

COLLECTIVE BARGAINING AGREEMENT

Between

**BOARD OF TRUSTEES
Stevensville School District No.2**

And

**STEVENSVILLE TEACHERS
ASSOCIATION
LOCAL 4379 OF MFPE**

**CONTRACT DURATION
JULY 1, 2021 THROUGH JUNE 30, 2022**

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COLLECTIVE BARGAINING AGREEMENT
Between
BOARD OF TRUSTEES, STEVENSVILLE SCHOOL DISTRICT No. 2
And
STEVENSVILLE TEACHERS ASSOCIATION

ARTICLE 1 PURPOSE STATEMENT

This Agreement is entered into between School District No. 2, Stevensville, Montana (hereinafter referred to as the “District”) and the Stevensville Teachers Association, Local 4379 of the Montana Federation of Public Employees (hereinafter referred to as the “Association”), pursuant to and in compliance with the Montana Public Employee Collective Bargaining Law, Title 39, Chapter 31, Montana Codes Annotated, as amended (hereinafter referred to as the “Act”), to provide the terms and conditions of employment for teachers with respect to wages, hours, fringe benefits, and other conditions of employment.

ARTICLE 2 RECOGNITION STATEMENTS

- 2.1 **Recognition:** In accordance with the Act, the District recognizes the Stevensville Teachers Association, Local 4379, Montana Federation of Public Employees (MFPE), as the exclusive representative of teachers employed by the District. The Association will have those rights and duties as prescribed by the Act, or as described in this Agreement.
- 2.2 **Appropriate Unit:** The Exclusive Representative will represent all certified employed teachers (20-4-106, M.C.A.) of the District, but will exclude the following:
- A. All supervisory personnel which includes principals and vice principals,
 - B. Personnel involved in contract services not administered by the District,
 - C. Substitutes,
 - D. All non-certified personnel positions,
 - E. Casual, temporary or seasonal employees,
 - F. Aides (including those with teachers' certificates).
- 2.3 **Association Leave:** At the beginning of every school year, the Association will be credited with 3 days of paid leave time to be used by teachers who are Association officers or their designees at the discretion of the Association.

ARTICLE 3 ASSOCIATION AND TEACHER RIGHTS

- 3.1 **Rights:** Nothing contained herein will be construed to deny or restrict to any teacher such rights as he/she may have under Montana School Laws or other applicable laws and regulations.
- 3.2 **Employment Status:** No tenured teacher will be reprimanded in writing, suspended without pay, or dismissed during the term of his/her contract without just cause. Student or class performance on standardized testing will not be considered just cause. Nothing in this Section or this Agreement will be construed to deny the Board the right to non-renew a non-tenured teacher without cause, consistent with current State law.
- 3.3 **Information:** The Board agrees to furnish the Association in response to written request, all information required by law. The District may require payment for copying costs.
- 3.4 **Association Business:** Representative members of the Association will be permitted to meet as a committee of the whole and to transact official Association business on school property at all reasonable times, provided that this will not interfere with or interrupt normal school operations as determined by the Superintendent and that permission was granted in advance. In-service days and PIR days are considered school days.
- 3.5 **Use of Buildings/Facilities:** The Association, with permission from the Superintendent, may use school buildings and office equipment when such equipment/buildings is not otherwise in use, provided such Association use does not interfere with the education mission of the District or the duties of any teacher. The Association will reimburse the District for the cost of materials and supplies used.

- 3.6 **Use of Mail System:** The Association will have the right to use the interschool mail facilities, e-mail, and school mailboxes as it deems necessary, for local Association business. However, the District will not carry such mail from one District building to another.
- 3.7 **Duty of Fair Representation and Representation Fee:** The Association, as exclusive representative of all teachers described in Section 2 of Article II, will represent all such persons fairly whether members or not. No teachers will be required to join the Association, but membership in the Association will be made available to all who apply, consistent with the Association constitution, bylaws and policies.
- 3.8 **Appearances before Employer:** A teacher will be entitled to have present a representative of the Association during any appearance before the Board or its agents concerning any matter which could adversely affect the teacher's employment and/or terms and conditions related thereto. A teacher will be given prior written notice of reason for such a meeting or interview and will be advised in advance of the meeting concerning his/her right to representation under this provision of the Agreement.

ARTICLE 4 RIGHTS OF THE DISTRICT

- 4.1 **Inherent Managerial Rights:** The Exclusive Representative recognizes that the District is not required to and is not permitted to meet and negotiate on matters of inherent managerial prerogatives. The Board will retain without limitations all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law or by the terms of this Agreement, to establish school policy operation.
- 4.2 **Effect of Laws, Rules, and Regulations:** The Exclusive Representative will recognize any agent of the Board selected to represent it in any matter covered by this Agreement. The parties recognize that all teachers covered by this Agreement will perform the teaching and teaching-related services prescribed by the District. The parties also recognize the rights, obligations, and duties 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 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 other State and Federal governmental agencies.
- 4.3 **Release from Contract:** The District will release a teacher from his/her contract when it receives such request in writing not later than June 15th. Only under extenuating circumstances will any request to break a teacher's contract be granted if the request is received after June 15th.

ARTICLE 5 GRIEVANCE PROCEDURES

- 5.1 **Grievance Definition:** A "grievance" will mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the District as to the interpretation or application of specific terms and conditions contained in this Agreement.
- 5.2 **Rights of Representation:**
- A. The grievant may be represented at stages of the grievance procedure by him/herself or by an Association representative. The teacher will have the right to request the presence of an Association representative at any time. The District may be represented at any step of the procedure by a representative of its choice.
 - B. No reprisals of any kind will be taken by the Board, any member of the Administration, or by the Association against any party in interest, any building representative, any member of the Association Grievance Committee, or any other participant in the grievance procedure by reason of such participation.
- 5.3 **Individual Rights:**
- A. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 - B. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

5.4 **Grievance Procedure:**

- A. In order to provide a standard method for resolution of differences arising during the duration of the Agreement, parties hereto will make a determined effort to settle any issues arising in the interpretation of the Agreement or in the interpretation of any individual teacher's employment contract, by the use of the grievance procedure herein set forth.
- B. A grievance will not be valid for consideration unless the grievance is submitted in writing on the Grievance Reporting Form, attached hereto as Addendum C, to the District's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within 10 working days after the date of the first event given rise to the grievance occurred. Failure to file any grievance within such period will be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided will constitute a waiver of the grievance. An effort will first be made to adjust any alleged grievance informally between the teacher and the District's designee.

5.5 **Adjustment of Grievance:** The District and the teacher will attempt to adjust all grievances which may arise during the course of employment within the District in the following manner:

- A. **Level One:** If the grievance is not resolved through informal discussions, the principal will give a written decision on the grievance to the grievant and the Association within 10 working days after written receipt of the grievance.
- B. **Level Two:** In the event the grievance is not resolved in Level One, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within 10 working days after receipt of the decision in Level One. If a grievance is properly appealed to the Superintendent, the Superintendent will set a time to meet regarding the grievance within 7 working days after receipt of the appeal. Within 10 working days after the meeting, the Superintendent will issue a decision in writing to the grievant and the Association.
- C. **Level Three:** In the event the grievance is not resolved in Level Two, the decision rendered may be appealed to the Board of Trustees, provided such appeal is made in writing to the District Clerk, within 5 working days after receipt of the decision in Level Two. If the grievance is properly appealed to the Board of Trustees, the Board Chair/Designee and the Association President/Designee will conduct a meeting within 20 working days of the appeal wherein representatives of the Association and representatives of the Board of Trustees will discuss the grievance. The Board of Trustees will render a decision in writing to the grievant and the Association not later than 15 working days after this meeting.
- D. **Step Waiver:** Provided both parties agree in writing, any level of this grievance procedure may be by-passed and processed at a higher level. This waives all rights to resubmit the same grievance back to a lower level.
- E. **Binding Arbitration:** Should the grievance not be resolved in Level Three, the Association President may, within 10 working days of receipt of the Board's decision in Level Three, submit the grievance, using the Grievance Reporting Form, to final and binding arbitration in accordance with the following provisions.
 - 1. The arbitrator will be chosen from a list of 7 potential arbitrators, provided by the Board of Personnel Appeals, by each party eliminating one name until the arbitrator is left. This "striking" procedure will take place within 10 working days after receipt of the list.
 - 2. The arbitrator will hear the case as soon as possible and issue a written decision to the parties within 30 working days after the close of the hearing.
 - 3. The costs of the arbitration hearing will be shared, except that each party will be responsible for its own representation and presentation costs.
 - 4. The arbitrator is prohibited from adding to, subtracting from, or otherwise modifying the terms of this Agreement.
- F. Should any grievant process the same matter that is subject to the grievance process to any agency or authority outside of the District, the employee's grievance on the same matter will be considered waived.
- G. All time limits outlined refer to working days. Working days will mean days scheduled on the school calendar as either school days or PIR days (except from June 1 through August 31 when working days will mean all days Monday through Friday).

- 5.6 **Labor/Management Committee:** There is established a Labor/Management Committee, which will consist of not more than two representatives of the District and two of the Association. Each party may also have present not more than one other "outside" representative. This Committee is formed in order to meet and confer on matters of mutual concern and will normally meet during non-working hours. However, when for the convenience of the District, the District agrees to schedule such a meeting during working hours, the Association representatives will not suffer a loss of pay. Meetings may be called by either the Superintendent or the Association President, and an agenda will be created not less than two days prior to the meeting date. Meetings will be at reasonable times and places. Normally, there will be not more than one meeting each month.

ARTICLE 6 EVALUATION

- 6.1 The District will formally evaluate each non-tenured teacher at least twice during the school year. Tenured teachers will be formally evaluated at least once every three years. Evaluation reports will be discussed with the teacher within a reasonable time. Should the District, using the formal evaluation process, find deficiencies in the performance of a teacher, the teacher will be notified in writing of the specific problem, and will be provided with specific suggestions for improvement. Standardized tests results will not be used as evaluative criteria. Formal observations will be conducted on the main content area(s) for which the teacher is assigned. Formal evaluations and any resulting improvement plans will be based on the current District evaluation process. These evaluations will be based on formal and informal observations, professional and instructional performance, and may include co-curricular assignments. Extra-curricular assignments for activities will be evaluated separately.

The current format for evaluation will be followed. Any changes will be discussed by a committee consisting of three representing the Association and three representing the District, with the results of the discussion being presented to the Board. Final decision will rest with the Board.

6.2 Open Personnel Files:

- A. No material will be placed in the file unless the teacher has the opportunity to read it and it is signed by the author/supervisor and the teacher. Teacher's refusal to sign will be documented and attached to the material and placed in the personnel file (refusal to sign documentation will be signed by supervisor, superintendent, and Association President). A rebuttal may be attached to the material within ten (10) working days if the teacher signs the material. Any material not shown to a teacher within ten (10) working days after receipt or composition will not be placed in the personnel file. Only documented evidence can be used in future disciplinary actions. No third party or anonymous material will be placed in the file, either as an independent document or as the basis for a District-generated document.
- B. Access to personnel files will be limited to Trustees as authorized by the Board, administration, and to the teacher(s) to whom the files refer. Teachers have the right, upon request, to review the contents of their personnel files, and to receive without cost a copy of any documents contained therein. An Association representative, at the teacher's request, may be present in this review. Upon request by the teacher, the Superintendent or official designee will sign an inventory sheet to verify the contents of the personnel file at the time of inspection by said teacher. A separate file for processed grievances will be kept apart from the teacher's personnel file.

ARTICLE 7 PROFESSIONAL GROWTH

- 7.1 **Schedule Placement:** Teachers will be placed on the salary schedule according to the following:

- A. **Steps (Vertical Placement & Movement):** Newly hired teachers will be placed by years of experience with the following limits: those with three or more years of experience will have not less than three years or more than ten years of teaching experience in an accredited school recognized, with the Superintendent making the decision as to the number of such years which will be recognized. Currently employed teachers will move down one step on the salary schedule, until the bottom of the schedule is reached, for each year of teaching service with the District. In all cases, "year" will mean 140 or more cumulative teaching days in a given school year.
- B. **Lanes (Horizontal Placement & Movement):** Newly hired teachers will have recognized those credits gained beyond their original Bachelor's degree as the Superintendent deems beneficial to the instructional field for which the teacher was hired, or, in the Superintendent's opinion such credits would provide special advantages to the District. Currently employed teachers will be subject to the following rules:
1. **Notice of Intent:** Employees who intend to advance horizontally on the salary schedule must submit a letter outlining their intent to do so to the Superintendent no later than 4:00 p.m. on the first working day of March. Late requests may be considered by the Superintendent,

2. The request must list the name, course number, and detailed description for each course for which the teacher desires credit,
3. The Superintendent will grant the request if, in his/her opinion, the attainment of such credits would be beneficial to the teaching area in which the teacher is employed or in the Superintendent's opinion such credits would provide special advantages to the District,
4. Should the Superintendent deny credits under any rule listed above, the teacher may appeal to a committee consisting of two District representatives and two Association representatives, which will meet promptly to review the decision. The Committee will report its findings to the Superintendent for his/her review. Should the teacher still be dissatisfied with the decision, the teacher may appeal the decision to the Board of Trustees, which will review such decisions only to determine if the Superintendent's decision was arbitrary or capricious,
5. The teacher provides to the Superintendent a proper transcript showing the attainment of a "B" or better in the courses approved, or a "Pass" in the event of "Pass/Fail" courses,
6. The teacher will move to the educational column in any given year when sufficient credits are gained, under rules 1-4 above, to satisfy the requirements for an advanced educational lane (see credits/degree required in heading of salary schedule). Contracts will be adjusted, when applicable, for summer school and extension credits the September immediately following completion of said credits. When transcripts or a letter of verification from a qualified college source (such as the Dean, Department Head, or Instructor) are filed with the District Superintendent the teacher will receive immediate compensation for further training received.

- C. Teachers who achieve or renew their certification by the National Board for Professional Teaching Standards on or before August 1 after July 1, 2017, shall receive an annual stipend of \$1500.00 for the term of the certification. Employees who intend to achieve/apply for renewal of the certification must submit a letter outlining their intent to do so to the Superintendent no later than 4:00 p.m. on the first working day of March.

As per the provisions of MCA 20-4-134 MCA, the State shall pay \$500 and another \$1 for each \$1 contributed by the District up to a maximum State contribution of \$1000. Should the State not fund the program as per MCA 20-4-134, this stipend will be reduced to the District's share of the annual stipend.

Should the District or school meet the requirements of high poverty or critical quality educator shortage as per the provisions of 20-4-134 (2) (a) and (b) MCA, then any teacher who achieves or renews their certification by the National Board for Professional Teaching Standards on or before August 1, and teaches in the high poverty or critical quality educator school shall receive a stipend of \$2500.00. As per the provisions on MCA 20-4-134, the State shall pay \$1000 and another \$2 for each \$1 contributed by the District, up to a maximum State contribution of \$1000. The high poverty or critical quality educator shortage stipend shall be paid for the entire school year. Should the State not fund the program as per MCA 20-4-134, this stipend will be reduced to the District's share of the annual stipend.

Counselors who achieve or renew National Counselor Certification through the National Board of Certified Counselors (NBCC) on or before August 1 must present the certificate to the Superintendent. after July 1, 2017, Counselors with NBCC National Counselor Certification shall receive an annual stipend of \$1500.00 for the term of the certification. Counselors who intend to achieve or apply for renewal of the certification must submit a letter outlining their intent to complete/renew NBPTS certification to the Superintendent no later than 4:00 p.m. on the first working day of March.

Contracts will be adjusted, when applicable for, National Board for Professional Teaching Standards (NBPTS) or the National Board of Certified Counselors (NBCC) certification the September immediately following completion of said certification, when the certificate or letter of verification from a qualified source are filed with the District Superintendent so that the teacher will receive immediate compensation for further training received.

- D. **Returning Teachers:** Should a teacher resign or be terminated from the District, and then return, he/she will be considered a "newly hired employee" for the purposes of (A) and (B), above. Teachers returning from layoff status will be returned in accordance with the layoff procedures in Article 15.

7.2 **Salary Schedules:** The salary schedules for the term of this Agreement are attached as Addendum A.

ARTICLE 8 WORK LOAD, PREPARATION PERIODS, AND TEACHER WORK DAY

8.1 **Monthly Planning** Period, Professional Development and Pupil Instruction Related Days: The calendar adopted by the District will include Pupil Instruction Related and District scheduled professional development (PD) days, dedicated to professional

development. Teachers are required to attend Pupil Instruction Related (PIR) days or appropriate training as approved by the District as advised by the PIR/PD advisory committee for advisory purposes only (provides input/voice from staff). Professional development (PD) days scheduled by the District will include eleven (11) total hours per year with at least one (1) hour per professional development day scheduled and designated for use by the individual teacher-for planning, curriculum development, and preparation. Additional hours during the professional development days will be for in-service use as determined by the District. Teachers shared between buildings will attend professional development meetings for the building in which they teach the majority of their classes unless notified otherwise by the building administration. Teachers are strongly discouraged from taking leave on professional development days scheduled via the District approved calendar, and will be charged with a daily workday of leave if such scheduled professional development is missed for anything other than an emergency or other situation beyond the teacher's control.

Any teacher who is absent from professional development delivered on an in-service day will be required to meet with their building principal to make up the professional development.

- 8.2 **Planning Period:** The Board recognizes the value and will provide for a planning period for improving the educational climate. The intent of the planning period is to provide a period of time to the teacher for lesson planning, meeting with individual students, professional reading, visiting other classes, or engaging in activities that will improve teacher performance or student learning.
- 8.3 **Work Load and Preparation Periods:** In the event the District adds a class section which would require an instructor to teach seven periods per day via a seven period class schedule, the school district will offer said teacher one-seventh of their current contract as compensation. This clause would affect grade 7-12 instructors. Compensation will be based on per diem per day, depending on when the extra class would begin and end.
- 8.4 **Change of Assignment:** The Administration will make an effort at the earliest possible time to notify teachers of changes affecting instruction.
- 8.5 **Preparation Time:** The District will provide preparation time for elementary teachers, including reduction of duty during lunch periods. This clause will be null and void in the event the District is in a layoff situation. In addition, meetings during lunch break will be discouraged.

ARTICLE 9 ASSIGNMENTS, VACANCIES, TRANSFERS, ABOVE SCHEDULE ALLOWANCES FOR EXTRACURRICULAR

9.1 Assignments:

- A. All teachers employed by the Board will minimally hold, a bachelor's degree from an accredited college or university and, if employed in a position for which Montana Certification is required by law or regulation, a teaching certificate issued by the Montana Office of Public Instruction.
- B. Teachers will not be assigned outside the scope of their teaching certificate, endorsements and/or their major or minor fields of study, unless said teacher is voluntarily, currently, and actively working on an endorsement in the area assigned.
- C. Teachers may access their schedules for the forthcoming year using their student information system login beginning with student pre-registration and continuing through the new school year. In the event that changes in such schedules/elementary grade assignments are proposed, all teachers affected will be notified at least 7 working days prior to the effective date of classroom instruction changes. Affected teachers will be consulted as to the nature and extent of the change, and may exercise the transfer rights herein stated. In no event will changes in teacher's schedules be made later than the first PIR day preceding the commencement of the school year, unless those schedule changes are necessary in order to balance classes and student loads. Teachers subject to change in assignment following the first PIR day of a school year will be compensated one (1) day pay at the rate of BA Lane 0, Step 6.
- D. Any assignment in addition to the normal school schedule during the regular school year, including adult education, driver education, extra duties, and summer school assignments, will not be obligatory but with consent of the teacher affected, and will be in accordance with the provisions of state law and this Agreement regarding the termination or reelection of a teacher's services. In making such assignments, preference will be given to teachers based on their seniority in the District.

9.2 Vacancies:

- A. A vacancy is any position, previously held by a teacher, supervisor, or newly created by the District, including but not limited to summer school, tutoring, and extra-duty positions.

- B. Whenever a vacancy occurs or is anticipated, the District or its agents will promptly notify all building staff by email and post notice of same on at least one bulletin board in each school building prior to public advertisement of vacancy. All positions will be posted/notified separately to ensure that all of the positions are properly advertised.

The notice must follow consistent standard District-adopted format. Positions may be posted by endorsement requirements for advertisement purposes outside the District. All positions will be identified separately to ensure that all of the positions are properly advertised.

- C. Whenever vacancies occur all teachers will receive notice through their school email address and will have the responsibility of contacting the Superintendent indicating his/her interest in the position within **five (5)** working days of the email.

All applications from teachers will be acknowledged in writing to the applicant within 5 working days of District receipt.

9.3 **Transfers:**

- A. The District recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. When filling vacancies, the District shall give consideration to the professional background and qualifications, as well as other relevant factors of all applicants. Internal applications will be reviewed prior to external applications. Should the District or its agent deny a request for transfer, it will, provide the teacher a written statement of its decision together with written reasons therefore.
- B. Involuntary transfers will only be made in case of an emergency or to prevent undue disruption of the instructional program. Involuntary transfers, if made, will occur only after all volunteers have first been considered and will be on the basis of reverse seniority among teachers with the proper endorsement, and/or license. Seniority may be excluded if there is an open position in a content area or grade level where there is an average of less than three years teaching experience. In the case of an involuntary transfer, the District will provide the teacher with a written statement of its decision.
- C. An involuntary transfer will not result in the loss of compensation, seniority, or fringe benefits.

9.4 **Notice:** Teachers will be asked or notified concerning extracurricular assignments at the earliest possible time.

9.5 **Pay Schedule:** The Extra-curricular Stipend Index is attached hereto as Addendum B.

ARTICLE 10 DUTY DESIGNATION

Playground, lunchroom, hall, and other extra duties will be assigned on a rotating basis by the principals. Teachers shared between buildings will be assigned extra duties by the principal for whom they teach the majority of their classes unless notified otherwise by the building administrator. Teachers will be free of responsibility for student supervision for a continuous block of time each day, to include the Teacher's students' lunch period.

10.1 **Class Sponsors:** High School Class Sponsor positions will be filled within the high school teacher ranks. The Sponsor will follow the class through its complete cycle in high school. The Superintendent has the authority to change class sponsors during the class cycle.

Positions not filled voluntarily via Article 9 will be appointed using the following criteria:

- Teachers assigned .5 FTE or more to the high school via the teaching schedule,
- Full-time Music and Agriculture teachers will be exempt from involuntarily assignment as Class Sponsor,
- Reverse seniority,
- Teachers with zero years of experience in the District are exempt from appointment,
- Once a teacher has completed all or part of a cycle through the senior year of their assigned class, or has been excused from sponsorship by the Superintendent partway through a cycle they will be exempt from involuntary assignment to Class Sponsorship for a period of time equal to the cycle or partial cycle most recently completed.

10.2 **Extra Duty Salary Schedule Placement:** Sponsors and coaches will be placed on the Stevensville School District #2 Extra-Curricular Stipend Index as follows:

- A. Column 0; Years 0-10 will be used to recognize experience specific to a position/sport. Experience will be recognized in same areas only (basketball to basketball etc.). Coaching experience will be recognized from high school level to middle school level but not middle school level to high school level, with the Superintendent making the decision as to the number of such years which will be recognized.

ARTICLE 11 LEAVES

11.1 **Sick Leave:** Fifteen days (15) annually at full salary will be provided each teacher for personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity or illness in the immediate family. Accumulated leave will be carried over from year to year with the annual entitlement fifteen days (15) added to the previous year's accumulation. Sick Leave for bereavement will be allowed for family members as defined in 11.1.A

In the event of the death of an individual close to the employee, sick leave may be used for bereavement. The employee will present substantiation to the Superintendent, and must also receive the Superintendent's approval prior to the use of sick leave for bereavement. Should the District have probable cause that abuse of sick leave exists, it may require substantial verification of the leave.

- A. Immediate family will be defined as father, mother, step-parent, brother, sister, son, daughter, spouse and grandparents, grandchildren, mother-in-law and father-in-law, ward, and the spouses of those mentioned herein.
- B. Unused days of leave each year will be allowed to accumulate to 75 days.
- C. The full amount of leave will be available for use from the starting date of the contract for any teacher employed previously by the District.
- D. Maternity (adoptive or biological) leave will be treated as any other disability.
- E. Each teacher will contribute to a common bank, to a maximum aggregate accumulation of 100 days, to be administered by an administration/faculty committee consisting of two members appointed by the District and three (3) members appointed by the Association. No further contribution will be required of participating members unless the sick leave bank is depleted to a point where zero days remain. In such case, all members of the sick leave bank, except those members receiving extra sick leave for hardship, will contribute each time the bank is depleted, so that the 100-day limit is again reached. Sick leave will accumulate from one year to the next to a maximum of 100 days. First year teachers are not assessed to replenish the sick bank.
- F. The sick bank request will be reviewed and voted on by a committee consisting of two (2) administrators appointed by the District and three (3) members appointed by the association. For members requesting more than fifteen days from the sick bank in any one academic year, the sick bank committee will include a third administrator of the teacher's choice to vote on only sick bank days requested beyond fifteen (15). The members of the sick bank committee cannot have a personal conflict of interest with the requesting teacher. The committee reviewing request for sick bank leave beyond fifteen (15) days may require additional information and/or documentation from the requesting teacher.

Before applying to the Sick Leave Bank, a teacher must have exhausted or nearly exhausted their sick leave, including conversion of personal leave to sick leave, or be in a situation where it is evident that they will need more leave than they have accumulated.

Teachers must submit a District Leave request to their building administrator. Administrative approval of the leave request will follow FMLA rules, but does not guarantee approval of paid sick bank leave. Once their request is approved, the teacher will complete the digital Sick Leave Bank Request Survey for the Sick Leave Bank Committee to consider ([https://goo.gl/forms/0\).VsSjAFBfSjfbfxO2](https://goo.gl/forms/0).VsSjAFBfSjfbfxO2))

11.2 **Professional Leave:** Temporary leave at full salary is provided each teacher for visitation of other schools, attendance at educational conferences, serving committees, and attendance at professional association committee meetings, conferences, conventions, and assemblies as approved by the Administration.

11.3 **Personal Leave:** Up to five (5) days of personal leave will be available to each teacher each year. The first two days will be allowed with no reduction in salary. The teacher's salary will be reduced by \$30 (thirty dollars) pay for a substitute teacher for the third, fourth, and fifth personal leave day(s). While it is not necessary for teachers to explain their need for personal leave, except in cases of emergency it must be requested at least three days in advance. Teachers will not take personal leave without permission from the Superintendent. Personal leave will not be granted on PIR days or full day in-service days. A teacher may request and the Administration may grant permission for a teacher to take more than two days of personal leave consecutively. Teachers who have accumulated seventy-five (75) days of sick leave and who use no personal leave will receive a \$100.00 bonus on/before August first following the end of the school year. Teachers who have accumulated seventy-five (75) days of sick leave and who use only one day of personal leave will receive a \$50.00 bonus on/before August first following the end of the school year.

11.4 **Leave Limitation:** Personal or Professional leave will be granted upon the availability of an approved substitute teacher.

11.5 **Leave of Absence Without Pay:**

- A. Employees eligible for Family Medical Leave Act (FMLA) leave shall first be credited with FMLA before articles in 11.5 apply.
- B. A one year leave of absence will be granted to teachers for care of a child who in the written opinion of a physician requires such care.
- C. A leave of absence will be granted for education. Requests for leave of educational absence will be submitted by March 1 for the following year.
- D. Requests will be submitted in writing to the Superintendent for Board approval as soon as the involved teacher knows of the approximate date that leave will begin-
- E. Competition for leaves will be decided based on seniority. No individual may receive more than two. More leaves can be granted by the Board if deemed necessary.

11.6 **Sabbatical Leave** (a leave of absence to attend an accredited institution of higher learning as a full-time student):

- A. One year of leave per each seven (7) years of service to the District. This may be less if approved by the Board.
- B. The teacher will return to the District for a minimum of one school year.
- C. The individual will return to the same increment level as the year of his/her leave plus recognition of the professional growth. The individual will be placed in a teaching position the same as he/she left or one within his/her major field of study.
- D. The teacher will be paid the difference between his/her salary and his/her replacement's salary during the year of leave.
- E. Money will be paid to the teacher during September of contracted year following leave, when said teacher reports to work.
- F. Limit of persons on leave will be not more than one each for the Elementary K-3, Middle School 4-8, and High School 9-12.
- G. Insurance will be paid by the individual during the time of their leave of absence or sabbatical leave.

11.7 **Other Leaves:** All provisions of this Article are considered to be minimum rights of the teachers and the Board reserves the right to grant leaves above and beyond these provisions in its sole prerogative without establishing precedent. When a teacher requests leave to take care of an emergency situation, to care for an immediate family member, or to participate in teacher exchange and other professional purposes, the Board will carefully consider the reasons behind the request.

ARTICLE 12 FRINGE BENEFITS

- 12.1 **Health Insurance:** The District will contribute \$811.00 per month toward the health insurance premium on behalf of each eligible employee who elects to participate in the District's Group Health Plan for the **2021-2022** plan year. A pro-rata contribution will be made for each teacher assigned halftime or more who elects to participate. Payroll deductions will be used to pay premiums in excess of the District's contribution.
- 12.2 **Life Insurance:** Life insurance will be provided to all certified staff members within the structure of the health insurance package.
- 12.3 **Sick Leave & Retirement:** A teacher with 15 continuous years of service to Stevensville School (leaves counting as years of service) will upon retirement from the District and meeting retirement eligibility requirements of the Montana Teacher's Retirement System, receive one half day's pay (of that teacher's current salary) per accumulated sick leave up to ninety (90) days. A teacher must notify the District in writing of intent to retire by March 1 of the school year of retirement or by approval of the Board at a later date. Sick leave/retirement bonus will not exceed \$5,000.
- 12.4 **Retirement Incentive:** When the Board announces the viability of this program by February 2 for any school year, any bargaining unit member who elects to retire effective at the end of the school year and who has 25 or more creditable years of service under the Montana Teacher's Retirement System, at least 15 of which have been with the Stevensville School District No. 2, and who has notified the District in writing by March 1 during that same school year, will receive a total payment as scheduled herein. The sum will be payable, at the option of the teacher, either on or before July 1st in the year the teacher retires, or on January 20th of the following year. In the case that more apply than the Board feels it can afford, the applicants will be ranked in order of seniority, with the most senior being the first qualified.

25 Years of Service	\$ 3,500
26 Years of Service	\$ 4,500
27 Years of Service	\$ 5,500
28 Years of Service	\$ 6,500
29 Years of Service	\$ 7,500
30 or More Years of Service	\$ 8,500

In addition to the above amounts, teachers who qualify under this Article will receive one-fourth (1/4) day's pay for any accumulated sick leave not used in computing the amount of Article 12.3.

ARTICLE 13 TEACHER'S DRESS CODE

The staff is expected to dress in a professional manner.

ARTICLE 14 EFFECT OF AGREEMENT

- 14.1 **Individual Contract:** All individual contracts will be subject to and consistent with Montana State Law and the terms and conditions of this Agreement, and will be executed on the form provided in the Appendix. Any individual teacher contract hereinafter executed will expressly provide that it is subject to the terms of this and subsequent agreements between the Board and the Association. If any individual teacher contract contains any language inconsistent with this Agreement, this Agreement will be controlling.
- 14.2 **Modification of Contract:** During its term this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. Additional Board policy will not be in conflict with any items of this contract and if such conflict arises this contract will be binding.
- 14.3 **Individual Agreement:** Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, will be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration will be controlling.
- 14.4 **Savings:** In the event any provision of the Agreement is declared illegal, the parties to this Agreement will meet within 15 working days and negotiate a substitute provision. All other provisions of this Agreement will remain in full force and effect.
- 14.5 **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and no verbal statements or past practices will supersede any of its provisions. Any amendment supplemental hereto will not be binding upon either party unless executed by the parties hereto. The parties further acknowledge that during the course of collective bargaining each party has had the unlimited right to offer, discuss, accept, or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining will be had upon any provisions of the Agreement, or upon any subject of collective bargaining, unless by mutual consent of the parties hereto.
- 14.6 **Copies of Agreement:** Copies of this Agreement will be printed after the Agreement is signed and ratified. Copies will be presented to all teachers under contract or who come under contract.

ARTICLE 15: REDUCTION IN STAFF

- 15.1 **Procedure:** In the event the District determines to reduce staff the provision of this Article will apply.
- 15.2 **Definitions:**
- A. **Teacher:** The term teacher as used in this article herein will refer only to tenured teachers, regularly employed at least half-time (.5 FTE) by the District. If a part-time teacher becomes full-time, the part-time years become full years for seniority purposes.
 - B. **Qualified:** Qualified means a tenured teacher who is certified by the Montana Office of Public Instruction to teach in a particular subject matter category at the time the Seniority List (Article 15.4) is published. Teachers with multiple certifications will be considered qualified in every area in which they hold such certification.

- C. Subject Matter: Subject matter will mean such categories as are determined by the Montana Office of Public Instruction for certification purposes.

15.3 **Seniority:**

- A. Seniority will mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the District, excluding authorized leave of absences allowed by the District pursuant to this Agreement. In the case that the first date of actual service is identical, the tie will be eliminated using the following criteria, in order:
 - 1. District contract experience in the subject area,
 - 2. Education placement on the salary matrix,
 - 3. Highest degree held,
 - 4. Date first District teaching contract was signed.
- B. Probationary teachers will not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date will relate back to his/her first day of continuous service.
- C. In determining the list of seniority, an employee whose employment has been legally terminated by resignation but whose employment was subsequently reinstated, such employment will be deemed to be continuous service, excluding the days not employed by the District. An employee who has retired from the District and then returns as an employee will not be afforded such continuation of service and will be considered as having zero seniority at the time of their re-employment.
- D. Certified teachers employed by the District in professional positions outside the teacher's unit (i.e. administrators) will maintain seniority in the teacher's unit consistent with total administrative and teaching service in the District, provided the administrative employee is qualified and certified as described herein.

15.4 **Seniority List:** The Administration will prepare a District wide seniority list showing known current certifications/endorsements each year no later than January 15. Copies of that list will be distributed to teachers. The yearly listing will be the basis for that year's reduction in force procedure should such be necessary. All challenges/corrections to this list must be submitted in writing to the Superintendent by February 1.

15.5 **Order of Layoff:**

- A. In the event of a staff reduction, a tenured teacher will not be placed on layoff if there is a probationary (non-tenured) teacher employed in a bargaining unit position for which the tenured teacher is certified/endorsed.
- B. If the determined reduction is not accomplished by 15.5(A) hereof, then the District may place on layoff tenured teachers in order of inverse seniority within area of seniority categories, certification, and qualification as defined in the Article.

15.6 **Recall:**

- A. Laid-off teachers will remain on the recall list for twenty-eight (28) months following their layoff. No new teachers will be employed by the District during the first twenty-eight (28) months any tenured teacher, certified, and endorsed for that position is on layoff. During the twenty-eight (28) months of their layoff, tenured teachers will be first recalled in inverse order of layoff provided that in any case, the teachers must be certified and qualified, per the provisions of 15.2 (B), in the appropriate category.
- B. While placed on layoff, a teacher will maintain a current address with the District and if a position becomes available for the teacher on layoff, the District will provide written notice by Certified Mail. Failure on the part of the teacher to mail acceptance for employment within 7 calendar days of receipt of recall notice, or failure of the teacher to report for duty within 14 calendar days of the receipt of recall notice will constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.
- C. If a teacher is employed in another district in a certified position at the time of his or her recall, that teacher will be allowed to fulfill his/her contractual obligation.

15.7 **Effect:** Nothing in this Article will be construed to limit the authority of the District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff. A teacher may grieve concerning the establishment of his/her seniority date or the order of layoff as provided in this Agreement. It is further understood and agreed by the parties that the termination of a teacher is governed by Montana Statutes and nothing herein will be construed to modify or limit the District's statutory rights or the teacher's statutory rights as provided by Montana law.

ARTICLE 16: RESIGNATIONS

After July 1, the Teacher, if not facing discipline or discharge, with at least fourteen days notice, may be released from this contract provided he/she makes payment for liquidated damages to the School District. The date the School District receives the Teacher's letter requesting release is the date controlling the amount the Teacher must pay. The Teacher's release from this contract subsequent to a request received between July 1 through the end date of the contract is contingent upon payment of the following schedule of liquidated damages.

July 1 through July 14	\$250
July 15 through July 31	\$500
August 1 through Aug 31	\$1000
September 1 through contract end	\$1500

A teacher may request a waiver from the Board of Trustees of the liquidated damages for extenuating circumstances.

ARTICLE 17: NO STRIKE, NO LOCKOUT

During the term of this Agreement, there will be no strikes by the Association and no lockouts by the Administration.

ARTICLE 18: DURATION OF AGREEMENT

18.1 Term: This Agreement will be effective upon ratification by the Association once it has been ratified by the Board and will continue in full force and effect until a successor Agreement is negotiated.

18.2 Signatures: This Agreement is signed this day 10th day of November, 2021.

In Witness Whereof:

FOR: STEVENSVILLE SCHOOL DISTRICT #2

FOR: THE STEVENSVILLE TEACHERS ASSOCIATION MFPE,
LOCAL 4379

Chair, Board of Trustees

Association President

District Clerk

Secretary for the Association

Date

Date

ADDENDUM "A"
Stevensville Schools
Salary Schedule 2021-2022
Detached Base Salary \$32922

EXPERIENCE	LANE 0	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5
YEARS	BA	BA+15	BA+30	BA+45	BA+60	BA+75

0	35994	35994	36214	37860	39506	41152
1	35994	35994	37238	38884	40530	42176
2	35994	36616	38262	39908	41554	43200
3	35994	37640	39286	40932	42578	44224
4	37017	38663	40310	41956	43602	45248
5	38041	39687	41334	42980	44626	46272
6	39065	40711	42357	44003	45650	47296
7	40089	41735	43381	45027	46673	48320
8	41113	42759	44405	46051	47697	49343
9	42137	43783	45429	47075	48721	50367
10	43161	44807	46453	48099	49745	51391
11	43161	45831	47477	49123	50769	52415
12	43161	46854	48501	50147	51793	53439
13	43161	46854	49525	51171	52817	54463
14	43161	46854	50548	52194	53841	55487
15	43161	46854	51572	53218	54864	56511
16	43161	46854	52596	54242	55888	57534
17	43161	46854	52596	55266	56912	58558
18	43161	46854	52596	56290	57936	59582
19	43161	46854	52596	56290	58960	60606
20	43161	46854	52596	56290	59984	61630
21	43161	46854	52596	56290	61008	62654
22	43161	46854	52596	56290	61008	63678
23	43161	46854	52596	56290	61008	64702
24	43161	46854	52596	56290	61008	65725
25	43161	46854	52596	56290	61008	66749

Note: Instructors with a Master's Degree will be awarded an additional \$1800 stipend for the 2019-20 school year.
"CREDITS" ARE QUARTER HOURS. TO CONVERT SEMESTER HOURS TO QUARTER HOURS, MULTIPLY BY 1.5

Starting with the 2024-2025 CBA, ARP-ESSER III (American Rescue Plan-Elementary and Secondary School Emergency Relief III) fund money will no longer be available to support this matrix. If budget deficits occur at this time, Article 15 (reduction in staff) may be invoked.

Addendum B

Stevensville School District #2 Extra – Curricular Stipend Index

July 1, 2021 through June 30, 2022

Activity	High School Positions			Junior High Positions					Elementary Intramural
	Head	Assistant(s)	Freshman	Head	Assistant	7&8 Grd	7th Grd	8th Grd	Coach
Basketball - Boys	12.00%	9.00%	9.00%				5% (per coach)	5% (per coach)	2.00%
Basketball - Girls	12.00%	9.00%	9.00%				5% (per coach)	5% (per coach)	2.00%
Cheerleading Season 1	6.00%			4.00%					
Cheerleading Season 2	9.00%			4.00%					
Cross Country	12.00%	9.00%							
Football	12.00%	9.00%		7.00%	5.00%				
Golf	12.00%								
Soccer - Girls	12.00%	9.00%							
Soccer - Boys	12.00%	9.00%							
Softball	12.00%	9.00%							
Speech	12.00%	9.00%							
Tennis	12.00%	9.00%							
Track - HS	12.00%	9.00%							
Track - Jr High Girls						6.00%			
Track - Jr High Boys						6.00%			
Track - 7&8 Assistant					5.00%				
Volleyball	12.00%	9.00%	9.00%				5.00%	5.00%	2.00%
Wrestling	12.00%	9.00%							

Clubs and Extracurriculars	High School			Junior High					
FFA	12.00%	7.00%							
Drama (per play-2 play maximum)	5.00%								
DECA		6.00%							
FCCLA		3.00%							
Key Club		6.00%							
Pep Club		6.00%							
Science Fair		2.50%							
Ski Bus		3.50%							
Spanish Club		6.00%							
Student Council		6.00%						3.50%	
HS Journalism		3.00%							
MS Publication								2.50%	
High School Yearbook		3.00%							
Monday Evening Academy (or equivalent) Per non - contract hour-see below*									

High School Music/Arts		
Jazz Band	9.00%	FFA Advisor will be paid for 23 days of work in the summer. The daily rate will be based on the advisor's years of experience using the BA+0 column and a cap of 10 years.
Pep Band	9.00%	
High School Class Sponsors		
Class Sponsors (Fr, So, Sr) - 2 ea	2.50%	* All non - contract hours will be paid at the rate of BA-O Step 6. One hour prep of program meets 3 or more times/week. If program is cancelled with less than 24 hr notice (except weather), the teacher will be paid for one hour.
Junior Class Sponsors - 2	3.00%	

ADDENDUM "C"

Stevensville School District No. 2	GRIEVANCE REPORT FORM	Page 1 of 2
Grievant's Name: _____		Date of Grievance: _____
STATEMENT OF GRIEVANCE:		
A.		
Contract provision violated:		
B.		
Contract provision violated:		
C.		
Contract provision violated:		
ACTION OR RELIEF REQUESTED (A, B, and C correspond to same above)		
A.		
B.		
C.		
Grievant's Signature: _____		Date Given to Principal: _____
PRINCIPAL'S RESPONSE:		
A.		
B.		
C.		
Principal's Signature _____		Date given to Grievant: _____
I		
GRIEVANT'S RESPONSE:		
A.		
B.		
C.		
Grievant's Signature _____		Date given to Superintendent _____

Grievant's Name:	Page 2 of 2
SUPERINTENDENT'S RESPONSE:	
A.	
B.	
C.	
Superintendent's signature:	Date Given to Grievant:
GRIEVANT'S RESPONSE	
A.	
B.	
C.	
Grievant's Signature:	Date Given to Dist. Clerk:
BOARD'S RESPONSE:	
A.	
B.	
C.	
Board Chair's Signature	Date given to Grievant
<i>THIS GRIEVANCE IS BEING SUBMITTED FOR ARBITRATION</i>	
Association President's Signature:	
Date given to superintendent:	
DISPOSITION OF GRIEVANCE	
Settled in <input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3 <input type="checkbox"/> Arbitration	
Settlement:	



ADDENDUM D

STEVENSVILLE SCHOOL DISTRICT #2 CERTIFIED PERSONNEL SALARY/EXPERIENCE SCHEDULE, SCHOOL YEAR 20XX-XX

THIS AGREEMENT entered into this day, month, year, between School District No. 2, Ravalli County, Stevensville, Montana, Party of the First Part, hereinafter referred to as the District, and teacher name Party of the Second Part, a legally qualified and certified teacher under the School Laws and Regulations of Montana (hereinafter referred to as the Teacher).

WITNESSETH: That the said Teacher agrees to teach the subjects and grades and perform the duties as assigned by the Superintendent of Schools and/or Principals in a faithful and efficient manner for the 20XX-XX school year, to keep legally qualified and to observe in all things the Policies, Rules, and Regulations of the Stevensville School District, and the School Laws of the State of Montana.

SPECIAL PROVISIONS OF THIS CONTRACT:

Base Salary	_____
BA+0, 2 Years	_____
TOTAL	_____

IN CONSIDERATION WHEREOF, School District No. 2 agrees to pay said Teacher the sum of ZERO DOLLARS (\$ 00,000) including any special provisions stated above, for the period of this contract for services rendered less all deductions as required by law, and requested by the Teacher as a condition of employment. Should the Teacher decline membership in Stevensville Teachers' Association this document authorizes the deduction from the Teacher's salary of a representative fee as provided for in the Collective Bargaining Agreement. The salary shall be paid in installments, beginning on month, day year, and continuing on the 18th of each month until the total contract shall be paid.

IT IS UNDERSTOOD, that the salary stated above, based on the Negotiated Teacher's Salary Schedule currently adopted by the Board of Trustees, shall be considered as part of this Agreement, and the Teacher signing this Agreement assents to each provision of the said school salary schedule and other provisions as outlined in the Master Agreement. Should the Teacher decline membership in Stevensville Teachers' Association this document authorizes the deduction from the Teacher's salary of a representative fee as provided for in the Collective Bargaining Agreement. If the Teacher completes the requirements to advance horizontally on the salary scale by meeting the educational requirements during the summer, and notified the Superintendent by 4:00 pm of the first working day of June, the adjustment will be made prior to the issuance of the first paycheck in September. Said Teacher shall be responsible for providing the School District with transcripts of credits as proof of additional educational training as per the Master Agreement.

This contract must be returned to the District, properly signed by the Teacher, *month day year*, or the contract will be of no force and effect and said offer of the District is withdrawn.

IN WITNESS WHEREOF, we have hereunto subscribed our names on the dates indicated under our respective signatures.

Teacher

Date Contract Signed

Chairman of the Board

Clerk of the Board

BOARD OF TRUSTEES
School District No. 2
Ravalli County
Stevensville, Montana

NOTE: Each Teacher must furnish the Superintendent an official transcript of credits and valid teaching certificate. These items MUST be on file in the Superintendent's Office before employment.