

2010-2011
Great Falls Public Schools
School-Based Medically Related
Professionals Handbook



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GREAT FALLS PUBLIC SCHOOLS

VISION:

All kids are engaged in learning today ... for life tomorrow.

MISSION:

We successfully educate students to navigate the future.

WE BELIEVE:

- All students deserve teachers and staff who thrive on student success.
- Each student will have fair and equitable opportunity for quality instruction and academic success.
- All students learn when their individual needs are met.
- All students and staff learn and work best in a safe, secure, and nurturing environment.
- Highly skilled and committed personnel are our greatest asset.
- Quality education is a partnership of student, staff, family and community engagement.
- Dedication to acknowledging, affirming, and including diversity enriches the educational experience for all.
- District resources, programs and staff are flexible and adaptable to meet the changing needs of all students.
- A well - educated community is the foundation of our democracy.

GREAT FALLS - GREAT SCHOOLS - GREATER TOMORROWS

PREFACE

This handbook is intended as a method of communicating to School-Based Medically Related Professionals (MRP) regarding general District information, rules, and regulations.

Because this handbook is a general source of information, it is not intended to be, and should not be interpreted as, a contract. It is **not** an all-encompassing document and may not cover every possible situation or unusual circumstance. If a conflict exists between information in this handbook and Board policy or administrative procedures, the policies or procedures govern. It is the employee's responsibility to refer to the actual policies and/or administrative procedures for further information. Complete copies of the personnel policies can be found at:

<http://www.gfps.k12.mt.us/DistrictInformation/Board/BoardPolicy/bpsecfive.htm>

Any employee is free to review official policies and procedures and is expected to be familiar with those related to his/her job responsibilities.

Although every effort will be made to update the handbook on a timely basis, the District reserves the right, and has the sole discretion, to change any policies, procedures, benefits, and terms of employment without notice, consultation, or publication, except as may be required by law. The District reserves the right, and has the sole discretion, to modify or change any portion of this handbook at any time.

WELCOME

We welcome you as an employee of the Great Falls Public Schools. As reflected in our mission statement, we take our commitment to serving the future of our society—our children—very seriously.

The work you perform as an employee is ultimately for the purpose of serving the students of the District. You have a valuable role in making the District an effective and efficient organization that educates and serves our students. We wish you success and happiness in your position with the District.

THE SCHOOL SYSTEM

Website: www.gfps.k12.mt.us

Elementary Schools

Chief Joseph—268-6675
Lewis and Clark—268-6705
Lincoln--268-6800
Longfellow—268-6845
Loy--268-6885
Meadow Lark—268-7300
Morningside—268-6960
Mountain View—268-7305
Riverview—268-7015
Roosevelt—268-7045
Sacajawea—268-7080
Sunnyside—268-7115
Valley View—268-7145
West—268-7180
Whittier—268-7230

Middle Schools

East Middle School—268-500
North Middle School—268-6525

High Schools

C.M. Russell High School—268-6100
Great Falls High School—268-6250
Paris Gibson Education Center—268-6600

Pre-School

Skyline Early Learning Center—268-6400

THE BOARD OF EDUCATION AND STAFF

The Board of Trustees is composed of seven elected officials who serve as the governing body for the District. They establish the broad operating policies under which the District functions, drawing on the counsel and advice of the District's chief administrator, the Superintendent of Schools.

Administration of the District's operations is delegated by the Board of Trustees to the Superintendent of Schools. The Superintendent is assisted in this task by a staff of District educational, business, and financial administrators; managers; supervisors; professionals; and others in a variety of areas.

The Board of Trustees meet the 2nd and 4th Mondays most months of the year. A listing of meetings, agendas and minutes can be found at this website:

<http://www.gfps.k12.mt.us/DistrictInformation/Board/MeetingsAgendas.html>

GENERAL EXPECTATIONS

- Always be prompt both in reporting for work and in completing assigned tasks. If an emergency makes it necessary for you to be late to work or leave early from work, notify or ask your supervisor for permission as soon as possible.
- Establish a good attendance record. Only be absent from work when it is absolutely necessary or when you are on a pre-approved leave.
- Courtesy and cooperation are two basic elements of success in your job and every job in the District. Be courteous and cooperative with the public, fellow workers, prospective employees, teachers, students, and parents who are all a part of the District you serve.
- Maintain open lines of communication. If any instructions given by your supervisor are not clear, ask for further explanation to make certain that you understand exactly what is expected of you.
- Try to be as clear and concise as possible when explaining matters to the public and to your fellow employees. Use language that can be understood by everyone and avoid using slang or jargon.
- Always try to work carefully. Mistakes can be costly and at times, dangerous. If you make a mistake, be sure to find out exactly what happened and how to avoid making the same mistake again. Notify your supervisor of the mistake.
- Remember to keep all District business confidential. While many things that happen at the District are a matter of public record, releasing information about them is the responsibility of specific offices and individuals. Refer any unusual requests for information to the appropriate authority.
- Dress appropriately for your type of work. Maintain a well-groomed, clean, neat, and business-like appearance at all times. Remember, you are representing the District to students and the public.

SPECIFIC OPERATIONAL INFORMATION

I. SCHOOL-BASED MEDICALLY RELATED PROFESSIONALS (MRP) DEFINITION

Nurse—187 Day Contract
Occupational Therapist—187 Day Contract
Physical Therapist—187 Day Contract
Speech Therapist—187 Day Contract

Only those employees who are properly licensed by the State of Montana through the appropriate Associations are able to be contracted by GFPS as School-Based Medically Related Professionals (MRP). Individual employees are to submit a copy of their license to the Human Resource Office to be included with the MRP personnel file.

II. RIGHTS OF THE BOARD

The management of the District and the direction of its employees are vested exclusively in the Board in all such areas but not limited to the following:

1. Direct employees covered by this Agreement;
2. Hire, retain, promote, transfer, suspend, discharge, and assign employees;
3. Relieve employees from duty because of lack of work or loss of revenue;
4. Establish, modify, delete, and enforce reasonable rules and regulations;
5. Determine the method, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the right to designate the work to be performed by the District or others and the places and the manner in which it is to be performed.

III. PERSONNEL FILES

1. MRP shall have the right, upon written request, to review the contents of their personnel file, except for the confidential items received by the Board prior to the MRP's employment. MRP may be accompanied by a representative if desired. One copy of any materials placed in the file following employment by the Board will be made available to the MRP without cost upon written request.
2. MRP will be notified of all additions to the personnel file with the exception of:
 - a) Items received from or requested by MRP or items where MRP have been given a copy.
 - b) Items bearing the MRP's signature.
 - c) Items pertaining to certification, course work, or summaries of earned credits.
3. All items in the file shall be identified as to source.
4. MRP shall have the right to answer any material filed, and the answer shall be reviewed by the Human Resources Director and attached to the file copy.
5. If any administrator or supervisor other than the Human Resources Director and his/her staff or your attorney-in-fact requests the right to see the personnel records, the name of the person(s) making the request and the date the request was granted will be recorded and placed in the personnel file.

IV. CREDIT FOR PREVIOUS EXPERIENCE

1. For the purposes of placing MRPs new to the system on the salary schedule, credit shall be granted on a 1:1 basis for all previous educational or medical experience.

V. PROBATIONARY PERIOD

The probationary period for a MRP shall be the time prior to the issuance and acceptance of the fourth (4th) contract. An employee may be discharged during the probationary period for any or no reason.

VI. MAINTENANCE AND CHANGE OF STATUS ON THE SALARY SCHEDULE

1. A change of status on the salary schedule may be affected by:
 - a) Increase in experience (step advance) up to the maximum level for the MRP's preparation status (salary lane).
 - b) Increase in preparation status warranting a change of status from one preparation level (salary lane) to another.

VII. ADVANCEMENT OF POSITION ON SALARY SCHEDULE

1. A MRP is entitled to advance vertical step on the established salary schedule provided:
 - a) The Minimum School Year requirement has been met each year.
 - b) The MRP is not at the maximum of his/her preparation column.
2. Forty-five (45) quarter hours or thirty (30) semester credit hours of professional training beyond the Master's Degree shall entitle the MRP to advance one column to the right on the salary schedule. Professional training shall meet standards set forth in Section 4, below. In the event a MRP anticipates taking course credit sufficient to advance a lane on the salary schedule in any given contract year, the MRP should file a DECLARATION OF INTENT FORM prior to December 1 of the school year in which a change is to become effective.
3. The Master's Degree must be earned and granted prior to placement on the MA lane or advancement to the "MA+30" lane.
4. Any professional preparation for advancement on the salary schedule beyond the Bachelor's Degree column or Master's Degree column shall be work for which credit is granted by an accredited college or university. To be acceptable toward advancement on the salary schedule credits earned shall meet the following criteria:
 - a) Be related to the individual's medically and educationally related field
 - b) Be prior approved by completing the PRIOR CREDIT APPROVAL Form

VIII. EVIDENCE OF ADDITIONAL PREPARATION

1. Official transcripts of credits for additional professional preparation if sufficient to advance the MRP's preparation status shall be submitted to the Human Resource Office not later than December 1 of the school year in which a change is to become effective. When the official transcript is presented, the MRP shall advance to the new preparation level and shall receive the retroactive pay to the beginning of the school year.
2. An official transcript of credits shall be required for proper placement on the salary schedule.
3. In the case of a MRP being hired at semester time or a MRP returning from leave of absence at the end of the first semester, said MRP shall be granted additional time until March 1 to present evidence in the form of an official transcript.

IX. MINIMUM SCHOOL YEAR

1. Not less than 135 days of continuous District employment in one school year shall count as a full year of experience for purposes of advancement on the Salary Schedule. Part-time service may be accumulated within three consecutive school years, and when part-time service totals to the equivalent of regular full-time service, an increment shall be granted for the following school year. When the increment is earned and granted, the part-time service accumulation shall start anew with the first day of service in the subsequent school year. No increment in salary shall be granted for less annual service except as allowed in the Legislative Leave provision.

2. It is the responsibility of the MRP to notify the District when his/her accumulated service entitles him/her to Salary Schedule advancement prior to the completion of his/her then current contracted employment.

X. 2010-2011 SALARY SCHEDULE

	Years of Service	Associates	Bach	MA	MA +30
Step 1	0-5	37894	48198	51274	55374
Step 2	6-10	39315	49634	52709	56810
Step 3	11-15	40919	51069	54144	58245
Step 4	16-20	42340	52504	55579	59680
Step 5	21+	43761	53939	57015	61115

Pay increases will be in accordance with negotiated teacher base pay increases.

XI. OTHER COMPENSATION

1. MRPs filling positions which require licensure and who are paid on an hourly basis shall be compensated at the following rate:
 - When teaching students: not less than \$20.00 per hour
 - When not teaching students: not less than \$15.00 per hour
2. All MRPs paid at the hourly rate must have prior approval of the Director of Special Education and Student Services.
3. MRPs will receive paid compensation for summer work as approved by the Director of Special Education and Student Services.

XII. METHOD OF PAYMENT

1. All MRPs shall be paid on the basis of an annual salary of ten equal payments unless specifically excepted by the MRP's contract.
2. Those MRPs returning signed contracts prior to the first day of the school calendar and who have so specified in writing upon their returned contract shall have the contract sum divided into twelve equal amounts. The last three of the twelve equal monthly payments may be available to the MRP at the completion of the contract year.
3. Payment shall be made on the 20th day of each month or the last working day before the 20th.

XIII. GROUP INSURANCE BENEFITS

A. Health and Hospitalization

- a) The Board shall provide health and hospitalization insurance for all full-time MRPs and eligible dependents. The method of establishing the premium payments will be the same as negotiated and set forth between the Board and GFEA.
- b) MRPs who are regularly employed but less than for a full-time duty day may participate in the Health and Hospitalization Insurance Program by paying their entire share of the premium prior to the first day of the month following their date of employment. The Board shall pay that amount of the premium that is proportionate to the portion of the duty day that the MRP is employed.
- c) All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier.
- d) Benefits shall continue through August 31 of the ensuing school year.

B. Long-Term Disability Insurance

- a) All full-time MRPs shall be provided long-term disability insurance in accordance with specifications adopted by the Board.
- b) All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier.
- c) Written benefit provisions shall be provided to each insured employee.
- d) Benefits shall continue through August 31 of the ensuing school year.

C. Term Life Insurance

- a) All full-time MRPs shall be provided term life insurance in the amount of \$50,000 upon ratification or retroactive if insurance carrier so approves.
- b) All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier.
- c) Written benefit provisions shall be provided to each insured employee.
- d) Benefits shall continue through August 31 of the ensuing school year.

D. Change In Benefits

Any changes in benefits from the present year's coverage will become effective as of the effective date of the contract with the individual insurance carrier for each insurance benefit.

E. Retired MRPs

MRPs retiring from the District may be eligible under State Law for continuing participation in the District insurance program. All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier. The MRP shall pay the cost of the entire premium commencing with the first day of the month following the date of retirement, unless the MRP retires at the end of the school year, in which case the insurance premium will be paid through August 31.

F. Insurance Claims

It is understood that the District's only obligation under this provision is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits.

G. Flex Plan

The District will provide a flexible benefit plan based on and in compliance with Section 125 of IRS code. The District will assume the administrative cost. Any increase in the monthly employee administrative cost shall be borne equally by the District and the participating employee (50/50).

XIV. REDUCTION IN FORCE

- 1. A Reduction in Force and the term "layoff" as used herein shall mean any suspension from employment arising out of a reduction in the work force of the District, and shall be separate and distinct from the terms retirement, resignation, nonrenewal, discharge, dismissal, or termination.
- 2. Each medically related profession shall be considered as separate units for purposes of this section so that the layoff procedure with respect to one such unit shall not apply to other units.
- 3. Definition - Seniority shall be defined as the total length of continuous service, including full credit for service of less than a full duty day or service of less than a full contract year, if a MRP has signed a contract for the ensuing school year with the District. Seniority shall accrue from the date of employment. Seniority will not be broken by approved leaves of absence. Seniority will not be broken by employment by the Board in a position outside the appropriate unit if the Board required certification/license for employment in that position. In the event of identical dates of employment, rank shall be determined by lot.

4. Loss of Seniority - An MRP shall lose his/her seniority for any of the following reasons:
 - a) if MRP is dismissed and not subsequently reinstated.
 - b) if MRP retires.
 - c) if MRP resigns.
 - d) if MRP overstays a leave of absence without obtaining an extension of the leave.
 - e) if a MRP declines an offer of recall to the previous-held positions or an equivalent position.
5. When a reduction in force takes place, the least senior MRP shall be laid off first, provided that the least senior MRP does not have experience and qualifications that are substantially greater than a more senior MRP does. If the less senior MRP has such experience and qualifications, a more senior MRP shall be laid off first.
6. Recall:
 - a) When recalling to the former MRP's District assignment, the most senior MRP shall be the first recalled, provided that a less senior MRP does not have experience and qualifications that are substantially greater than the more senior MRP does. In such event, the less senior MRP shall be recalled first.
 - b) The Board shall give written notice of recall from layoffs by sending a registered or certified letter, return receipt requested, to said MRP at the MRP's last known address. The MRP's address as it appears on the Board's record shall be conclusive when used in connection with layoffs, recalls, or other notices to the MRP. It shall be the responsibility of each MRP to notify the Board of any changes of address. If the Board is not able to cause delivery of the notice of recall within fifteen days of the date that such notice was sent, it shall result in forfeiture on the part of the MRP to any further rights to reinstatement.
 - c) The MRP on recall who signs a contract with another school district shall notify the District immediately or shall forfeit all rights to recall.
 - d) If the District has knowledge that any MRP on recall is under contract with another school district, the District is under no requirement to offer a contract to a MRP on recall unless the District has received notice that the other employer is aware of the possibility of recall to District employment, and the other employer has agreed to release the MRP upon recall by the District.
 - e) If a MRP declines or does not accept an offer of recall to the previous-held position or an equivalent position within seven days of the notice of recall, it shall result in the forfeiture on the part of the MRP to any future rights of recall under this article.
7. The Board shall be the sole determinant of: the number of MRPs employed; the continuation, elimination, or modification of school program(s); and of the quality of school program(s).

XV. DUTY DAY

1. The regular duty day for MRPs shall not exceed eight (8) hours per day, including the lunch period, for not more than 187 contract days. There shall be no additional pay for time until the MRP has exceeded eight (8) hours in the duty day, not to include time spent in activities outlined in Sections 3 & 4 below. The scheduling of school hours and employee duty day shall be the exclusive decision of the Board. In the event that state funding provides for additional school days, MRPs will be compensated at their daily rate.
2. On the last school day preceding Labor Day, State Teachers' Convention, Thanksgiving, Christmas, Presidents' Day, Easter, and Memorial Day, MRPs who do not have assigned District responsibilities shall be released from duty at the end of the individual building's regular student school day. The only exception shall be a PIR day immediately preceding Labor Day weekend.
3. MRPs shall not receive extra compensation for PTA meetings, departmental and faculty meetings, open houses, from time to time special programs, which involve student

participation, or activities for which MRPs volunteer. To the extent practical, departmental and faculty meetings will be contained within the regular duty day, it being understood that extensions beyond the regular duty day may sometimes be necessary.

4. MRPs shall not receive extra compensation for student-related educational conferences such as Evaluation Team meetings, Individual Education Plan meetings or Parent-Teacher conferences.
5. In the event a hazardous, unsafe, or unsanitary condition exists within a school, making it necessary to dismiss students, MRPs will not be required to remain in the building but may be reassigned to other instructional activities.

XVI. EVALUATION OF PERFORMANCE

1. The parties agree that the primary objective of the program to evaluate performance is to improve the quality of therapy and school based services. Further, the parties recognize the importance and value of the procedure for assigning and evaluating the progress and success.
2. Evaluation of performance shall be done under the direction of the Director of Special Education and Student Services. He/She will assign the supervisory personnel who will evaluate the MRP.
3. All MRPs during their first eight weeks of each school year shall be notified by the Director of Special Education and Special Services as to the evaluation procedures, the criteria upon which they will be evaluated and which supervisor will be assigned to observe and evaluate their performance.
4. Prior to the first observation of the school term a pre-conference shall be held between the evaluator and the MRP to apprise the evaluator of the MRP's objectives, methods, and materials planned for the observation. Subsequent pre-observation conferences may be held at the discretion of the evaluator.
5. A copy of the formal written evaluation of the MRP's performance shall be given to the MRP and a conference held between the MRP. If the MRP believes the evaluation is incomplete or inaccurate, the MRP may submit objections in writing, which shall be attached to the file copy of the evaluation report.
6. If an evaluator finds a MRP needing additional development and growth, he/she shall set forth the specific ways in which the MRP is to improve and of possible assistance to be given by the administrator or other staff members. Progress or lack of progress in any specific deficiencies shall be addressed by the evaluator in subsequent evaluations.
7. The performance of MRPs shall be formally evaluated during each year of the first three (3) years of employment with GFPS.
8. The MRP will be formally evaluated at least every three (3) years starting the 4th year of employment with Great Falls Public Schools.
9. All formal evaluations of a MRP's performance shall be conducted openly and within the full knowledge of the MRP. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

XVII. STUDENT DISCIPLINE

1. The parties recognize that part of the MRP's responsibility is to maintain control and discipline of students. The Board further recognizes its responsibility to give support and assistance to the MRP with respect to the maintenance of control and discipline in therapy and in the school in accordance with established Board policies, administrative regulations, building procedures and state statutes; however, the Board shall not be obligated when any disciplinary actions employed by any MRP is contrary to law, Board policy, or administrative regulations.

XVIII. REIMBURSEMENT FOR PROPERTY LOSS

1. The Board will repair or reimburse MRPs the current value up to a maximum of \$300 for any clothing or personal property, except for motorized vehicles where the maximum shall not exceed \$100, damaged or destroyed as a result of an assault and/or battery or an act of vandalism suffered by the MRP in the course of employment during duty hours or assigned District responsibility. No reimbursement shall be provided for the loss of cash or personal property through negligence.
2. To apply for reimbursement a "Notice of Loss and Claim for Reimbursement" form must be filed with the MRP's immediate supervisor within ten days of the occurrence of the damage or loss or the claim will be forever waived.
3. A report of the incident shall be filed with the appropriate law enforcement agency, and a copy of the report shall be submitted to the Board along with the claim. A claim for reimbursement from the MRP's insurance carrier(s) shall be made, and a copy of this claim and the insurance carrier(s) response shall similarly be filed with the Board before payment is authorized. Receipts for repair or replacement shall be submitted at the time reimbursement is requested.
4. No reimbursement shall be provided for losses fully covered by insurance or when full reimbursement is obtained from other sources.

XIX. MILEAGE

1. MRPs who are required to use personal transportation for travel in performance of assigned duties shall be reimbursed at the rate established by Montana law (MCA 2-18-503). Changes in the rate will become effective on the first day of the month following notification by the District and will not be made retroactive. Said travel shall be previously approved by the Director of Special Education and Student Services. Individual mileage claims \$10 and over will be reimbursed via the Report of Mileage Form. The Report of Mileage Form must be turned in by the last student day of the school year in order to be paid by the end of the fiscal year. Individual mileage claims under \$10, cannot be paid by check. The MRP should continue to accumulate mileage to be over \$10 before submission.

XX. SEVERANCE PAY

1. A MRP who has completed a minimum of ten (10) years of service in the District, including approved leaves of absence, and who resigns from District employment shall receive a payment equal to 30% of that MRP's accumulated sick leave (maximum of 187 days) multiplied by that MRP's daily rate of pay. To be eligible for this payment, the MRP shall submit a letter of resignation to the Board no later than December 1 if terminating employment at the end of the first semester, and March 1 if terminating employment at the end of the second semester, unless the MRP is medically unable to perform contracted duties, in which case the Board may waive the notification requirement.
2. In the event a MRP who has completed ten (10) years of service in the District, including approved leaves of absence, dies while employed by the District, the MRP's beneficiary shall be entitled to severance pay under the Negotiated Agreement.

XXI. LEAVES OF ABSENCE

In order to provide the highest level of service, employees are expected to be at work and on time every day. However, when circumstances dictate, the District provides leave to its employees pursuant to Montana law, Board policy and individual contracts.

A. Sick Leave

1. MRPs shall be allowed to use and accumulate sick leave, without loss of pay, for absences from regularly contracted teaching duty due to personal or family illness or physical disability.

2. Any absence by an MRP resulting from bodily injuries suffered directly from an assault on an MRP while performing contracted duties in accordance with Board policies and state statutes will not be deducted from the MRP's contracted salary for sixty calendar days from the date of injury. The value of all benefits paid to the MRP during this period from all other eligible sources shall be deducted from contracted salary and benefits or repaid to the Board upon receipt. The assault shall be immediately reported to the building administrator and central administration, and a formal complaint shall be filed with the proper legal authorities. Any benefits inappropriately paid under this provision shall be repaid to the Board, and the Board's cost of collection shall, if overpayment was caused by MRP action or inaction, be added to the cost of reimbursement.
3. Each MRP will be credited with thirteen (13) days of sick leave on the first contracted day of the school year. The MRP who does not complete contract obligations will be liable to the district for sick leave paid beyond the employee's entitlement. Employment for less than 187 full-time duty days or employment for more than 187 full-time duty days shall earn or accrue sick leave on a proportionate basis to the 187 full-time duty day contract.
4. For purposes of severance unused sick leave is cumulative to a maximum of 187 days.
 - a) However, sick leave may be accumulated without limit for purposes outlined in Article 7, Section A, paragraph 1. The record of an employee's sick leave accrual shall be kept in the business office. Deductions shall be made from this account when the employee is absent under the sick leave provision, and additions are made to this account in accordance with the established schedule. The number of accumulated days of sick leave shall be indicated in each regular paycheck.
 - b) Upon retirement from the district, an MRP with 187 days of unused accumulated sick leave will be compensated \$50 for each day of credit beyond the scheduled 187 days. Such payment will be made on or about July 1. The payment will be separate from the severance buy-out.
5. MRPs shall have the right to donate, in writing, accrued sick leave days to a MRP of their choice. No MRP may receive more than twenty (20) days of donated sick leave during any school year. When using the twenty (20) days of donated sick leave, the MRP may not receive pay or compensation from other plans in which the District participates, either in whole or in part.

B. Personal Business Leave

1. Two (2) days of personal leave absence each year, prorated for those working less than a full day or a full school year, will be added to an MRP's accumulated sick leave. These days shall be granted in minimum units of half days without loss of pay or other benefits for activities not provided for in other provisions of this handbook.
 - a) This leave provision shall not be used during any period of time when, in the opinion of the immediate supervisor or building principal, the MRP's contracted functions or activities in the District cannot be properly carried out in the absence.
 - b) Application for this leave stating the purpose of the leave shall be made on the proper District form to the Human Resources Office at least five school days prior to the time of use. Exceptions to the five days requirement shall be made exclusively by the Board.
 - c) Personal leave days may be accumulated to a maximum of 6 days (3 years). Accumulation of personal days may not exceed six (6). The accumulated days may be taken consecutively. Days earned beyond six (6) will automatically be placed in the individual's sick leave bank.

C. Adoption Leave

The MRP may use up to five (5) days of accrued sick leave for the purpose of an adoption. The employee shall notify the District as soon as the employee knows the need for such leave. The District may require substantiation for the use of adoption leave.

D. Paternity Leave

MRPs may use up to 5 days of accrued sick leave for the purpose of the birth of the MRP's child.

E. Bereavement Leave

1. MRPs shall be allowed up to five (5) days at full pay for absences from school for each occurrence of death in the MRP's immediate family or for any other member of the MRP's immediate household. This leave allowance is in addition to other leaves allowable in this handbook. Immediate family shall be defined as the MRP's father, step-father, father's brother, father's sister, mother, step-mother, mother's brother, mother's sister, sister, brother, husband, wife, son, daughter, step-children, foster children, daughter-in-law, son-in-law, grandparent, great grandparent, grandchild, brother's wife, brother's child, sister's husband, sister's child, spouse's father, spouse's mother, spouse's sister, or spouse's brother.
2. Bereavement leave as defined above may be extended by the use of sick leave with prior approval. The Request for Administrative Approval must be completed.
3. Sick leave may be used for the death of a person outside of the definition in above. Administration may require documentation. The Request for Administrative Approval must be completed.
4. Bereavement leave allowance is not cumulative from year to year. This shall be an emergency leave applicable for the particular occasion only.

F. Jury Duty Leave

1. MRPs called for jury duty may be absent from duty without loss of pay or other benefits provided the MRP has:
 - a) advised the immediate supervisor on the first school day following the receipt of the jury summons;
 - b) submitted one copy of the jury summons at the time the request for absence is made on the proper District form; and
 - c) endorsed the jury duty fee payment, excluding reimbursement for travel, meals, and lodging, over to the District within sixty calendar days from the last day on which jury duty was served.
2. Failure to deliver the endorsed fee payment to the District within this time period shall result in the loss of wages for the period of absence.
3. Leave is provided for absence from duty with pay only for the time actually spent on jury or witness or jury duty. Employees relieved for part of their duty day to participate in jury or witness or jury duty must return to their assignment for the remainder of the day. Reasonable allowance for time to and from the courts will be taken into account. Employees who fail to return under these circumstances will be considered absent without leave and subject to disciplinary action.

G. Witness Duty Leave

1. MRPs served with a valid subpoena issued by a federal, state, county, or municipal court or a federal or state legislative body may be absent from duty without loss of pay or other benefits, provided the MRP has:
 - a) advised the immediate supervisor on the first school day following the receipt of the subpoena;
 - b) submitted a copy of the subpoena at the time the request for absence is made on the proper District form; and
 - c) endorsed the witness duty payment, if the MRP has been paid for serving as a witness, excluding reimbursement for travel, meals, and lodging, over to the District within sixty calendar days from the last day on which the witness duty was served.
2. Failure to deliver the endorsed fee payment to the District within this time period shall result in the loss of wages for the period of absence.

H. Professional Meeting Leave

1. All requests must be submitted to the Director of Special Education and Student Services.

I. Medical Leave Of Absence

1. A Medical Leave of Absence is an approved absence from duty for reasons of verified medical disability provided without salary or fringe benefits.
2. An MRP may request, in writing, a Medical Leave of Absence and the medical leave shall be approved if the request for the leave is accompanied by a written statement from a medical doctor which specifically states that the MRP cannot perform the duties for which contracted. The MRP shall receive a written response to the leave request within a reasonable period of time of the disposition of the request.
3. If the MRP has exhausted all accumulated sick leave and has not requested a Medical Leave of Absence and is unable to perform or return to perform the duties for which is contracted, the Board may place the MRP on medical leave or may deduct the salary at the daily rate of the MRP's contracted salary.
4. The length of the Medical Leave of Absence is for a period of up to one school year, but no longer than the last contract day of the current school year, and may, upon request, be renewed or extended by action of the Board.
5. The MRP 's request for return to duty shall be accompanied by a statement from a medical doctor attesting to the employee's ability to resume the contracted duties. The effective date for the resumption of duty shall be subject to the approval of the Board.
6. The MRP returning on the first contract day of the school year from a Medical Leave of Absence of one school year or less shall be entitled to his/her former position provided it still exists. An MRP whose leave ends during the school year need not be returned to his/her former position until the beginning of the next school year if there is a position open for which he/she is qualified at the time the MRP returns from the leave. An MRP whose position no longer exists or an MRP returning from a leave of more than one school year in duration and who has been offered a contract for that year or for the ensuing school year shall be entitled to a position for which the MRP is qualified.
7. While on a Medical Leave of Absence:
 - a) No experience shall be granted for purposes of advancement on the salary matrix unless meeting the qualifications of the Minimum School Year provision of this Handbook.
 - b) The MRP shall retain previously accumulated sick leave and experience credit for salary purposes.
 - c) The MRP may maintain, at no cost to the Board, Board health and hospitalization insurance provided the amount of the monthly premium is remitted in a timely manner. All

proportionate premium payments shall be deducted from the remaining number of paychecks during the contracted duty year provided there are sufficient funds due. No lump sum payment shall be required nor received by the District. In the event that there are no employment checks to be received by the MRP or the wages are insufficient; the premium payment is to be arranged with the insurance carrier.

- d) The MRP may maintain, at no cost to the District, individual term life insurance coverage provided individual arrangements are made with the District within thirty calendar days of the first day of Medical Leave.

J. Parental Leave Of Absence

1. A Parental Leave of Absence is an absence from duty which shall be provided for the purpose of caring for a newborn child, a newly adopted child, or which may be provided for the purpose of caring for a minor child when the health of the child requires parental care. This leave is provided without salary or fringe benefits. MRPs who have been employed full time and assigned in-District duties during the last three consecutive years and who have been offered a contract for the ensuing school year shall be eligible for application for a Parental Leave of Absence.
2. An MRP may apply for a Parental Leave of Absence by submitting a letter of interest stating fully the nature of the leave requested. The MRP shall receive a written response to the leave request within a reasonable period of time of the disposition of the request. Reasons for denial will be provided upon written request by the MRP.
3. The length of a Parental Leave of Absence shall be for the remainder of the current semester or school year or for a period of one regular school year at the MRP 's discretion.
4. An MRP returning from a Parental Leave of Absence and who has been offered a contract for the ensuing year shall be entitled to his/her former position provided it still exists. The MRP whose position no longer exists and who has been offered a contract for the ensuing school year shall be entitled to reassignment to a position for which the MRP is qualified.
5. While on Parental Leave of Absence:
 - a) No experience shall be granted for purposes of advancement on the salary matrix unless the MRP has fulfilled the qualifications of the Minimum School Year provisions of this Handbook.
 - b) The MRP shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
 - c) The MRP may maintain, at no cost to the Board, Board health and hospitalization insurance, provided the amount of the monthly premium is remitted in a timely manner. All proportionate premium payments shall be deducted from the remaining number of paychecks during the contracted duty year provided there are sufficient funds due. No lump sum payment shall be required nor received by the District. In the event that there are no employment checks to be received by the MRP or the wages are insufficient; the premium payment is to be arranged with the insurance carrier.
 - d) The MRP may maintain, at no cost to the Board, individual term life insurance coverage, provided individual arrangements are made with the District within thirty calendar days of the first day of parental leave.

K. Leave For Study In Residence

1. Leave for Study in Residence is an absence from duty, which may be granted for the purpose of full time study in residence and is provided without salary or fringe benefits.
2. The length of a Leave for Study in Residence shall be for a period of one regular school year.
3. MRPs who have been employed full time and assigned in-District duties during the last three consecutive years and who have been offered a contract for the ensuing school year shall be eligible for application for a Leave for Study in Residence.
4. Eligible MRPs shall apply for the Leave for Study in Residence in writing stating fully the nature of the leave requested and the school year desired to the District at least thirty calendar days prior to the requested beginning date of the leave. The MRP shall receive a written response to the leave request within a reasonable period of time of the disposition of the request. Reasons for denial will be provided upon written request by the MRP.
5. The MRP granted a Leave for Study in Residence shall not be eligible for a further leave under this provision until the expiration of an additional three years of consecutive service in the District.
6. The MRP returning from a Leave for Study in Residence and who has been offered a contract for the ensuing school year shall be entitled to his/her former position, provided it still exists. An MRP whose position no longer exists and who has been offered a contract for the ensuing school year shall be entitled to reassignment to a position for which the MRP is qualified.
7. While on a Leave for Study in Residence:
 - a) No experience shall be granted for purposes of advancement on the salary schedule.
 - b) The MRP shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
 - c) The MRP may maintain, at no cost to the Board, Board health and hospitalization insurance, provided the premium payments are arranged with the insurance carrier.
 - d) The MRP may maintain, at no cost to the Board, individual term life insurance coverage, provided individual arrangements are made with the District within thirty calendar days of the first day of the leave for study in residence.
8. A transcript of credits earned while on Leave for Study in Residence shall be filed with the district as soon as said transcript is available.

L. Leave For Elective Political Office

1. Leave for Elective Political Office is an absence from duty which may be granted for the purpose of fulfillment of duties if an MRP is elected to governmental bodies and is provided without salary or fringe benefits.
2. The length of a Leave for Elective Political Office may be for a period of up to two years and may be extended by the Board.
3. MRPs who have been employed and assigned in-District duties during the last three consecutive years and who have been offered a contract for the ensuing school year shall be eligible for application for a Leave for Elective Political Office.
4. Eligible MRPs shall apply for the Leave for Elective Political Office in writing stating fully the nature of the leave requested, the length of time desired and the beginning and tentative concluding date of the leave, to the district at least thirty calendar days prior to the requested beginning date of the leave. Verification shall be provided prior to consideration of the application. The MRP shall receive a written response to the leave request within a reasonable period of time of the disposition of the request. Reasons for denial will be provided upon written request by the MRP.
5. The MRP granted a Leave for Elective Political Office shall not be eligible for a further leave under this provision until the expiration of an additional three years of consecutive service in the District.

6. At least thirty school days before the expiration date of the Leave for Elective Political Office or at a time agreed to with the Board in cases of leaves of less than sixty school days duration, the MRP shall communicate in writing to the Board indicating the MRP's intention to return to duty (the specific date of return shall be determined by the Board) or requesting of the Board an extension of the leave.
7. The MRP returning from a Leave for Elective Political Office of one year or less and who has been offered a contract for the ensuing school year shall be entitled to his/her former position, provided it still exists. An MRP whose leave ends during the school year need not be returned to his/her former position until the beginning of the next school year if there is a position open for which he/she is qualified at the time the MRP returns from leave. An MRP whose position no longer exists or a MRP returning from a leave of more than one year in duration and who has been offered a contract for the ensuing school year shall be entitled to reassignment to a position for which the MRP is qualified.
8. While on Leave for Elective Political Office:
 - a) No experience shall be granted for purposes of advancement on the salary matrix unless meeting the qualifications of the Minimum School Year provision of this Agreement.
 - b) The MRP shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
 - c) The MRP may maintain, at no cost to the Board, Board health and hospitalization insurance, provided the premium payments are arranged with the insurance carrier.
 - d) The may maintain, at no cost to the Board, individual term life insurance, provided individual arrangements are made with the District within thirty calendar days of the first day of the Leave for Elective Political Office.

M. Legislative Leave Of Absence

1. Legislative Leave of Absence is an absence from duty, which shall be granted for the purpose of serving in the Montana State Legislature for the term of the legislative session(s) and is provided without salary.
2. The length of a Legislative Leave of Absence shall be for the term of the legislative session(s).
3. Eligible MRPs shall apply for the Legislative Leave of Absence in writing stating fully the nature of the leave requested, the length of time desired, and the beginning and tentative concluding date of the leave, to the District at least thirty calendar days prior to the requested beginning date of the leave. The MRP shall receive a written response to the leave request within a reasonable period of time of the disposition of the request. Reasons for denial will be provided upon written request by the MRP.
4. The MRP returning from a Legislative Leave of Absence and who has been offered a contract for the ensuing school year shall be entitled to his/her former position, provided it still exists. An MRP whose position no longer exists and who has been offered a contract for the ensuing school year shall be entitled to reassignment to a position for which the MRP is qualified.
5. While on a Legislative Leave of Absence:
 - a) Absences under this leave shall not be considered an interruption of experience for purposes of advancement on the salary schedule.
 - b) The MRP shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
 - c) District health and hospitalization insurance and term life insurance shall be provided by the Board pursuant to the insurance provisions of this Agreement.

N. General Leave Of Absence

1. General Leave of Absence is an absence from duty which may be granted at the sole discretion by the Board or their agent(s) for full-time licensed employees without salary or fringe benefits.
2. Licensed employees who have been regularly contracted during the past three school years, including current school year, and who have been assigned full-time, in-district duties for all three of these years and who will be offered a contract for the next school year, may apply for a General Leave of Absence.
2. The term of the General Leave shall be for one school year only with the option of one additional year of leave if requested by the MRP and if granted by the District.
3. An employee may request a General Leave of Absence by forwarding a letter of interest by April 1 of the current school year to the Human Resources Office. The employee will receive a written response to the leave request within a reasonable period of time after the disposition of the request, generally by the end of April.
4. An employee who wishes to return from the General Leave of Absence to in-district duties for the school year following the leave must notify the Human Resources Office by registered letter, return receipt requested, no later than March 1 of the leave year. If the employee has been offered a contract for the ensuing year, the employee shall be entitled to a position for which the employee is qualified.
5. No employment experience shall be granted for purposes of advancement on the salary schedule.
6. The employee shall retain previously accumulated sick leave and experience credit for salary purposes.
7. The employee may maintain, at no cost to the Board, Board health and hospitalization insurance, provided the premium payments are arranged with the insurance carrier.
8. The employee may maintain, at no cost to the Board, individual term life insurance coverage, provided individual arrangements are made with the District within thirty (30) calendar days of the first day of an Extended Leave Without Pay or Benefits.

XXII. DEDUCTIONS FOR ABSENCE

1. In the event that a MRP absence not covered or not allowed in the express language of other provisions of this Agreement is approved, a deduction of salary in minimum units of one-half day may be made for each day of absence. Absences not approved may result in disciplinary action.
2. No deductions will be made for any period of the school year in which the Board closes schools because of an epidemic, flood, fire, or inclement weather; however, it is to be understood that any such days may be required by the Board to be made up without additional compensation and at such times as determined by the Board.