher will be disciplined for filing or reporting charges as set forth in MCA 45-5-201 Assault, or MCA 20-4-303, Abuse of a Teacher.

ARTICLE V STAFF EVALUATION

5.1 Evaluation Instrument

The Principal and/or the District Superintendent will be responsible for the evaluation process and completion of the evaluation instrument. **Each teacher will have a single administrator designated as their evaluator in any one school year.**

The **uniform** evaluation instrument for the term of this CBA will be based on the Montana Educator Performance Appraisal System (Montana-EPAS) developed by Montana OPI. The District shall also use separate evaluation instruments for evaluation of coaches and for evaluation of other extracurricular positions. The evaluation instrument is attached as Appendix E.

Employee evaluations, ratings and remarks must be substantiated by direct observation and or investigation. All evaluation of the teacher's activities shall be conducted openly and with the teacher's full knowledge and awareness. The use of eavesdropping, hearsay, video surveillance, public address/audio systems shall be strictly prohibited.

5.2 Prior Notice of Evaluation

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 the first week of school. Thereafter if the evaluation tool changes the Evaluator must provide each teacher with a copy of the tool during the opening PIR days of each school year.

5.3 Areas of Evaluation

Teachers shall be evaluated in all content areas with the major emphasis placed on their areas of endorsement or in the area of their teaching/district assignment. **The decision on which to place major emphasis on will be in mutual consultation and agreement with the teacher.**

5.4 Condition of Evaluation

When evaluating a teacher, due consideration shall be given to class size, ability level of students and physical distractions as they would affect teaching performance.

5.5 Number of Evaluations

Evaluation will continue regularly throughout the teacher's service. All non-tenured teachers shall be formally evaluated at least twice during the school year. The first evaluation and post conference must be completed by December 1 annually and second by March 1 annually.

In a three-year period, tenured teachers will be formally evaluated one year, work on a professional growth plan one year, and will be informally observed one year. **Individual teachers will work with the building administrator to build a three-year plan. The teacher may choose any of the three options for each year, but must have a formal evaluation at least one time in the three-year period.**

Additional evaluations for both non-tenured and tenure teachers shall be conducted as needed, said need to be determined by the supervisor and/or teacher.

5.6 Notice of Evaluation

The first annual formal evaluation may occur only after written notification from the Administrator to the teacher that the evaluation is to occur within two (2) school weeks of notification. Should there be no need for improvement in instructional or professional performance; the same procedure shall be utilized for the next evaluation.

If the Evaluator notes a need for improvement in instructional or professional performance, the procedure in "Post Evaluation Conference (below) will be followed.

The second annual formal evaluation may occur only after written notification from the Administration to the teacher that the evaluation is to occur within two (2) school weeks of notification.

5.7 Post Evaluation Conference

The Evaluator will hold a conference with the teacher within two (2) weeks following the formal evaluation(s). At that time a copy of the evaluation and an Improvement Plan (if necessary) will be provided to the teacher. If an improvement plan is issued, the teacher will be provided definite, positive assistance to correct professional difficulties and time to incorporate the recommended changes. Each teacher will be provided with a copy of the formal evaluation report.

5.8 Personnel Files

Evaluation reports shall be placed in the teacher's personnel file and shall be discussed between the teacher and the Evaluator. Evaluations shall be signed by the teacher to signify his/her notification that it will be placed in the file.

The teacher will be provided ten (10) **pupil instruction days or PIR** days after the post evaluation conference to write a rebuttal to the evaluation. This rebuttal will be attached to the evaluation.

A Teacher's personnel file shall be open to that teacher or any party that the teacher so designates. The teacher will be informed in writing of all additions to his/her personnel file except for items received from the teacher. All items relating to an individual Teacher's performance shall be kept in a single official file. Documents may not be permanently removed from the file without the mutual consent of the Teacher and Superintendent, or his/her designee.

ARTICLE VI

PAYROLL DEDUCTIONS

6.1 Dues Deduction Authorized

Upon receipt of a written authorization from an employee covered by this Agreement, which may be revoked in writing in accordance with MFPE procedure, the District shall deduct from the employee's pay the amount owed to the Association by such employee for dues. The District will remit to the Association such sums within 30 calendar days. Changes in Association membership dues rates will be certified to the District in writing and shall be done at least 30 calendar days in advance of such change.

6.2 Other Payroll Deductions

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for tax-sheltered annuities. All school district employees will be allowed to participate in a tax-deferred annuity plan, providing the following guidelines have been met: (1) Each company must have at least three (3) applicants to begin; (2) The plan may take effect with sign-up and notification to the District Office by the 5th of any month (September through May; (3) Any teacher transferring into this school district with former coverage will be accepted, and; (4) The employee will also be able to modify any existing tax-deferred plan in the same manner.

ARTICLE VII GRIEVANCE PROCEDURE

7.1 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

7.2 Definitions

- 1 A grievance shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the school district as to the interpretation or application of terms and conditions contained in this agreement.
- 2 A grievant is a teacher, or group of teachers or the Association filing grievance.
- 3 A party in interest is the person, or group of persons, making the claim and any person who might be required to **act** or against whom action might be taken in order to resolve the claim.
- 4 Extension: Time limits specified in this Agreement may be extended by mutual agreement.
- 5 Days: Reference to days regarding time periods in this procedure shall refer to working days.
- 6 Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the initial meeting between the grievant and the immediate and responsible supervisor shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or legal holiday, in which event the periods runs until the end of the next day which is not a Saturday, a Sunday, or legal holiday.
- 7 Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

7.3 Rights of Representation

1. Representative: The teacher, administrator, or school district may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.
2. If, in the judgment of the Association, a grievance affects a group of teachers of the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level II.
3. Step Waiver: Provided both parties agree in writing, any level of this grievance procedure may be by-passed and processed at a higher level.

7.4 Individual Rights

1. Nothing contained herein shall be construed as limiting the right of any teacher, having a complaint regarding this Agreement, to discuss the matter via

administrative channels and to have the problem adjusted without the intervention of the Association, provided that such disposition is not inconsistent with the terms of the Agreement.

2. If any aggrieved party has chosen to be represented by the Association, the Association as the exclusive representative shall have the right to a copy of the grievance procedure.

7.5 Procedure

Level I. The parties, in interest, acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. If a grievance is not resolved after a meeting with the immediate and responsible administrator, the grievance shall be reduced to writing, setting forth the facts and the specific provisions of the Agreement violated, and the particular relief sought. An alleged grievance must be presented in writing within ten

(10) days of the occurrence of the initial meeting between the grievant and the above mentioned immediate and responsible administrator. This writing shall be delivered by the grievance to the parties involved within ten (10) days after receipt of the written grievance. Such answer shall include the reasons upon which the decision was based.

Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools or his/her designee, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within five (5) days after receipt of the appeal. The parties in interest shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have five (5) days to provide his/her written decision, together with the reasons for the decision, to the Association. Within (5) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Level III. If the grievance has not been resolved at Level II, the grievance may be presented to the Board of Trustees for consideration. If the grievant is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) school days after s/he has first met with the Superintendent, s/he may, within five (5) school days after a decision by the Superintendent, or ten (10) school days after s/he first met with the Superintendent, whichever is sooner, the grievant may submit his/her grievance to the Board of Trustees. The Board of Trustees or their representative shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his/her receipt of the appeal.

The parties, in interest, shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Board or its representatives will have fifteen (15) days to provide their written decisions, together with the reasons for the decision, to the grievant and /or to the Association.

Level IV – Binding Arbitration

If the Association is not satisfied with the disposition of the grievance at Level 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 twenty-one (21) days after it has received the decision at Level III. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

After notice of submission to arbitrations, 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.

Cost associated with binding arbitration shall be equally by the Roundup Education Association and the School District. If one of the parties wants a transcript, they shall share equally in the cost.

7.6 Exception to Time Limit

1. When a grievance is submitted on or after June 1, time limits shall consist of all week days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through this grievance procedure until resolution.

7.7 Reprisals

No person shall be subject to interference, restraint, or coercion because of participation in this grievance procedure.

7.8 Cooperation of Parties

The Board, the administration, the Association and the employees will cooperate with the order in its investigation of any grievance, and further will furnish the other information as is requested for processing of any grievance.

7.9 Personnel

All documents, communications, and records dealing with the processing of a grievance shall not become a part of the teacher's personnel file.

7.10 Election of Remedies and Waiver

The Association and/or employee(s) instituting any actions, proceeding, or complaint in a federal 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 employee(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.

7.11 Jurisdiction of the Arbitrator

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

ARTICLE VIII EMPLOYMENT STATUS OF TEACHERS

8.1 Consideration Prior to Nonrenewal

Prerequisite to the consideration of nonrenewal of contract of a tenure teacher, the following steps will have been taken in accordance with State Law.

1. The person has been observed and written evaluation reports have been made at least once during each year of service prior to March 1 of each year.
2. These observation and evaluation reports have been made by the Principal and Superintendent who shared the reports with the person being evaluated. Efforts were made by the supervisor to point out weaknesses and to assist the teacher in overcoming these shortcomings.
3. Any incident or situation that arose during the current school year that could possibly be cited as a reason for nonrenewal of contract was discussed with the teacher as soon after the incident or situation occurred as was conveniently possible.

8.2 Notice of Nonrenewal of Nontenure

Every nontenure teacher being non-renewed shall be entitled to the following:

1. The teacher shall be notified, in writing, before the 1st day of June.
2. Within ten (10) days after receipt of such notice, the teacher may request, in writing, a written statement, declaring specific reason or reasons for the termination of his/her services. The Trustees shall supply such statement within ten (10) days after the request. Nothing in this contract shall limit the Board's ability to non-renew a non-tenured teacher with or without cause.

8.3 Dismissal

Every teacher being dismissed before the expiration of the individual employment contract shall be entitled to all rights under the law.

8.4 Notification of Reelection

Notification of re-election for all teachers shall be in accordance with the law.

8.5 Individual Contract

The Individual Teacher's Contract, Appendix B, shall be used in the employment of all members of the appropriate unit.

8.6 Reduction in Force & Recall

Whenever certified staff reduction becomes necessary in specific classes or subject areas in the high school, or in the elementary district due to reduced school enrollment, disinterest in subject area, financial or other just reasons, the following points will be considered.

- A. Seniority is defined as continuous length of service in either or both School Districts.
- B. Academic preparation of the teacher.

Based on criteria as outlined in A and B above, the reduction will occur in the following order:

- A. Non-tenure part-time teachers shall be laid off first, based on seniority.
- B. Non-tenure full-time teachers shall be laid off second, based on seniority.
- C. Fully certified teachers in the area affected shall be laid off third who do not hold other endorsements in another unaffected content area or grade level.

Teachers who are laid off will be recalled in reverse order of lay-off to fill openings as they arise, and the teacher is experienced and qualified in that specific class or subject area. No new teacher shall be employed by the District for which a tenured Teacher is licensed. A recall list shall be maintained by the district for a period not to exceed two (2) years.

8.7 Seniority List

On or about December 1 of each school year, the School District shall create a seniority list (by name, date of employment, qualifications, and certifications) to be prepared from its records. It shall then be posted in an official place in each school building and teachers shall be notified of its posting. Any person whose name appears on the list shall have fourteen days from the date of posting to rebut their placement and provide documentation to substantiate. The final list shall be posted. Any person disagreeing with the final seniority list may pursue the matter through the Grievance Procedure.

8.8 Digital Platforms

The District may not implement the layoff procedure to move subject areas or content that have historically been offered at the District to a digital platform taught by teachers outside of the District.

The District shall not replace teachers with a digital platform without the express written consent of the Association. Any proposed implementation of a digital platform that may impact the employment status or responsibilities of teachers shall be subject to prior negotiation and agreement between the parties. Both parties shall work collaboratively to ensure that any integration of technology is conducted in a manner that respects the rights and roles of teachers in the educational process.

ARTICLE IX VACANCIES AND TRANSFERS

9.1 Notice of Vacancies

Information regarding certified positions, which are to be available, either through creation or vacancy, shall be publicized to the staff **at the time the information is made available to any other sources** by **emailing all staff**, posting notices on all staff bulletin boards, and/or other publications, along with the school website. Nothing in this article shall be construed to prevent the administration from using other advertising as it sees fit.

9.2 Transfers

Teachers shall submit a written request for re-assignment to the building principal of the advertised building and the superintendent. The school district may ask the teacher to provide additional information that is not on file in the school district.

In the event the transfer is denied the teacher shall, upon request, be furnished in writing the reason(s) for failure to grant the transfer request. The teacher shall have the right to petition the Superintendent or designee to appeal the decision to deny a transfer request with the understanding that the Superintendent or designee has the final authority to grant or deny the petition.

ARTICLE X

WORKLOAD CONDITIONS & SCHOOL CALENDAR

10.1 Normal Teacher Load

Normal teacher loads will be determined for classroom teachers by the building principal. "Standards of Accreditation of Montana Schools" shall be used as minimum standards whenever possible.

10.2 Length of School Year

When proposing to adopt changes to a previously adopted school term, school week, or school day, the trustees shall negotiate the changes with the Roundup Education Association. Once a calendar is bargained and adopted by the Board, any change or deviation must be agreed upon by both parties.

The calendar will be a **minimum of 1080 hours and a maximum of 1385 hours which includes all** Pupil Instruction (PI) Days and **all** Pupil Instruction Related Days (PIR).

10.3 Work Day

A teacher's work day shall not exceed 8.5 hours and shall include a minimum 30-minute duty free lunch. Unless otherwise noted herein, teachers shall have at least 15 minutes of non-assigned student contact time herein referred to as office hours before and after student arrival and dismissal. These office hours are to allow teachers to finalize lessons preparation for the day, communicate with parents, and to schedule individual meetings with other teachers or individual students as the teacher feels is required. Occasionally this time can be used for brief staff meetings.

- 10.3.1 On days preceding holidays, days when weather significantly impacts safe travel and the day preceding professional meetings times sponsored by the MFPE held in October of each year, the teacher's day shall end as soon as the students are dismissed and have vacated school grounds.
- 10.3.3 Elementary Teachers will be provided two (2) fifteen (15) minute relief periods each day except when assigned on a rotating recess duty schedule by the building principal.
- 10.3.4 A junior high and high school teacher's assignment would normally involve six structured classroom-teaching periods and one preparation period. Deviation from this on an individual basis shall be mutually agreed upon between the teacher, the Association president and the Superintendent. Deviation from this for junior high or high school teachers is subject to bargaining.

10.4 Duty Free Lunch Period

Building principals shall schedule a thirty (30) minute uninterrupted daily duty-free period for all teachers. The teachers may leave the building during lunch period.

10.5 Preparation Time

Defined: Preparation time is defined as a minimum of 200 minutes of uninterrupted, duty-free

time per week. This time is to be used for preparation for student instruction and student record keeping.

The scheduling of preparation time is to be done in blocks no fewer than 30 minutes in duration and must occur during the instructional day which is when students are in attendance and receive direct instruction. Each teacher will receive preparation time each student school day.

10.6 Pupil-Instruction Related Days

A pupil-instruction-related day is a day of teacher activities devoted to improving the quality of instruction. The activities may include but are not limited to in-service training, attending state meetings of teacher organizations, and conducting parent conferences. A maximum of 7 pupil-instruction-related days may be conducted during a school year, with a minimum of 3 of the days for instructional and professional development meetings or other appropriate in-service training. These days will be 6 hours length and in accordance with Rule 10.65.101 and 10.55.714.

The District shall annually establish a committee comprised of a majority of teachers to plan PIR day activities and Alternatives. The Association shall appoint the teacher members to this committee. This committee will convene no later than March 1 so their recommendations can be included in the annual school calendar.

Teachers may have the option of attending workshops outside the school calendar year to replace MFPE convention days. The committee's plan will allow teachers to substitute classes/workshops taken prior to the October convention. In order to qualify for substitution, the workshop/conference or class must:

1. not occur during contract time (school hours) – exception (if the overlap is 30 minutes or less, it will be able to count).
2. be for 12 renewal units, continuing education credits, or 1 semester credit.
3. be completed and proof of completion (renewal units, continuing education credits, or semester credit) turned into the Superintendent prior to the October convention (i.e. receipt, transcript or copy of OPI credit form).

10.7 Professional Additional Activities

Teachers shall also be required to perform additional professional duties beyond the basic duty day, as required by the school district, including consultations with parents and students, one open house per school year, and optional participation in professional committees of the District. These additional activities should not exceed 10 hours per semester. This does not prevent the District from holding a faculty meeting for an emergency that might begin or end outside of contractual time.

Teachers are required to attend and work two extra-curricular activities each year. Teachers will receive \$50.00 for each of these activities. Teachers will be given a choice of which activities they would like to work to fulfill this obligation on a first come first served basis from a list generated by the District. If a teacher fails to choose the District may assign.

1. For all additional extra-curricular activities beyond the two required activities each year the teacher shall receive fifty (\$50.00) dollars as a salary for the work performed. These duties include but not inclusively defined as: ticket taking, ticket selling, crowd control, and chaperoning.
2. Teachers who are not under contract for sponsoring the activity but help supervise students on out-of-town activities will be compensated for these trips. The schedule is to be based on ten (\$10) dollars per trip plus five (5) cents per mile.
3. These duties will be filled on a volunteer basis, unless the duty is not filled, then the District will assign a teacher, on a rotating schedule, to handle the duty.

10.8 School Calendar and Professional Development

The Roundup Education Association shall have representation on the District's Advisory Committee for Professional Development. The purpose of the committee will be to plan the annual school calendar and activities for the Pupil Instruction Days. This will be in accordance with MCA 20-1-302.

10.9 Employee Drug Testing

In accordance with the District's Drug Testing Policy 5226P, the School District is entitled to test certified staff for illegal drugs and alcohol to fulfill its purpose of ensuring that no teacher is impaired while teaching or involved in a school event or activity.

10.10 First Aid training

All certified staff will take first aid training every two years to keep his/her first aid card current. First aid training will be made available on a periodic basis each school year.

Without a current first aid card, certified staff will not be allowed to take students on field trips as referenced in School Board Policy #2320.

10.11 Emergency Closure/Snow Day:

In the event a teacher duty day is lost for any emergency closing, the following steps will be followed:

1. Pre-determined flex day will be used to make up lost instructional hours
2. Pre-determined half days will be changed to full days of instruction
3. Make-Up days will be scheduled on days that are not scheduled for school (I.E. in a four-day work week situation with Fridays off the makeup day would be the following week on an unscheduled Friday)

ARTICLE XI STUDENT DISCIPLINE

11.1 School Board Responsibilities

The parties recognize that part of the teacher's responsibility is to maintain control and discipline of students. The school district and their agents agree to assist the teacher with respect to the maintenance of control and discipline in the classroom and school in accordance with established school district policies, administrative regulations, building procedures and state statutes.

11.2 Pupil Exclusion from Class

Any teacher who refers a pupil for disciplinary action shall report as soon as possible, but no later than the end of that same day to the responsible principal. The principal or designee shall inform the teacher of the disposition of the referral and corrective measures taken, if any, before the student is returned to the same class unless there is an undue delay in the teacher's reporting of the facts to the principal or unless otherwise agreed to by the teacher.

11.3 Establishment of Discipline Rules and Regulations

The Board shall set all policies and regulations on matters of discipline. The principal and teachers shall develop disciplinary procedures for their respective buildings that are consistent with state statutes and Board policies and regulations. These rules shall be distributed to the students and teachers and made known to the parents each year.

11.4 Legal Support to Teacher

The district will purchase liability insurance to protect the teacher while s/he is fulfilling his/her obligations to the school within the scope of his/her employment, whether classroom or extracurricular. The board and administration shall support the teacher in discipline matters provided the teacher has acted within policies and regulations set by the Board.

ARTICLE XII LEAVES

12.1 Discretionary Leave

A full-time employee shall be credited with fifteen (15) leave days per contract year, with leave benefits to begin on the first day of each new school term. Part-time employees will accrue leave on a pro-rated basis.

12.2 Notification of Leave

Leave requests for discretionary must be submitted 2 days prior to the date requested except in the case of emergency or illness.

Leave, excluding illness or emergency, should not be used immediately preceding or following any scheduled school holiday, the first two (2) or the last two (2) days of the official school calendar. A leave request will be considered if submitted at least one (1) month prior to the requested date(s).

Only twenty (20) percent of staff in each building will be granted leave for a school activity beyond coaches or sponsored advisors of the activity.

12.3 Increments. Discretionary leave may be taken in

.25, .50, and .75 and full days

$\frac{1}{4}$ = 2 hours

$\frac{1}{2}$ = 4 hours

$\frac{3}{4}$ = 6 hours

Full day = 8 hours

A. The Building Administrator, at his/her discretion, may allow leave in hour increments. The teacher shall be responsible to find suitable coverage in the given building to cover his/her class during the release time. If the teacher is unable to find a suitable replacement, a quarter day of leave must be taken. For quarter day, half-day, three quarter and full day leaves, the District shall find a substitute.

B. The Building Administrator, at his/her discretion, may allow one-hour leaves to cover a late arrival. The teacher must self-report to the administrator prior to or upon arrival.

C. PIR Days will be considered $\frac{3}{4}$ day leave.

D. At the end of the school year, all leave will be rounded up to the nearest half day.

12.4 Unused Discretionary Leave

Unused days of leave each year will be allowed to accumulate to one hundred ten (110) days/880 hours.

12.5 Days Used for Illness

Any leave used during the year will first be subtracted from those 15 credited during the current contract year and then from the previous year's accumulated amount.

Days used for illness shall be first deducted from the annual discretionary days until the illness extends to three consecutive days, in which case, days used for illness shall be deducted from the employee's accumulated leave if available.

- A. A teacher may also use leave intermittently for illness and the illness does not have to extend to three consecutive days for it to be deducted from the teacher's accumulated leave. However, the illness must qualify for intermittent leave under the federal medical leave act.
- B. The teacher is responsible for consulting with the District to determine if the leave qualifies under the Family Medical Leave Act.
- C. Absences due to illness charged to discretionary leave may run concurrently with the Family Medical Leave Act.

12.6 When Discretionary Days Exhausted

If a teacher exhausts all their discretionary days, as well as accumulated days then the following items may occur:

- 1. The building principal will not approve additional days for personal business
- 2. If the employee takes additional days off without prior approval, they may be subject to discipline measures.
- 3. If they must take a day off after leave is exhausted, they will have their contracted daily rate subtracted from their monthly salary.

12.7 Catastrophic Leave Request

In the event there is a need for additional continuous leave by a teacher, due to catastrophic injury or illness, after said teacher has used their accumulated leave, additional leave may be supplemented by a contribution of accumulated leave by other staff members up to the amount needed to carry that person through to recovery, the waiting period before disability insurance becomes effective, or the completion of the contract year.

- 1. An employee may donate up to 50% of his/her accumulated sick leave days at the beginning of each school year.
- 2. An employee may donate up to 50% of his/her accumulated leave to any District employee who has expended all of his/her available leaves due to extended illness(es).
- 3. An employee who meets the eligibility requirements of receiving donated leave may receive no more than 112 days/896 hours of donated leave in any continuous

twelve-month period. The twelve-month period is calculated from the first day the employee utilizes donated leave time.

12.8 Maternity Leave

The pregnancy or related disability shall be treated as a temporary disability with all accumulated sick leave privileges, as well as all leave privileges available to the teacher until such time as the female employee is certified by her physician as capable of performing her teaching duties.

12.9 Leave for Public Office

Leaves of absence for public office shall be granted with the following conditions.

1. Certified teacher remains a district employee and would come back to the same job placement.
2. Certified teacher pays the cost (salary) of a substitute out of monthly district salary.
3. Certified teacher retains all state stipends and per diem payments.
4. Certified teacher retains seniority, longevity, tenure, all fringe benefits.
5. Certified teacher will not use sick leave or personal leave.
6. Board of Trustees and Administration will work to put a certified teacher in the classroom during the legislative session.

12.10 Sabbatical Leave

1. During the sabbatical leave, the staff member will: (1) receive salary experience credit, (2) maintain tenure rights and accumulated sick leave at the level attained before the leave, (3) receive current health insurance benefits, (4) receive one-half (1/2) of his/her yearly teaching salary. Salary shall be divided into twelve (12) equal payments and the teacher shall be paid monthly. Staff member and Board of Trustees may negotiate this to a lesser amount or agree to waive this provision. The Board is limited to granting no more than two (2) sabbatical leaves per year; upon more than two (2) requests, sabbatical leave will be determined for qualified applicants on seniority in the Roundup School system, (5) shall agree to return to the School District and teach for a minimum of one (1) year. Failing to do so, the teacher shall be required to reimburse the School District the salary paid to the teacher during the leave plus interest at the going personal loan rate, (6) shall receive a contract concerning the provisions stated herein. The staff member will be placed at these attained levels upon returning.
2. The staff member must notify the Board of Trustees of his/her intentions to resign or return to the system by April 1st during the year of sabbatical leave. Upon returning from the sabbatical leave, the staff member will be entitled to the same position of responsibility with the school system. Requests for sabbatical leave must be submitted by March 1 preceding the school year for which the leave is requested. The Board of Trustees will notify the staff member of application approval or disapproval by April 1st of the same year.

12.11 Extended Leave of Absence

Under certain conditions, a leave of absence will be allowed without a loss of standing on the salary schedule. This leave must be approved by the Board of Trustees.

1. Extended leave of absence without salary may be granted by the Board of Trustees to a teacher for extended personal or immediate family illness. Applicants may need to present verification from their attending physician.
2. Teacher who has been granted an extended leave of absence shall be entitled to:
 - (a) return to the same position which they held immediately before commencement of leaves or to a comparable position of responsibility;
 - (b) retain their seniority; and to
 - (c) remain a member of the district's insurance policy at the teacher's expense.
3. Employee, spouse, and children of employee's parents are considered immediate family. Refusal or permission for extended leave outside the immediate family shall be determined upon its merits by the Board.

12.12 Bereavement Leave

Qualified employees will be granted up to forty (40) hours of bereavement leave annually for the death of an employee's immediate family member.

Definition of Family Member defined by the Family Medical Leave Act:

- *Child (Including Adopted or Foster), and Spouses thereof
- *Parents
- *Spouses and Parents thereof
- *Brothers and Sisters
- *Related by Blood

Bereavement leave cannot accumulate year-to-year.

12.13 Leave Incentive

A certified employee who takes zero (0) hours of leave in a school year will receive a \$1200 stipend in June.

A certified employee who takes up to sixteen (16) hours of leave in a school year will receive a \$900 stipend in June.

A certified employee who takes up to twenty-four (24) hours of leave in a school year will receive a \$600 stipend in June.

ARTICLE XIII PROFESSIONAL COMPENSATION

13.1 Salary Schedule

The basic salaries of teachers covered by this Agreement are set forth in Appendix C. Extracurricular positions are figured on Appendix D.

13.2 Transcripts

Official transcripts of all credits must be submitted to the district.

13.3 Initial Placement on the Salary Schedule

Two categories of teachers are considered prior and during the issuance of contract.

Teachers with experience in the Roundup Public Schools are considered as follows: Each year, prior to the issuance of contracts, a teacher's placement on the salary schedule will be determined in the following way:

1. For a teacher, the experience level will be the number of years' experience acknowledged on the previous contract plus one year, until the teacher has reached the maximum experience level allowed.

2. The education level will be determined by official transcripts of all credits on file in the Clerk's office.

Teachers new to the Roundup Public Schools will be allowed to bring in up to seven (7) years of teaching experience in any school district accredited by a recognized accrediting agency and will be placed on the salary schedule accordingly.

13.4 Extended Employment

Extended Employment Personnel employed for a period longer than the regular school year shall be paid their calculated daily rate, which is their salary divided by the number of work days in the school year. For example, if the annual school calendar has 170 days with school days and PIR days, and the teacher makes \$34,000. Their daily rate of pay would be \$200.

13.5 Recognition for Additional Preparation

A teacher must have all the credits necessary for horizontal movement to a different lane prior to moving to that lane. Credits listed on the salary matrix correspond to semester college credits. To change quarter hours to semester hours, multiply quarter hours by 2/3.

Credits will be recognized for advancement on the salary schedule, as follows:

- A. Teachers may request approval of credits for advancement by submitting the form attached here to as Appendix B to the Superintendent. The Superintendent will approve for advancement any credit that is in the teacher's collegiate major, the teacher's collegiate minor, applicable to the teaching profession, or towards an additional endorsement for their educator licensure, or in the teacher's Montana educator

licensure area of endorsement. College major and minor will also include credits received as part of a graduate program. The Superintendent will also approve for advancement any credit for a class the teacher is currently assigned to teach.

- B. Teachers may submit other credits for advancement to the Superintendent. The Superintendent will evaluate each and every other credit presented for advancement and may, in the Superintendent's sole discretion, approve or reject for advancement the other credits presented by the teacher. The teacher's request for approval of course credit will be answered and returned within fifteen (15) working days of submission. If approval of credits for additional preparation and horizontal movement is denied, then the teacher may appeal this decision to the School Board within fifteen days of receiving the written denial. The School Board shall address this appeal at their next regularly scheduled meeting.

C. Verification

Verification of enrollment (i.e.: registration receipt, confirmation, etc.) of additional professional preparation, if sufficient to advance the teacher's preparation status, shall be submitted to the Superintendent not later than July 1st.

Documentation of completed professional preparation shall be submitted by September 1st. This documentation may be in the form of an official transcript course, grade slip, or an advisor's letter. The official transcript must be submitted by October 15th.

After a certified staff member has documented completion of approved course work, lateral movement from one preparation column to another shall be limited to one (1) attainment column per year with the exception of the attainment of a master's degree. Vertical step placement in attainment column will be based upon District credited years of experience.

13.6 Pay Periods

4. Teacher salary will be paid in 12 equal monthly installments.
5. Payroll checks shall be issued on the 20th day of each month. If the 20th falls on a day when school is not in session, teachers shall receive their payroll checks on the previous school day.
6. With the written consent and designation of the teacher, the payroll check shall be deposited directly into the teacher's bank account if it is deposited in the bank that has computer payroll. The teacher shall receive an itemized statement of payroll deductions for each pay period.

13.7 Teacher's In-Service Training and Professional Growth

The District and Association agree that it is in the interest of both parties to encourage staff participation in training and professional growth activities. To that end, the parties will cooperate in obtaining knowledge of various in-service training and professional growth

course offerings throughout each school year. Teachers will help select courses and shall complete an application form for submission to the district superintendent if they desire to request funding assistance from the district. Funding approval shall be at the discretion of the Superintendent who, in making a decision thereon, shall consider availability of budgeted funds.

District funding may be requested for training and professional growth activities in any appropriate field likely to enhance the effectiveness of the Roundup School system. Training and professional growth activities contemplated by this section may be offered on an extension basis at the local level, at a college or university campus, or in the form of workshops, seminars and similar events. The District will not pay for college credit offered above and beyond the scope of the professional development activity.

Teachers shall participate in training activities pertaining to curriculum development as scheduled by the District and/or included as part of the approved school calendar. Staff members of Roundup Public Schools who desire to attain their National Teacher Board Certification (NTBC) may apply for a stipend. The member must apply by March 1st to the Superintendent. Upon written acceptance into the program, the member will receive \$1,000.00. Upon written verification and successful completion of certification, the member will receive \$1000.00. An additional stipend of \$500 will be awarded each employment year, thereafter, upon NTBC certification.

In addition to any district funding for group in-service or professional development training, staff members shall be entitled to request an annual stipend not to exceed \$250.00 per person for individual training within the teacher's field of expertise. The full stipend of \$250.00 may be requested for payment in professional organizations.

13.8 Prep Period Buyout

If the Board determines that a seven-period day for Teachers shall be followed in any one of the District's secondary schools, if a teacher volunteers to teach a 7th period of structured classroom teaching, the teacher shall be compensated at the rate of one-seventh (1/7) of his or her salary per year of overload. One seventh of the salary will be calculated by the regular salary of the teacher multiplied by .14286 and rounded to the nearest whole dollar. (i.e. If the teacher makes \$34,000 then 1/7 of that would be \$4,857) If teachers are working over 1.0 FTE then the extra FTE has to be offered in a separate contract and made clear that it is on a semester by semester basis and may only be extended by mutual agreement of the administrator and teacher.

13.9 Payment for Short Term Prep Hour Coverage and/or Additional Workload

1. A teacher who **voluntarily** covers, during their prep, for a short period, will be compensated at the current **substitute** rate for each class hour covered, with administration approval. Teachers are not required to cover for another teacher.
2. A teacher who voluntarily assumes extra workload due to unavailability of substitutes with administrative approval shall be compensated one half hour at the current

substitute rate and thereafter for actual time measured in tenths of an hour for the additional student contact time.

13.10 Educational Stipend

3. Staff members of the Roundup Public School System are eligible for Educational Stipends for continuing their education. For a member to qualify for the stipend, s/he must have attained tenure in the Roundup System. The member must apply by March 1st to the superintendent on the forms provided, including in the application, the course of study and/or the program to be followed, an approximate time line for the course of study, evidence of acceptance from the graduate school, a short statement of need, and a statement of how the monies will be used.
4. The School Board must render a written decision on the application by May 1st. The Board may appoint a committee to interview, review, and make recommendations pertaining to the applications received.
5. Not more than \$10,000 will be committed by the Board of Trustees per district budget year for use in the program. Each member may receive up to, but not more than \$5000 in Educational Stipend benefits for the duration of his/her program. Members accepted for educational stipend benefits, will have funding priority in subsequent budget years for the duration of their program.
6. Upon acceptance into the program, the Staff member must agree to remain under contract with Roundup Public Schools for the duration of the benefits received, have signed the ensuing year's contract, and also signed a special contract which details the specifics and obligations of the parties involved. The member also agrees to keep the Superintendent informed as to progress of the program and any changes in the status of the program.

Specifics and Obligations of the Program

1. While involved in the program the member may move vertically on the salary schedule receiving credit for years taught, but not horizontally. The member will not be given salary increase for credits earned while on the program.
2. Failure to complete the program by the member will result in being frozen on the salary schedule until the funds advanced for the program are repaid to the district. If a member leaves the Roundup School System without cause before completing the program, the member will repay all funds advanced back to the district.
3. Failure to complete the program for the following reasons makes the contract null and void.
 1. Master's program is cancelled by the college or university.
 - a. If reasonably possible to continue at another institution, then the member would transfer and receive consideration for extension.
 2. Death of the individual.
 3. If member leaves District with cause.
4. Due to major health problems or major disability of the individual or immediate family, the member would receive consideration for extension. If not possible to continue, the board will consider nullification.

5. The Board of Trustees may financially support staff members that are willing to obtain certifications that have been difficult to fill or when the Board of Trustees believes the move would be in the best interest of the School District. When a situation such as this arises, a contract between the School District and the employee will specify the specific terms for both parties.

13.11 Mentor Stipend

Certified staff members who serve as mentors shall receive a stipend of \$500 each school year that they serve as a mentor. Part of the induction program will require two days prior to the start of the school year. Therefore, the mentor and protégé can use those days to replace MFPE days. If the induction program is not needed after the first year, there will be no need for days prior to the start of the school year.

13.12 Yellowstone Stipend

Certified staff members who coordinate the sixth-grade Yellowstone field trip shall receive a stipend of \$900 each. This stipend shall be reviewed annually and will be paid upon completion of the trip.

13.13 System Test Coordinator Stipend

In the event that the high school counselor position is unfilled and the District requires another individual to serve as system test coordinator, a Teacher who is designated by the Superintendent or his or her designee to serve as the System Test Coordinator (STC) will be assigned during the duty day three class periods in lieu of regular teaching or specialist duties. The STC appoints roles and duties to other staff members in accordance with OPI's Recommended Roles and Responsibilities for Test Administration.

ARTICLE XIV FRINGE BENEFITS

14.1 Health Insurance

A comprehensive major insurance program will be provided for each teacher and his/her dependents.

14.2 Mutual Selection of Carriers

All health and accident insurance coverage shall be mutually selected by the School Board and the Roundup Education Association with the School District paying up to \$900 or the cost of a single HDHP monthly premium per full-time employee or \$810 per month per part-time employee. The Board reserves the exclusive right to select the carrier together with any self-insurance provisions which shall be controlled by the School District. Any insurance company selected shall be under the regulation of the State Insurance Commission.

The district offers Vision and Dental Insurance options. These benefits are provided at teacher expense, if the teacher chooses to sign up for the benefit.

The district will provide a minimum \$25,000 term life insurance policy, that remains in effect as long as the teacher is employed by the district.

14.3 Health Insurance Committee

The Association shall participate with other District bargaining units and non-represented District employees on an insurance committee. The committee shall consist of four (4) REA members, two (2) RSEA members and one non-represented District employee. The committee will present to the District and bargaining unit's recommendations regarding the District's health insurance policy.

14.4 Continuity of Coverage

All insurance coverage under this article shall remain in force during the life of this Agreement and/or until a successor agreement has been ratified by both the School Board and the Roundup Education Association.

14.5 Workman's Compensation

The School Board shall participate in the Workman's Compensation Insurance program as provided by law. The disabled teacher shall have the option to receive benefits under the program or to exercise rights under the sick leave provisions.

14.6 Claims Against the School District

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

14.7 Eligibility

Benefits provided in this Article are designed for full-time personnel as described in

Article 1, and shall not apply to part-time personnel.

14.8 Retired Teacher Benefits

The Roundup Public Schools, Districts 55 and 55H shall provide a retired teacher, who has either a minimum fifteen (15) years teaching experience or has reached the age of fifty-five (55), the option of continuing in the District's group health and accident plan in force at the time of retirement, provided said teacher pay the monthly premium of such insurance.

14.9 Severance Pay

1. In the event the School District determines to reduce staff due to the lack of funds or other circumstances, an employee will receive, upon separation, a dollar benefit equal to 10% based on the average of the three previous years of his/her instructional contract.
2. An employee layoff because of reduction of staff will be entitled to the same insurance benefits allowed to certified staff members for the period of July and August following contract termination, provided the employee does not fall under another plan.
3. Upon no longer being employed by the District, an employee is entitled to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave will be computed on the basis of the employee's daily salary at the time s/he leaves his or her employment with the District, e.g. contract yearly salary divided by days contracted.
4. The teacher may continue on the District's group health and accident plan at their own expense.

14.10 Flex Plan

The Roundup Public School Districts shall provide a Flexible Benefits program for employees as provided for under the IRS Tax Code Section 125.

14.11 Certified Staff Buy Out/Retirement Incentive – Appendix F

Roundup Public Schools will offer a \$5000 per year bonus for a total amount of \$15,000 spread over the last three years of the Certified Staff Members Contract.

To be eligible for the incentive the staff member must meet the following requirements:

1. Staff member must be certified.
2. Staff Member has to be eligible for Montana Teachers Retirement with 25 years of service and paying into the system.
3. Staff member must have worked for Roundup Public School system for a minimum of 15 years.
 - Only one staff member can apply for the bonus per calendar year.
 - Letters of application will be accepted from all qualified teachers.
 - If two or more teachers apply for the same year the teacher with the most years of service shall be selected.
 - If the two or more teachers have the same number of years of service, the teacher with the most years of service in Roundup Schools shall be selected.

- If the two or more teachers have the same years of service, and the same years of service Roundup Schools, the eldest applicant shall be selected.
 - Application must be made to the Superintendent in writing on or before the last working day of the school year, prior to the school year to begin the incentive program.
4. The staff member must resign from Roundup Public Schools at the completion of the three-year incentive. (Staff members may resign on a voluntary basis prior to the completion of the three year buy out).
 5. No staff member will be eligible for a second buy out.
 6. Only three members may be in the system at one time.
 7. Only classroom teachers are eligible for the buyout.

ARTICLE XV EFFECT OF AGREEMENT

15.1 Term and Re-Opening

This agreement shall remain in full force and effect from July 1, 2024 through June 30, 2026. If either party desires to open negotiations for the school year commencing July 1, 2026, said party shall notify the other party, in writing, not later than May 1, 2026. In the absence of such notification, this Agreement will automatically remain in force and effect unless either party gives notice of its desire to reopen negotiations.

15.2 Changes in Agreement

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 a written and signed amendment to this agreement.

15.3 Compliance of Individual Contract

Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

15.4 Savings Clause

If any provision of the 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.

15.5 Nondiscrimination Clause

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, natural origin, age, sex, or marital status.

15.6 Duplication and Distribution

Copies shall be presented to all teachers now employed and hereafter employed, by the Board. The Association will receive two (2) copies of this Agreement.

15.7 Liquidated Damages Clause – Included in Teacher Contract

A teacher not facing discipline or discharge may be released from his/her teaching contract provided the teacher makes payment for liquidated damages to the School District prior to release on the following schedule. The teacher shall provide a minimum of two calendar weeks' notice. Any teacher requesting to be released from his/her individual teaching contract will pay ten percent (10%) of the salary that teacher would earn pursuant to that contract as liquidated damages.

The parties agree the School District incurs costs that are impractical or are extremely difficult to fix when a teacher breaches contract. Liquidated damages are to cover the impractical or extremely difficult to fix costs.

Jurisdiction and enforcement of this provision in the individual contract is through the 14th Judicial District, Musselshell County, Montana, with the teacher being liable for all fees under the above schedule, court costs, interest, reasonable attorney fees of the School District and other actions the court deems appropriate. The Court also has jurisdiction to award interest on any amount due and other actions the court deems appropriate

Teachers may appeal the enforcement of the ten percent liquidated damages due to extenuating circumstances. This appeal shall begin at the superintendent level and end at the decision of the full school board. The school board shall meet in a timely manner and add the appeal to the agenda, preferably at the next available regular school board meeting, and the teacher and any witnesses the teacher deems necessary shall have the ability to speak and bring forth evidence to their individual extenuating circumstances during a closed session. The board shall make their decision in writing no later than ten (10) days after the appeal is heard.

15.8 Exclusions from Penalty

1. Mutual agreement for termination by employee and Board of Trustees voids penalty for termination.
2. Termination for health reasons or serious emergencies in the immediate family shall void monetary penalty. The employee shall initiate this proceeding by presenting verification from the attending physician as to the seriousness of the health problems. The teacher agrees to submit to a physical examination by a licensed physician. The Board of Trustees shall assume the expense of this examination.



Roundup Public Schools

School District No. 55 and 55-H
12 Main Street
Roundup, Montana 59072

APPENDIX A GRIEVANCE REPORT FORM

Aggrieved Person _____

Date _____

School _____

Subject Area or Grade _____

b. Date Grievance Occurred _____

c. Statement of Grievance:

d. Action Requested or Relief Sought:

(Attach Additional Sheet if Needed)

Signature of Aggrieved

Date

LEVEL 1

Decision of Principal or Immediate Supervisor:

Signature of Principal

Date

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



Roundup Public Schools

School District No. 55 and 55-H
12 Main Street
Roundup, Montana 59072

APPENDIX A GRIEVANCE REPORT FORM

LEVEL II

Date Received by Superintendent or Designee _____

Decision of Superintendent or Designee:

Signature of Superintendent or Designee

Date

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 III

Date Received by Chairman of the Board or Designee _____

Decision of Chairman of the Board or Designee:

Signature of Chair of Board or Designee

Date

Aggrieved Person's Response:

_____ I accept the above decision.

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



Roundup Public Schools

School District No. 55 and 55-H
12 Main Street
Roundup, Montana 59072

APPENDIX A GRIEVANCE REPORT FORM

Signature of Aggrieved

Date

LEVEL IV

Date Submitted to Arbitrator _____

Arbitrator:

Disposition of the Arbitrator:

Signature of Arbitrator

Date

Appendix B

Roundup Public Schools

School Districts 55 and 55-H

Individual Teacher's Contract

THIS CONTRACT, made and entered into this **13th** day of **May, 2024**, by and between the Trustees of School Districts 55 and 55-H and their successors in office, Musselshell County, Roundup, Montana, hereinafter the Board, and **«First» «Last»** a regularly and duly licensed teacher under the laws of the State of Montana, hereinafter the Teacher.

The Board hereby agrees to employ the Teacher to perform services as assigned in School Districts 55 and 55-H of Musselshell County, Roundup, Montana, for and during the school year beginning **July 1, 2024** and ending **June 30, 2025** provided, however, that such service shall be rendered between **«Begin_Date»** and **«End_Date»** of said school year and that the actual days of teaching service shall not exceed **«No_Days»** days, unless changed by mutual agreement of both parties to this contract.

As consideration to the Teacher for services to be done and performed in accordance to the rules and regulations of the Board of Trustees and their executive officer, the Superintendent of said School Districts, and in strict compliance with the laws of the State of Montana, pertaining to said school, the Board covenants and agrees to pay the Teacher the sum of **\$«Total»**. Said sum shall be payable in twelve equal payments, payable on the 20th day of each school month following the time which the Teacher begins his/her services.

If the Teacher's employment is terminated during the term of this contract, he/she will not be compensated for time not worked. It is further agreed and understood said Teacher shall be entitled to such portion of the sick leave salary, if there be any, as outlined in the Collective Bargaining Agreement.

A teacher not facing discipline or discharge may be released from his/her teaching contract provided the Teacher makes payment for liquidated damages to the School District prior to release on the following schedule:

-The Teacher shall provide a minimum of two calendar weeks' notice. Any teacher requesting to be released from his/her individual teaching contract will pay ten percent (10%) of the salary that teacher would earn pursuant to that contract as liquidated damages; and

-The parties agree the School District incurs costs that are impractical or are extremely difficult to fix when a teacher breaches contract. Liquidated damages are to cover the impractical or extremely difficult to fix costs.

Jurisdiction and enforcement of this provision in the individual contract is through the 14th Judicial District, Musselshell County, Montana, with the Teacher being liable for all fees under the above schedule, court costs, interest, reasonable attorney fees of the School District and other actions the court deems appropriate. The Court also has jurisdiction to award interest on any amount due and other actions the court deems appropriate.

It is further agreed and understood that if the above conditions have been met, the Board shall accept the resignation of the Teacher under contract and shall not attempt to have the Teacher's certificate revoked or suspended.

It is further agreed and understood that the parties to this contract shall in no way be bound by any verbal promises or agreements. The individual contract is subject to the terms and conditions of the current School Policy and the current collective agreement negotiated and entered into by the Roundup Education Association and the Board of Trustees.

It is further agreed and understood that this contract must be accepted, signed and returned to the Board of Trustees within twenty (20) days from the day and date first above written to become valid.

IN WITNESS WHEREOF, the Board by a majority vote of its members has caused this agreement to be executed in duplicate by the Chairperson of the Board of Trustees of said School Districts 55 and 55-H, and the Teacher has hereunto set his/her hand on this _____ day of _____, 2024.

Teacher
\$«Base» Step «Step»
«Extra_Curr_1» \$«Stipend_1»
«Educ_Level_» «Year_Exp»

Board Chair, School Districts 55 and 55-H

For the Board Chair, School Districts 55 and 55-H



Roundup Public Schools

School District No. 55 and 55-H
12 Main Street
Roundup, Montana 59072

Appendix C Teacher Salary Schedule

2024-25

YRS EXP	BA	BA+10	BA+20	BA+30	MA/BA+40	MA+10/ BA+50	MA+20/ BA+60
1	30878	31804	32758	33741	34416	35104	35806
2	32113	33076	34068	35090	35792	36508	37238
3	33397	34399	35431	36494	37224	37967	38727
4	34733	35775	36848	37954	38713	39487	40277
5	36122	37206	38322	39472	40261	41067	41888
6	37567	38694	39855	41051	41872	42709	43563
7	39070	40242	41449	42693	43547	44418	45306
8	40633	41852	43107	44401	45289	46194	47118
9	42258	43526	44832	46177	47100	48042	49003
10	43948	45266	46625	48024	48984	49964	50963
11	45266	46624	48024	49466	50453	51464	52493
12	46624	48023	49465	50950	51967	53008	54068
13	48022	49464	50949	52478	53526	54598	55690

2025-26

YRS EXP	BA	BA+10	BA+20	BA+30	MA/BA+40	MA+10/ BA+50	MA+20/ BA+60
1	30878	31804	32758	33741	34416	35104	35806
2	32113	33076	34068	35090	35792	36508	37238
3	33397	34399	35431	36494	37224	37967	38727
4	34733	35775	36848	37954	38713	39487	40277
5	36122	37206	38322	39472	40261	41067	41888
6	37567	38694	39855	41051	41872	42709	43563
7	39070	40242	41449	42693	43547	44418	45306
8	40633	41852	43107	44401	45289	46194	47118
9	42258	43526	44832	46177	47100	48042	49003
10	43948	45266	46625	48024	48984	49964	50963
11	45705	47077	48491	49946	50943	51964	53002
12	47533	48960	50430	51944	52981	54043	55123
13	49435	50919	52447	53954	55100	56204	57327



Appendix C

Coal Gross Proceeds Service Stipend 2024-25 & 2025-26

When the districts coal gross proceeds allocation from the county equals or exceeds \$2.6 Million then the board authorizes a 5% service stipend. This stipend will be 5% of each teacher's base salary. This stipend must meet qualifications based on MCA 15-23-703 (6 A-B). The District will pay the TRS portion of that stipend and it will count towards TRS. The stipend will be included in 12-month installments with teachers pay check.

****This variable payment shall be paid annually starting in the 2024-25 school year and ending after the 2025-26 school year. For purposes of calculating "same salary" this payment shall be excluded. This payment shall be subject to all payroll taxes including but not limited to TRS etc. This payment will sunset June 30, 2026 unless renewed by the parties.***



Appendix D

Extracurricular Pay Scale

Base: \$35,000

Extracurricular stipends in Appendix D2 are a percentage of the base from Appendix D2.

Position	Percentage	0-5 years	6-10 years +1%	11+ years +2%
Head FB	10%	\$3,500	\$3,850	\$4,200
Assist FB	6%	\$2,100	\$2,450	\$2,800
JH FB	5%	\$1,750	\$2,100	\$2,450
Head BB	10%	\$3,500	\$3,850	\$4,200
Assist BB	6%	\$2,100	\$2,450	\$2,800
JH BB	5%	\$1,750	\$2,100	\$2,450
Head Track	10%	\$3,500	\$3,850	\$4,200
Assist Track	6%	\$2,100	\$2,450	\$2,800
JH Track	5%	\$1,750	\$2,100	\$2,450
Head VB	10%	\$3,500	\$3,850	\$4,200
Assist VB	6%	\$2,100	\$2,450	\$2,800
JH VB	5%	\$1,750	\$2,100	\$2,450
Head Golf	10%	\$3,500	\$3,850	\$4,200
Assist Golf	6%	\$2,100	\$2,450	\$2,800
Head Wrestling	10%	\$3,500	\$3,850	\$4,200
Assist Wrestling	6%	\$2,100	\$2,450	\$2,800
JH Wrestling	5%	\$1,750	\$2,100	\$2,450
Instrumental & Ensemble	10%	\$3,500	\$3,850	\$4,200
Head Sp & Dr	10%	\$3,500	\$3,850	\$4,200
Assist Sp & Dr	6%	\$2,100	\$2,450	\$2,800
Co-Head Coaches	8%	\$2,800	\$3,150	\$3,500
Head Drama	4%	\$1,400	\$1,750	\$2,100
Assist Drama	2%	\$700	\$1,050	\$1,400
Honor Society	1%	\$350	\$700	\$1,050
Computer Mentor	3%	\$1,050	\$1,400	\$1,750
Close Up	3%	\$1,050	\$1,400	\$1,750
Special Olympics	2%	\$700	\$1,050	\$1,400
Yearbook (Rodeo)	6%	\$2,100	\$2,450	\$2,800



Appendix D Extracurricular Pay Scale

Base: \$35,000

Extracurricular stipends in Appendix D2 are a percentage of the base from Appendix D2.

Position	Percentage	0-5 years	6-10 years +1%	11+ years +2%
Academic Team	2%	\$700	\$1,050	\$1,400
Pep Club	3%	\$1,050	\$1,400	\$1,750
Head Cheer Adv.	12%	\$4,200	\$4,550	\$4,900
Assist. Cheer	6%	\$2,100	\$2,450	\$2,800
Vocal & Ensemble	5%	\$1,750	\$2,100	\$2,450
Centralaires	2.50%	\$875	\$1,225	\$1,575
Vocational FFA, BPA, FCCLA	6%	\$2,100	\$2,450	\$2,800
Extended Studies	7%	\$2,450	\$2,800	\$3,150
Elem Basketball	2%	\$700	\$1,050	\$1,400
Elem Volleyball	2%	\$700	\$1,050	\$1,400
Weight Lifting	6%	\$2,100	\$2,450	\$2,800
Acad Olympics	3%	\$1,050	\$1,400	\$1,750
Newspaper	3%	\$1,050	\$1,400	\$1,750
Concessions	3%	\$1,050	\$1,400	\$1,750

Ticket Taker/Gate Supervisor (Per Activity) \$50.00

Newspaper will be paid if produced outside of class time.

Teacher who are teaching in a state approved vocational education program may qualify for an additional two (2) percent of the base salary for each five hundred (500) hours of practical work experience in their field up to a maximum of eight (8) percent.

Extracurricular contracts will be issued at the same time as certified contracts. Qualifiers may be used to reflect the financial condition or need of the District (ie: pending levy passage or legislative action or lack of participation. Spring sports will be hired in June.

Any extra or co-curricular activity added will be placed on Appendix D2.

Extra-Curricular Pay - All positions that are not yearlong will be paid either half at the middle of the season and half at the end of the season, or full pay at the end of the season.

The final payment to head coaches will be withheld until the District Clerk receives notification from the Activities Director. An itemized check-out list is contained in the Head Coach's Handbook.



Appendix E – Teacher Evaluation Process

Mission

The Teacher Assessment Program will help to ensure quality instruction and assessment leading to high student learning.

Roundup Public Schools believes the Teacher Assessment Program:

- Is an ongoing collaborative effort between administration and staff
- Supports professional growth and success.
- Ensures accountability to our school community.
- Assists in administrative decisions.
- Places a focus on student learning.

Procedures to be followed:

1. **Teacher Orientation** – The Teacher Performance Assessment Program will be explained and provided to the teachers at the beginning of each school year.
2. **Non-Tenured Teachers** – All non-tenured teachers shall be formally evaluated at least twice during the school year.
3. **Tenured Teachers** – In a three-year period, tenured teachers will be formally evaluated one year, work on a professional growth plan one year, and will be informally observed one year.
4. **Informal Observations – Formative Evaluation** – The Principal will conduct on-going, informal observations. Any serious problem will be immediately brought to the teacher's attention.
5. **Formal Observation – Summative Evaluation**
 - a. Pre-conference: The Principal and teacher will meet and mutually agree on the focus of the formal evaluation, and the four domains:
 - i. Planning and preparation
 - ii. Learning environment
 - iii. Instructional effectiveness for student learning
 - iv. Professional responsibilities.
 - b. Formal Observation: The Principal will conduct a formal observation(s).
 - c. Post-conference: The Principal and teacher will meet as soon as possible after the formal observation. The Principal will provide feedback as agreed upon in pre-conference. Other identified strengths and weaknesses will be collaboratively addressed.
6. **Performance Assessment** – The Principal will provide a narrative for each area on the Summative Evaluation Form that is marked “unsatisfactory” or “exemplary”.
7. **Recommendation to the Superintendent** – The Principal and teacher will review the recommendation to the superintendent.
8. **Improvement Plan** – If serious deficiencies are noted in the Teacher Assessment, the teacher and principal will develop a specific Improvement Plan. The Improvement Plan will include specific objectives, time lines, and necessary resources to assist in improving the teacher's performance.



Appendix E – Teacher Evaluation Process

DOMAIN ONE: PLANNING AND PREPARATION

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

DOMAIN TWO: LEARNING ENVIRONMENT

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



Appendix E – Teacher Evaluation Process

DOMAIN THREE: INSTRUCTIONAL EFFECTIVENESS FOR STUDENT LEARNING

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

DOMAIN FOUR: PROFESSIONAL RESPONSIBILITIES

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



**Appendix E – Teacher Evaluation Process
TEACHER PRE-OBSERVATION FORM**

Teacher _____

School Year _____

Grade(s) _____

Subject Area _____

Evaluator _____

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

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

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

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

4. Are there characteristics of the physical space that may negatively impact student learning? If yes, please describe.

5. Additional comments or information.

Teacher Initials _____

Evaluator Initials _____

Date of Conference _____



Appendix E – Teacher Evaluation Process

TEACHER PROFESSIONAL GROWTH AND GOAL FORM

Teacher _____

School Year _____

Grade(s) _____

Subject Area(s) _____

Evaluator _____

Complete Section 1 of the form and bring with you to the initial Professional Responsibilities and Goal(s) Conference.

1. What is your professional growth plan and how will this plan impact student learning?

2. Identify the measurable indicator(s) and methods of measurement you will use to show student progress.

3. Briefly describe how you will track the progress of the items in number 2.

4. List professional learning, including activities and/or courses that will help you meet the area(s) of student needs during the school year.

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

Date of Conference _____

Teacher Signature _____

Date _____

Evaluator Signature _____

Date _____



Appendix E – Teacher Evaluation Process
TEACHER PROFESSIONAL GROWTH AND GOAL FORM

- 1) Summarize your students' progress in relation to your professional growth plan.

- 2) If you met your goal(s), what conditions were most helpful?

- 3) If you did not meet your goal(s), what were your obstacles or barriers?

- 4) List professional learning, including activities and/or courses that you participated in this school year. What professional learning helped you meet the identified student needs for this school year?

- 5) List other information that you would like to share with your evaluator.

Teacher Signature _____

Date _____

Evaluator Signature _____

Date _____

Date Submitted _____



Appendix E – Teacher Evaluation Process
TEACHER FORMATIVE FEEDBACK FORM
INFORMAL EVALUATION

Teacher: _____ School Year: _____

Subject Area(s): _____ Grade(s): _____

Evaluator: _____

Date and Time of Observation: _____

Date of Conference: _____

Observation Type - _____ Announced _____ Unannounced

Description of Lesson:

Domain One: Planning and Preparation

Domain Two: Learning Environment

Domain Three: Instructional Effectiveness for Student Learning

Domain Four: Professional Responsibilities

The teacher and evaluator sign the Formative Feedback Form to indicate that the lesson was reviewed and discussed, not that the teacher necessarily agrees with the observation or comments on the form.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

If the teacher disagrees with any feedback on this form, the teacher may provide information in writing to the evaluator within fifteen (15) working days of the receipt of this form. The teacher may request a second conference with the evaluator to discuss concerns. Any additional information will become part of the appraisal record.



Appendix E – Teacher Evaluation Process
TEACHER SUMMATIVE EVALUATION FORM

Teacher: _____ School Year: _____

Grade(s): _____ Subject Area: _____

Evaluator: _____

Observation Date: _____ Date of Conference: _____

Tenured Teacher: _____ Non-tenured Teacher: _____

Years in District: _____ Years Overall: _____

Year last evaluation completed: _____

Domain 1: Planning and Preparation

	Unsatisfactory	Developing	Proficient	Exemplary
1a Selecting Instructional Goals				
*Value, sequence, and alignment				
*Clarity, * Balance, *Suitable for diverse learners	_____	_____	_____	_____
1b Designing Coherent Instruction				
* Learning activities, *Lesson and Unit Structure				
*Instructional materials and resources	_____	_____	_____	_____
1c Demonstrating Knowledge of Content				
* Content knowledge, * Prerequisite relationships	_____	_____	_____	_____
1d Demonstrating Knowledge of Students				
* Child development, *Learning process,				
* Student skills, knowledge, and proficiency,				
*Interests and cultural heritage, * Special needs	_____	_____	_____	_____
1e Designing Student Assessments				
* Congruence with outcomes, *Criteria and standards,				
*Formative assessments, *Use for planning	_____	_____	_____	_____



Appendix E – Teacher Evaluation Process

Domain 2: Learning Environment

	Unsatisfactory	Developing	Proficient	Exemplary
2a Managing Learning Environment Procedures *Instructional Groups, *Transitions, *Materials and supplies, *Non-instructional duties	_____	_____	_____	_____
2b Managing Student Behavior *Expectations, *Monitoring behavior, *Response to misbehavior	_____	_____	_____	_____
2c Establishing a Culture of Learning *Importance of content, *Student pride in work *Expectations for learning and achievement *Teacher interaction with students	_____	_____	_____	_____
2d Organizing Physical Space *Safety and accessibility, *Arrangement of furniture and resources	_____	_____	_____	_____

Domain 3: Instructional Effectiveness for Student Learning

	Unsatisfactory	Developing	Proficient	Exemplary
3a Engaging Students in Learning *Activities and assignments, *Student Groups, *Instructional materials and resources, *Structure and pacing	_____	_____	_____	_____
3b Demonstrating Flexibility and Responsiveness *Lesson adjustment, *Response to students, *Persistence	_____	_____	_____	_____
3c Communicating Clearly and Accurately *Expectations for learning, *Directions and procedures *Explanations of content, *Use of oral and written language	_____	_____	_____	_____
3d Using Questioning and Discussion Techniques *Quality of questions, *Discussion techniques, *Student participation	_____	_____	_____	_____
3e Using Assessment in Instruction *Assessment criteria, *Monitoring of student learning, *Feedback to students, *Student self-assessment and monitoring	_____	_____	_____	_____



Appendix E – Teacher Evaluation Process

Domain 4: Professional Responsibilities

	Unsatisfactory	Developing	Proficient	Exemplary
4a Communicating with Families *About instructional program, *About individual students, *Engagement of families in instructional program	_____	_____	_____	_____
4b Develop and Maintain an Accurate Record System *Student completion of assignments, *Student progress in learning, *Non-instructional records	_____	_____	_____	_____
4c Demonstrating Professional Work Ethic *Integrity/ethical conduct, *Service to students *Advocacy, *Decision-making, *Compliance with school/district regulation	_____	_____	_____	_____
4d Growing and Developing Professionally *Enhancement of content knowledge and skill, *Receptivity to feedback from colleagues, *Service to the profession	_____	_____	_____	_____
4e Reflecting on Professional Practice and Engaging in Professional Community *Accuracy, *Use of future teaching, *Relationship with colleagues, *Participation in school projects, *Involvement in culture of professional inquiry, *Service to school	_____	_____	_____	_____

COMMENDATION/RECOMMENDED AREA(S) OF GROWTH

The teacher and evaluator sign the Summative Evaluation Form to indicate that it was reviewed and discussed, not that the teacher necessarily agrees with the comments on this form.

Teacher Signature _____

Date _____

Evaluator Signature _____

Date _____

If the teacher disagrees with feedback on this form, the teacher may provide information in writing to the evaluator within fifteen (15) working days of the receipt of this form. The teacher may request a second conference with the evaluator to discuss concerns. Additional information becomes part of the appraisal record.



**Appendix E – Teacher Evaluation Process
TEACHER IMPROVEMENT PLAN FORM**

Teacher _____

School Year _____

Grade(s) _____

Subject Area(s) _____

Evaluator _____

Date of Conference _____

Area(s) of Improvement _____

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

1. Describe specific area(s) for improvement in performance as related to the domains in the Summative Evaluation Form.
2. List the specific measurable goals to improve performance to a satisfactory level. Indicate how progress will be measured for each goal.
3. Specify professional learning activities, interventions, or resources needed to complete the goals for the Improvement Plan.
4. Indicate the source of evidence that will be used to document the completion of the Improvement Plan. List reasonable checkpoints and a timeline for activities or events of the Improvement Plan. Specify the date by which the Improvement Plan will be completed.



Appendix E – Teacher Evaluation Process
TEACHER IMPROVEMENT PLAN FORM (CONT.D)

5. Specify the procedures that will be used to collect the necessary evidence to determine that the goal(s) of the Improvement Plan are met.
6. Indicate how satisfactory or unsatisfactory completion of the plan will be determined. Indicate what will happen if there is unsatisfactory completion of the plan.

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

Teacher Signature _____ Date _____

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

Evaluator Signature _____ Date _____

Completion of Improvement Plan

The teacher has completed the improvement plan as described.

_____ Satisfactory _____ Unsatisfactory

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____



**Appendix E – Teacher Evaluation Process
TEACHER ASSESSMENT AND EVALUATION
REPORT TO SUPERINTENDENT**

TEACHER _____

EVALUATOR _____

GRADE AND/OR SUBJECT _____

FORMAL OBSERVATION YEAR - _____

INFORMAL OBSERVATION YEAR - _____

PROFESSIONAL DEVELOPMENT YEAR - _____

PROFESSIONAL DEVELOPMENT PLAN

EVALUATOR’S SUMMARY OF TEACHER PERFORMANCE:

_____ Satisfactory (Acceptable Performance)

_____ Performance Indicates Improvement is needed (Improvement Plan)

_____ Not Satisfactory (Performance Not Acceptable)

The following recommendation is made by: _____
(Principal/Superintendent Signature)

_____ Recommend Renewal of Contract

_____ Recommend Tenure (Fourth Contract)

_____ Not Recommended for Reappointment

Reviewed by: _____
(Teacher Signature)



APPENDIX F CERTIFIED STAFF BUY OUT/RETIREMENT INCENTIVE

Roundup Public Schools will offer a \$5000 per year bonus for a total amount of \$15,000 spread over the last three years of the Certified Staff Members Contract.

To be eligible for the incentive the staff member must meet the following requirements:

1. Staff member must be certified.
2. Staff Member has to be eligible for Montana Teachers Retirement with 25 years of service and paying into the system.
3. Staff member must have worked for Roundup Public School system for a minimum of 15 years.
 - a. Only one staff member can apply for the bonus per calendar year.
 - b. Letters of application will be accepted from all qualified teachers.
 - i. If two or more teachers apply for the same year the teacher with the most years of service shall be selected.
 - ii. If the two or more teachers have the same number of years of service, the teacher with the most years of service in Roundup Schools shall be selected.
 - iii. In the two or more teachers have the same years of service, and the same years of service Roundup Schools, the eldest applicant shall be selected.
 - c. Application must be made to the Superintendent in writing on or before the last working day of the school year, prior to the school year to begin the incentive program.
4. The staff member must resign from Roundup Public Schools at the completion of the three-year incentive. (Staff members may resign on a voluntary basis prior to the completion of the three year buy out).
5. No staff member will be eligible for a second buy out.
6. Only three members may be in the system at one time.
7. Only classroom teachers are eligible for the buyout.

Roundup Public Schools

2024-2025 Calendar - 162 Student Days

AUGUST						
S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

First Day of School	21-Aug-24
Last Day of School	22-May-25

Quarter Dates	
Aug. 21-Oct. 25	41 Days
Oct. 28-Jan. 10	39 Days
Jan. 13-Mar. 20	44 Days
Mar. 24-May 22	38 Days

JANUARY						
S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

Total Student Attendance Days	162
Total Teacher Days	168

Teacher PIR Days (8 PIR Days)	
19-Aug	Orientation
20-Aug	Orientation
17-Oct	MEA Days
18-Oct	MEA Days
1-Nov	Parent/Teacher Conf.
2 Hr Blocks	Inservice Day - 2 days
28-Mar	Parent/Teacher Conf.

Half Day	
20-Sep	31-Jan
4-Oct	14-Feb
16-Oct	28-Feb
15-Nov	14-Mar
27-Nov	11-Apr (FLEX)
6-Dec	25-Apr (FLEX)
17-Jan	9-May (FLEX)

FEBRUARY						
S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	1
2	3	4	5	6	7	8

OCTOBER						
S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

MARCH						
S	M	T	W	T	F	S
23	24	25	26	27	28	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

NOVEMBER						
S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

Staff Friday PIR - 2 Hours	
20-Sep	
15-Nov	
6-Dec	
31-Jan	
14-Feb	
14-Mar	

APRIL						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	6	7	8	9	10

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

No School Days - Holidays Included	
Sept. 2	Labor Day
Nov. 28-29	Thanksgiving Break
Dec. 23-Jan. 3	Christmas Break
Apr. 21	Easter Holiday
May. 26	Memorial Day

MAY						
S	M	T	W	T	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

Roundup Public Schools

2025-2026 Calendar - DRAFT - 162 Days

AUGUST						
S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

First Day of School	20-Aug-25
Last Day of School	21-May-26

Quarter Dates	
Aug. 20-Oct. 23	41 Days
Oct. 27-Jan. 9	39 Days
Jan. 12-Mar. 19	44 Days
Mar. 23-May 21	38 Days

JANUARY						
S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

SEPTEMBER						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

Total Student Attendance Days	162
Total Teacher Days	168

Teacher PIR Days (8 PIR Days)	
18-Aug	Orientation
19-Aug	Orientation
16-Oct	MEA Days
17-Oct	MEA Days
31-Oct	Parent/Teacher Conf.
2 Hr Blocks	Inservice Day - 2 days
27-Mar	Parent/Teacher Conf.

FEBRUARY						
S	M	T	W	T	F	S
25	26	27	28	29	30	31
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
1	2	3	4	5	6	7

OCTOBER						
S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

MARCH						
S	M	T	W	T	F	S
22	23	24	25	26	27	28
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

NOVEMBER						
S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

Half Day	
19-Sep	30-Jan
3-Oct	13-Feb
15-Oct	27-Feb
14-Nov	13-Mar
26-Nov	10-Apr (FLEX)
5-Dec	24-Apr (FLEX)
16-Jan	8-May (FLEX)

APRIL						
S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

DECEMBER						
S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

Staff Friday PIR - 2 Hours	
19-Sep	
14-Nov	
5-Dec	
30-Jan	
13-Feb	
13-Mar	

No School Days - Holidays Included	
Sept. 1	Labor Day
Nov. 27-28	Thanksgiving Break
Dec. 21-Jan. 4	Christmas Break
Apr. 6	Easter Holiday
May. 25	Memorial Day

MAY						
S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6