

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

JORDAN EDUCATION ASSOCIATION

AN AFFILIATE OF THE

MONTANA EDUCATION ASSOCIATE

AND THE

UNIFIED BOARD OF TRUSTEES

GARFIELD COUNTY DISTRICT HIGH SCHOOL

DISTRICT #1

AND

JORDAN ELEMENTARY DISTRICT #1

JORDAN, MONTANA

2023-2024

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AGREEMENT

ARTICLE 1

PURPOSE

1.1 PARTIES This agreement is entered into between the UNIFIED BOARD OF TRUSTEES (hereinafter referred to as the Board) and JORDAN EDUCATION ASSOCIATION (hereinafter referred to as the Association) pursuant to and in compliance with the Montana Public Employees 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 during the duration of this Agreement.

ARTICLE II

RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all teachers under contract by the Board. As such the Association shall have non-voting representation at Garfield County District High School Unified Board of Trustees meetings.
- 2.2 This agreement shall become effective on July 1, 2022, and shall remain in effect through June 30, 2023 and yearly thereafter unless superseded by a new agreement.
- 2.3 The singular male pronouns (his, him, etc...) shall be used throughout this contract to name the individual teacher, regardless of sex.

ARTICLE III

ASSOCIATION RIGHTS

3.1 **APPEARANCE BEFORE EMPLOYER**

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

3.2 **CONFIDENTIAL COMMUNICATION**

All communications between student and teacher obtained by a teacher in the course of the teacher's professional duties and deemed, by said teacher, to be of confidential nature, need not, except with the consent of said teacher, be disclosed to anyone unless said disclosure is required by law.

3.3 **MONITORING AND OBSERVATION OF TEACHER**

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Nothing in this agreement shall prohibit the informal, day-to-day type of observation of employees.

3.4 **INFORMATION**

The Board agrees to furnish to the Association upon written request to the Administrator of such information, or access to such information, as is not confidential and is available provided the Association reimburses the Board for the cost of providing such information.

3.5 **ASSOCIATION BUSINESS LEAVE**

Teachers who are elected or appointed to represent the Association may be granted leave, without pay, to attend state, regional, and national meetings and conventions. Notice of intended use of the Association business shall be given to the Administrator by the Association president at least seven (7) days in advance of usage, except in cases of emergency. This does not refer to the statewide two-day convention for which school recesses.

3.6 **COMMUNICATIONS**

Communications to be placed in teacher personal files must have teacher signature acknowledging such placements, and the teacher shall have the opportunity to write a rebuttal to that being placed in the teacher's personal file.

3.7 **DRUG/ALCOHOL TESTING FOR EMPLOYEES**

The District agrees to follow the Drug/Alcohol Testing for Employees policy (attached as Appendix F) as adopted by the Trustees on September 20, 2005.

3.8 **VIDEO SURVEILLANCE OF EMPLOYEES**

The District agrees to follow the Video Surveillance policy (attached as Appendix G) as adopted by the Trustees on June 21, 2005.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

4.1 The Association agrees that all management rights, functions, and prerogatives, not expressly delegated in this Agreement, but guaranteed by law, are reserved by the Board.

4.2 **MANAGEMENT RESPONSIBILITIES**

The parties recognize the right and obligation of the Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

4.3 The parties recognize that all teachers covered by this Agreement shall perform the teaching and teaching-related services prescribed by the Board. The parties also recognize the right, obligation, and duty of the Board and its duly designated officials to promulgate rules, regulations, directives, and orders in so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the Board, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state of Montana, federal laws, and valid rules, regulations and orders of State and Federal agencies. Any provision of the Agreement found to be in violation of any such laws, rules, and regulations, directives, and orders shall be null and void and without force and effect.

4.4 REDUCTION IN FORCE

- a. In a situation where the Board feels it necessary to relieve teachers from duties because of change in curriculum, lack of duties or funds, or under conditions where continuation of such work would be inefficient or nonproductive, the Board will use, but is not limited to the following criteria: Recommendations of the administration, seniority, tenure status, years of service, and the needs and requirements of the district as determined by the Board.

- b. Whenever there is a vacancy in a bargaining unit position, laid off tenured teachers who are certified to perform the work in question will be recalled in reverse order of the lay-off, unless none of the teachers on lay-off is certified to fill the position in question. Teachers will resume at previous status.

- c. The Board shall send a registered letter to the teacher's last known address, notifying them of the position. The teacher shall have twenty (20) days to respond to the offer of employment. Recall rights shall expire after 24 months, or following one rejection of employment.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 DEFINITIONS

- a. A **GRIEVANCE** shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the school district as to the interpretation of terms and conditions contained in this Agreement.
- b. A **GRIEVANT** is a teacher, or a group of teachers or the Association filing a grievance.
- c. A **PARTY OF INTEREST** is the person, or group of persons, making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- d. **DAYS** shall mean teacher work days, Monday through Friday, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of procedure.
- e. **EXTENSION** – Time limits specified in this Agreement may be extended by mutual agreement only.

5.2 RIGHTS TO REPRESENTATION

- a. At least one Association representative shall have the right to be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented.

- b. If, in the judgment of the Association, a grievance affects a group of teachers of the Association, the Association may initiate and submit such grievance in writing to the Board directly, and the processing of such grievance shall be commenced at Step II. The Association may process such a grievance through all levels of the procedure. Class grievances or individual grievances involving the administrator may be filed by the Association at Step II. Grievances shall cease at the request of the initiator.
- c. In matters dealing with alleged violations of the Association rights, the grievance shall be initiated at Step II.

5.3 **INDIVIDUAL RIGHTS**

- a. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels, and to have the problem adjusted without the intervention of the Association. The Association may be in attendance if requested by grievant.
- b. A grievant may be represented at all states of the grievance procedure by himself, at his option, or by an Association representative selected by the Association.

5.4 **PROCEDURE**

STEP I-

The parties in interest acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Within ten (10) days following knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the Administrator, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and the Administrator shall be present for the meeting. The Administrator shall provide the aggrieved party with a written answer to the grievance within five (5) days after the meeting. Such answers shall include the reasons upon which the decision was based.

STEP II-

If no satisfaction is received by the grievant in Step I, the grievant may take his complaint to the Association. The Association and/or the grievant has five (5) days to take the grievance to the Administrator who shall have five (5) days to answer the grievance.

STEP III-

If the grievant is not satisfied with the disposition of his grievance at Step II, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the Board. The Board will hear the grievance at the next regularly scheduled Board meeting or in a Special meeting to be held for that purpose. The parties in interest shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop pertinent facts to the grievance. Upon conclusion of the hearings, the Board will have five (5) days to provide its written decision, together with the reasons for the decision, to the Association.

STEP IV- MEDIATION

The Association has five (5) days from receipt of the written response of the Board of Trustees to submit the grievance to the Board of Personnel Appeals (BPA) with a request to assign a Mediator to the dispute. The Mediator shall consult with the parties in an attempt to bring about resolution to the grievance. The Mediator shall not produce any records or testimony nor make any agreement with regard to any Mediation conducted by him in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder. By mutual agreement, the parties may agree to forgo this step.

STEP V- ARBITRATION

If the BPA refuses to assign a Mediator or if the assigned Mediator determines that the grievance cannot be mediated, or after thirty (30) days, whichever occurs first, and both the Association and the grievant desire to go forward, the Association and the grievant may request that the BPA provide the parties with a list of five qualified impartial arbitrators. The request must be in writing and must be filed within fifteen (15) days of the Mediator's determination or thirty (30) days after the Mediator's appointment, whichever comes first.

1. Selection

The arbitrator shall be selected from a list provided as follows:

- a) The Association shall strike one name;
- b) The School District shall strike one name;
- c) The Association shall strike a second name;
- d) The School District shall strike a second name;
- e) The parties shall notify the Board of Personnel Appeals of the remaining name who shall be appointed arbitrator to hear the grievance.

2. **Function**

The function of the arbitrator shall be to decide whether the employer has violated a specific Article or Section of this Agreement, as alleged.

3. **Jurisdiction and Authority**

- a) The Arbitrator shall not have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.
- b) The Arbitrator shall be without authority to make a decision which is contrary to, or inconsistent with, applicable rules or regulations having the force and effect of law, or in violation of this Agreement.
- c) The Arbitrator shall have no authority to impose upon the district any obligation the district has not assumed as evidenced by a provision in this Agreement.
- d) In considering any grievance, the Arbitrator shall give due consideration to the statutory rights, powers, duties and obligations of the School District to efficiently manage and conduct the operations of the District, as provided for by law.
- e) The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any term or terms from this Agreement, or to consider any term or condition not specifically provided for in this agreement, or to enter or imply any new provision into this agreement.

- f) The Arbitrator shall have no authority to award salary amounts, benefits, damages or any other amounts in excess of the amounts specifically agreed upon in this Collective Bargaining Agreement.
- g) It shall be clearly understood that any matter not specifically established within this agreement remains within the rights and prerogatives of the employer.
- h) The Arbitrator shall be without power to make any decision involving the exercise of discretion by the Board of Trustees under the terms of applicable law or policy or the terms of this Agreement, or which is otherwise the responsibility of the Board to make.

4. **Hearing**

The appointed Arbitrator shall confer with the parties and set a time, date, and place for the hearing. During this hearing nothing said or done by the mediator, or by either party at mediation nor any proposed settlement offers may be submitted to the Arbitrator. At the conclusion of the hearing, the parties shall have thirty (30) days to submit post hearing briefs. If the parties mutually agree to submit reply briefs, or if the Arbitrator orders reply briefs, additional time to submit such will be granted. The timelines as stated herein shall be controlling unless the parties mutually agree otherwise.

5. **Decision**

Within thirty (30) days following the submission of briefs, the Arbitrator shall render an opinion and award based solely upon the specific provisions of this Collective Bargaining Agreement and the evidence submitted at the Arbitration hearing. The Arbitrator's award shall not include prospective nor punitive damages nor shall the Arbitrator provide or order any action or relief extending retroactively beyond fifteen (15) days prior to the date of the filing of the original grievance.

6. **Costs**

The expenses, wages, and other compensation of any witnesses called before the arbitrator shall be borne by the party calling such witnesses. The parties will attempt to schedule arbitration activities to limit impact on instructional programs. Teachers will be granted release time to permit necessary participation at the hearing. Other expenses incurred, such as wages of the participants, preparation of briefs and data to be presented to the Arbitrator, shall be born separately by the respective parties. Each party shall be responsible for its own expenses relative to this grievance procedure. The Arbitrator's fee, expenses, and other related costs the parties shall share equally.

5.5 **ELECTION OF REMEDY**

Once the grievant or the Association has filed any complaint, appeal, or other action with any county, state, or federal agency, court, tribunal, or other forum involving the same facts or circumstances all rights to file or pursue a grievance under this article shall be forever waived.

5.6 **EXCEPTION TO TIME LIMITS**

- a. When a grievance is submitted on or after June 1, time limits shall be counted in the five week days, meaning Monday through Friday, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
- b. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through this grievance procedure until resolution.

5.7 **NO REPRISALS**

No reprisals of any kind will be taken by the Board or the School Administration against any person because of participation in this grievance procedure.

5.8 **COOPERATION OF THE EMPLOYER**

The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further will furnish the Association such information as is requested for the processing of any grievance. Should the investigation or processing of any grievance require that a teacher or any Association representative be released by the Board from his regular assignment, he shall be represented without loss of pay or benefits. Association representatives may receive, discuss, and handle grievances only when and where such activities do not interfere with their work or the work of school district employees.

5.9 **PERSONNEL FILES**

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

5.10 See **APPENDIX C** for the grievance form.

ARTICLE VI

EMPLOYMENT STATUS OF TEACHERS

6.1 CONSIDERATIONS PRIOR TO TERMINATION

Prerequisite to the consideration of termination of a teacher's services, the following steps will have to be taken:

1. The teacher has been observed and written evaluation reports have been made in accordance with Article VII of this agreement.
2. These observations and evaluation reports have been made by the Administrator who shared the reports with the person being evaluated. Every effort was made by the evaluator to point out specific weaknesses, if any existed, and to assist the teacher in overcoming such deficiencies.

6.2 NOTICE OF TERMINATION (NON TENURE)

Every non tenure teacher being terminated shall be entitled to the following:

1. The teacher shall be notified in writing before the first (1st) day of May.

6.3 NOTICE OF TERMINATION (TENURE)

Every tenured teacher being terminated shall be entitled to all rights under the law and this agreement.

6.4 DISMISSAL (TENURE AND NON TENURE)

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

6.5 NOTIFICATION OF RE-ELECTION (TENURE AND NON TENURE)

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

6.6 **INDIVIDUAL CONTRACT**

All individual teacher contracts shall be subject to and consistent with Montana State Law and the terms and conditions of this Agreement. Any individual teacher contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent agreements between the Board and the Association.

6.7 **MILL LEVY FAILS TO PASS**

In the event our special mill levy fails to pass, no employee of the Board will receive a raise, and all contracts previously issued will become null and void.

6.8 **EARLY RETIREMENT**

The Board and the Association agree that any individual teacher may contact the Board to discuss early retirement incentives. Teachers wishing to explore early retirement incentives shall contact the Board no later than April 1. The Association reserves the right to demand to bargain over this issue in the event they so choose to.

ARTICLE VII

STAFF EVALUATION

7.1 EVALUATION INSTRUMENT

The Association shall be involved in the development of a teacher evaluation instrument for use by the administration. The evaluation instrument in use is **APPENDIX E**.

7.2 PRIOR NOTICE OF EVALUATION

All teachers prior to employment shall be thoroughly advised as to the evaluation procedures and instruments which are provided for in policy.

7.3 AREAS OF EVALUATION

The subject matter evaluation shall be in the teacher's areas of certificate endorsement only.

7.4 CONDITIONS OF EVALUATION

In evaluating a teacher, due consideration shall be given to class size, ability level of students, and physical distractions as they would affect teaching performance. All evaluations of the teacher's activities shall be conducted openly and with the teacher's full knowledge and awareness. Advance notice of intent to evaluate shall be given the teacher.

ARTICLE VIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

8.1 SCHOOL BOARD RESPONSIBILITIES

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance, control, and discipline in the classroom.

8.2 ESTABLISHMENT OF DISCIPLINE RULE AND REGULATIONS

The Board, in consultation with the Administrator and the Association, shall promulgate rules and regulations setting forth the procedures to be utilized in discipline.

8.3 PUPIL ASSAULTS ON TEACHER

Any case of assault upon a teacher shall be promptly reported to the Administration.

8.4 SUITS OR COMPLAINTS AGAINST TEACHER

Any suit or complaint brought against a teacher as a result of any action taken by the teacher while in pursuit of his employment will be promptly reported to the Board.

8.5 LOST TIME ACCOUNTING

Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.

ARTICLE IX

WORK LOAD AND CONDITIONS

9.1 **NORMAL TEACHER LOAD**

Normal teacher loads will be determined for classroom teachers. “Standards for Accreditation of Montana Schools” shall be used as a minimum standard.

9.2 **DUTIES BEYOND NORMAL WORKLOAD**

Admission sales at extra-curricular activities shall not be a requirement of employment. This duty shall be offered to faculty members with compensation to be made from the appropriate department activity fund.

9.3 **MEET AND CONFER**

Upon written request, representatives of the Board and representatives of the Association shall meet and confer concerning matters of concern to the parties which are not covered by this Agreement. Each party shall restrict its committee to not more than five (5) representatives for meet and confer meetings. A request for a meet and confer session shall be accompanied by an outline of the subject matters the party requesting the meeting wishes to discuss. The Board and the Association shall set the time and the Board shall provide the facilities for such meetings. The report of and the recommendation of the meet and confer committee, if any, shall be forwarded to the Board for its review. Board action on such matters, if any, shall become part of school policy and shall not become part of this Agreement.

- 9.4 a. **TEACHER WORKDAY**
The normal teacher workday shall be from 7:45 a.m. to 4:15 p.m. On the last day of the week, all teachers, except those on bus duty or those having other responsibilities, may leave once students are dismissed.
- b. **CHRISTMAS VACATION**
The teacher's workday shall not go beyond the twenty-second (22nd) day of December or begin earlier than the second (2nd) day of January as to allow for Christmas vacation.
- c. **SCHOOL YEAR**
The teachers will have an equal role in the development of the yearly school calendar with final approval by the Board of Trustees.
- d. **CHANGES IN THE SCHOOL CALENDAR**
There shall be no deviation from or change in the school calendar without notification to the Association.

- 9.5 **SUBSTITUTES**
The School District shall maintain a substitute list. This list will be updated on a yearly basis. Whenever a teacher is absent, the Administration will select a substitute. A certified substitute will be paid \$10.00 per day more than a non-certified substitute.

DISCRIMINATION

The District nor the Administration will discriminate or select any substitute on the basis of race, creed, religion, color, national origin, or because of the substitute's age, physical or mental handicap, or marital status.

9.6 **CURRICULUM**

a. **CURRICULUM COMMITTEE**

A curriculum committee shall be responsible for research, study, planning, and decision making to anticipated changes in curriculum. The membership on this committee shall consist of: two (2) members appointed from the Association, two (2) members appointed from the Board, a school administrator, two (2) community members appointed by the aforementioned committee members and two (2) students of junior or senior standing. There shall be a set date per month when the Curriculum Committee will meet. This date will be determined at the August Board Meeting. Persons appointed to the committee will be determined at that time. Applications for grant writing will be discussed at curriculum meetings. A committee will be chosen to work in this area.

b. **COMMITTEE RECOMMENDATIONS**

The committee will make firm recommendations to the Association membership and School Board on revisions in curriculum and instruction. These recommendations are subject to Board approval.

c. **COMPLAINTS RE: CURRICULUM AND MATERIALS**

Any specific written and signed complaint from any source about curriculum, any book or teaching materials will be directed to the curriculum committee.

ARTICLE X

LEAVES

10.1 DISCRETIONARY LEAVE

- a. Thirteen (13) days of discretionary leave at full salary will be provided each teacher per year.
- b. The full amount of discretionary leave will be available for use by the teacher from the starting day of the contract. Leave will be taken in a minimum of one fourth (1/4) day increments.
- c. Unused days of discretionary leave each year will be allowed to accumulate to a maximum of sixty (60) days.
- d. For those teachers who have accumulated the maximum number of hours of discretionary leave, up to five (5) days shall be reimbursed to the teacher at the daily rate of a certified substitute as part of the year's final check.
- e. After a teacher has used five (5) consecutive days, or twelve (12) days annually, the Board may require medical certification from a licensed physician in evidence of illness, or medical appointment in order to qualify for discretionary leave pay. In the event that a medical certificate will be required, the teacher will be so advised at the Board's expense.
- f. An employee who terminates employment with the Board, after receiving tenure, is entitled to a lump sum payment equal to one fourth (1/4) of the days attributed to the accumulated discretionary leave. Payment will be made at the teacher's daily rate at the time of retirement or termination.
- g. **SICK DAY BANK SEE APPENDIX**
- h. Except in case of emergencies, discretionary leave shall be granted on a first come first served basis. In the event of a lack of substitutes, the administrator shall make the final decision on the proposed absence.

- i. Discretionary leave for a non-sick day shall not be taken the day before or the day after school holidays, or on the first or last week of the official school calendar. (MEA is not considered a holiday). A teacher may submit a proposal for leave to the Board for consideration. A teacher leaving for a school sponsored activity will be allowed to take discretionary leave.

10.2 **LEAVE OF ABSENCE**

A teacher may submit a proposal for leave to the Board for consideration. The proposal will include any effect of 12.1 (F).

10.3 **BEREAVEMENT LEAVE**

In case of death in the immediate family of (parent, grandparent, brother, sister, wife, husband, or child, uncle, aunt, niece, nephew, step-child, foster child, mother-in-law, father-in-law) each teacher will be granted up to five (5) days of bereavement leave at full salary, non-cumulative. In addition, in the case of non-family death, each shall be allowed leave which shall be deducted from bereavement leave, sick leave, or personal leave at the mutual agreement of the Administration and the Teacher.

10.4 **PROFESSIONAL LEAVE**

Approval of conferences to be attended is by the Administrator and the Board.

ARTICLE XI

FRINGE BENEFITS

11.1 HEALTH INSURANCE

- a. A comprehensive major medical and dental insurance program will be provided for each teacher. The carrier for this insurance program will be chosen by the Board and the Association. The coverage of this insurance program shall not be diminished from the general coverage of the 2022-2023 contract period without the consent of the Association.
- b. The district will provide the basic plan per year toward district insurance for the 2021-2022, 2022-2023, and 2023-2024 school years. An employee who chooses the high deductible plan may apply the difference from the high deductible plan and the basic plan to an HSA (Health Savings Account) or may apply that amount toward dental and/or vision.
- c. It is understood that the Boards' only obligation is to purchase an insurance policy and pay such amounts as agreed to here-in and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.
- d. A teacher is eligible for Board contribution as provided in this article as long as the teacher is employed by the Board. Teacher coverage will commence with the first day of employment and continue until the day immediately preceding the commencement of the next school year.
- e. A teacher on unpaid leave pursuant to this article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District Business Office the monthly premium in advance.

11.2 **WORKMAN’S COMPENSATION**

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

11.3 **RETIRED TEACHER BENEFITS**

Retired teachers shall be eligible to continue participation in the Board’s group insurance program, but shall pay the entire premiums for such coverage commencing with the date of retirement. It shall be the responsibility of said teacher to make appropriate arrangements with the School District Business Office to pay to the school district the monthly premiums in advance of premium due dates. (Unless otherwise negotiated through an Early Retirement Incentive package.)

Upon retirement from the District, the School District shall continue to pay toward the health insurance premiums at the rate specified by the Master Agreement, Article XI, 11.1b at the retiree rate for a maximum of three (3) years. In order to qualify for this retirement benefit, a teacher must have spent the last twenty (20) years of teaching, prior to retirement, in Jordan School District #1. The teacher must be drawing retirement from the Montana Teachers’ Retirement System in order to receive the insurance payment.

11.4 **NON RETURNING TEACHER’S BENEFITS**

Teachers who are dismissed, terminated, or who terminate their employment with the Board shall be eligible to continue participation in the Board’s group insurance program as per the COBRA LAW.

11.5 **FEDERAL OR GRANT MONIES**

In the event that Federal or Grant Monies become available for recruitment of teachers, teacher training, and/or class size reduction the Association agrees to allow the Board to use the money for those purposes.

ARTICLE XII

PROFESSIONAL COMPENSATION

12.1 SALARY SCHEDULE

- a. The basic salaries of teachers covered by the Agreement are set forth in APPENDIX A which is attached to this Agreement. Such salary schedule shall remain in effect during the designated periods.
- b. All teachers shall be given full credit on the salary schedule set forth in APPENDIX A for outside teaching in any school district in the State of Montana or other teaching experience in school district accredited by a recognized accrediting agency to a maximum of five (5) years. After signing a fourth contract, prior years' experience will be added up to ten years.
- c. For personnel employed for more than nine (9) months, the schedule set forth in APPENDIX A shall be increased by the factor of one-ninth (1/9th) per month in all items.
- d. The individual salary will be prorated to the individual employee's FTE.
- e. Documentation of additional professional preparation, if sufficient to advance the teacher's preparations status, shall be submitted to the administration no later than the 20th day of September. This documentation may be in the form of an official transcript, course grade slips, or an advisor's letter. However, the official transcript must be presented by December 1.
- f. Notice of intent to acquire additional preparation which will affect the salary schedule and the budget must be presented to the administration when the contract is signed, but no later than the regular May Board Meeting.
- g. Preparation beyond the B.A. and M.A. Level shall constitute fifteen (15) quarter credits or ten (10) semester credits per lane. Approval of credits shall be mutually agreed upon by the teacher and the Board based on the teacher's endorsed areas and/or future endorsed areas.

h. **Pay for Certification/Endorsements:**

The District may pay the costs for a teacher to obtain certification/endorsements only in cases where the District finds it necessary. Teachers cannot be forced to obtain additional certification/endorsements, but if the District makes a request and the teacher agrees, the District shall pay all costs associated with obtaining the certificate/endorsement. The District and the teacher will agree in writing to all costs that the District will pay for the teacher to obtain certification/endorsement(s) prior to the classes being taken. In the case of a teacher who is currently or has in the past two academic years when the District asked the teacher to obtain certification/ endorsement, the District shall reimburse the teacher for tuition, fees, and books as soon as the teacher provides receipts and/or proof of payment for such costs. All teachers who obtain the certification/endorsements paid and/or reimbursed by the District agree to remain in the District's employ for five (5) years after the certification/endorsements are obtained. If the employee leaves the District prior to the five (5) year requirement, it will be the employee's obligation to pay back Jordan Public Schools the cost of the schooling. The reimbursement cost will be prorated based on the number of years (20% each year) that were not fulfilled within the five (5) year period. For example, if an employee only stayed in the district three (3) years, the total amount of the schooling would be multiplied by 40% (two years). If the employee leaves the District prior to the five (5) year requirement, the prorated reimbursement must be paid at, or prior to, the final checkout.

Tuition Reimbursement Policy and Procedures

The School Board shall reimburse teachers for tuition and fees for the 2021-2022 and the 2022-2023 school year for courses as follows:

1. The Board shall make available for reimbursement a one-time \$1000 per teacher on an individual basis. Teachers must be in a full-time instructional position of active service at the time or request and time of reimbursement.

Temporary and substitute teachers are ineligible for the tuition reimbursement.

2. Teachers shall be eligible for one reimbursement with a maximum reimbursement of \$1000 provided the course is approved in advance by the Superintendent or his/her designee based on the following factors: it is an undergraduate or graduate course in an accredited institution, and it advances the teacher's knowledge and skills. Superintendent or his/her designee shall approve requests for reimbursement. If the Superintendent or his/her designee approves more applications than the funds available, reimbursements shall be provided to teachers in the order of the date and time of application. Teachers will not be allowed to use regular school days to take these classes.
 - i. Each teacher may elect to receive his contract in ten (10) or twelve (12) payments by notification to the Clerk of the Board.
 - j. Any newly hired teacher (this does not include rehires) will be given a one (1) time amount of \$1500.00
 - k. Upon retirement teachers with twenty (20) or more years of service to Jordan Public Schools, School District #1 will receive a one (1) time amount of \$1500.00
 - l. If notification of resignation is given to the Board prior to or at the January Board meeting, the teacher shall receive a one (1) time amount of \$500.00 bonus for teachers with 20 years plus with the Jordan School District and a \$250 bonus for teachers 1-19 years with the Jordan School District.
 - m. **PAY DEDUCTION**
Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days, shall be deducted for each day's absence.

12.2 **ABOVE SALARY SCHEDULE ALLOWANCE FOR EXTRA DUTIES (9-12)**

- a. Dollar amounts can be found in APPENDIX B.

- b. **EXTRACURRICULAR CONTRACTS**
 1. With the exception of Spring Activities notification of extracurricular positions will be determined no sooner than March 1 and no later than the regular May board meeting.
 2. Any remaining extracurricular contracts will be decided upon and completed as they are applied for.
 3. All extracurricular contracts will be signed within ten (10) working days of notification.
 4. The Board will request and review certified staff extracurricular applications before opening position(s) to the community.
 5. The Board of Trustees reserves the right to reject any or all applications.
 6. In the event that an extracurricular activity is offered as a class this payment will be null and void.

- c. **JOB DESCRIPTIONS**
 1. All teachers prior to acceptance of extracurricular contract(s) shall be thoroughly advised as to the duties of said activity (activities).

 2. The Association shall be involved in the development of the job description(s) for extracurricular activities. These job descriptions will be completed by the end of 1994.

12.3 **COMPENSATION FOR PREPARATION HOUR**

A teacher will be compensated at one-seventh (1/7th) of a certified substitute pay rate for covering another class during the preparation hour.

ARTICLE XIII

HIRING OF SUPERINTENDENT

- 13.1 a. The Association may meet in a reception with each candidate interviewing for the position of Superintendent.
- b. The Association may submit their observations of the candidates to the Board.

ARTICLE XIV

NO-STRIKE CLAUSE

14.1 **NO-STRIKE AGREEMENT**

During the term of this agreement, neither the exclusive representatives nor any employee shall engage in a strike; defined as any concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions of compensation on the rights, privileges, or obligations of employment.

ARTICLE XV

NEGOTIATION PROCEDURE

15.1 NEGOTIATIONS

- a. Either party may reopen this agreement for renegotiation by giving the other party notice of its desire to do so no later than March 1. Such notice shall describe those sections to be reopened. Time and place of meeting will be mutually agreed upon by both parties to this Agreement.
- b. Ground rules, number of proposals, and Agreement typist shall be decided at the first negotiation meeting.

ARTICLE XVI

EFFECT OF AGREEMENT

- 16.1 During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- 16.2 Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed. Copies shall be presented to all teachers employed or hereafter employed.
- 16.3 THIS AGREEMENT IS SIGNED
THIS _____ DAY OF _____ 20_____

IN WITNESS THEREOF:

ASSOCIATION PRESIDENT

SCHOOL BOARD CHAIRPERSON

ASSOCIATION SECRETARY

SCHOOL BOARD CLERK

APPENDIXES

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2021-2022 APPENDIX A

STEP	BA	BA + 1	BA + 2	BA + 3	BA + 4	BA + 5	MA	MA + 1
1	29480.00	29980.00	30480.00	30980.00	31480.00	31980.00	32980.00	33480.00
2	30480.00	30980.00	31480.00	31980.00	32480.00	32980.00	33980.00	34480.00
3	31480.00	31980.00	32480.00	32980.00	33480.00	33980.00	34980.00	35480.00
4	32480.00	32980.00	33480.00	33980.00	34480.00	34980.00	35980.00	36480.00
5	33480.00	33980.00	34480.00	34980.00	35480.00	35980.00	36980.00	37480.00
6	34480.00	34980.00	35480.00	35980.00	36480.00	36980.00	37980.00	38480.00
7	35480.00	35980.00	36480.00	36980.00	37480.00	37980.00	38980.00	39480.00
8	36480.00	36980.00	37480.00	37980.00	38480.00	38980.00	39980.00	40480.00
9	37480.00	37980.00	38480.00	38980.00	39480.00	39980.00	40980.00	41480.00
10	38480.00	38980.00	39480.00	39980.00	40480.00	40980.00	41980.00	42480.00
11	39480.00	39980.00	40480.00	40980.00	41480.00	41980.00	42980.00	43480.00
12	40480.00	40980.00	41480.00	41980.00	42480.00	42980.00	43980.00	44480.00
13	41480.00	41980.00	42480.00	42980.00	43480.00	43980.00	44980.00	45480.00
14	42480.00	42980.00	43480.00	43980.00	44480.00	44980.00	45980.00	46480.00
15	43480.00	43980.00	44480.00	44980.00	45480.00	45980.00	46980.00	47480.00
16	44480.00	44980.00	45480.00	45980.00	46480.00	46980.00	47980.00	48480.00
17	45480.00	45980.00	46480.00	46980.00	47480.00	47980.00	48980.00	49480.00
18	46480.00	46980.00	47480.00	47980.00	48480.00	48980.00	49980.00	50480.00
19	47480.00	47980.00	48480.00	48980.00	49480.00	49980.00	50980.00	51480.00
20	48480.00	48980.00	49480.00	49980.00	50480.00	50980.00	51980.00	52480.00
21	49480.00	49980.00	50480.00	50980.00	51480.00	51980.00	52980.00	53480.00
22	50480.00	50980.00	51480.00	51980.00	52480.00	52980.00	53980.00	54480.00
23	51480.00	51980.00	52480.00	52980.00	53480.00	53980.00	54980.00	55480.00

Note: 1 year of experience begins at step 2
 2 years of experience begins at step 3
 3 years of experience begins at step 4
 4 years of experience begins at step 5
 5 years of experience begins at step 6

2022-2023 APPENDIX A

STEP	BA	BA + 1	BA + 2	BA + 3	BA + 4	BA + 5	MA	MA + 1
1	29972.00	30472.00	30972.00	31472.00	31972.00	32472.00	33472.00	33972.00
2	30972.00	31472.00	31972.00	32472.00	32972.00	33472.00	34472.00	34972.00
3	31972.00	32472.00	32972.00	33472.00	33972.00	34472.00	35472.00	35972.00
4	32972.00	33472.00	33972.00	34472.00	34972.00	35472.00	36472.00	36972.00
5	33972.00	34472.00	34972.00	35472.00	35972.00	36472.00	37472.00	37972.00
6	34972.00	35472.00	35972.00	36472.00	36972.00	37472.00	38472.00	38972.00
7	35972.00	36472.00	36972.00	37472.00	37972.00	38472.00	39472.00	39972.00
8	36972.00	37472.00	37972.00	38472.00	38972.00	39472.00	40472.00	40972.00
9	37972.00	38972.00	38972.00	39472.00	39972.00	40472.00	41472.00	41972.00
10	38972.00	39472.00	39972.00	40472.00	40972.00	41472.00	42472.00	42972.00
11	39972.00	40472.00	40972.00	41472.00	41972.00	42472.00	43472.00	43972.00
12	40972.00	41472.00	41972.00	42472.00	42972.00	43472.00	44472.00	44972.00
13	41972.00	42472.00	42972.00	43472.00	43972.00	44472.00	45472.00	45972.00
14	42972.00	43472.00	43972.00	44472.00	44972.00	45472.00	46472.00	46972.00
15	43972.00	44472.00	44972.00	45472.00	45972.00	46472.00	47472.00	47972.00
16	44972.00	45472.00	45972.00	46472.00	46972.00	47472.00	48472.00	48972.00
17	45972.00	46472.00	46972.00	47472.00	47972.00	48472.00	49472.00	49972.00
18	46972.00	47472.00	47972.00	48472.00	48972.00	49472.00	50472.00	50972.00
19	47972.00	48472.00	48972.00	49472.00	49972.00	50472.00	51472.00	51972.00
20	48972.00	49472.00	49972.00	50472.00	50972.00	51472.00	52472.00	52972.00
21	49972.00	50472.00	50972.00	51472.00	51972.00	52472.00	53472.00	53972.00
22	50972.00	51472.00	51972.00	52472.00	52972.00	53472.00	54472.00	54972.00
23	51972.00	52472.00	52972.00	53472.00	53972.00	54472.00	55472.00	55972.00

Note: 1 year of experience begins at step 2
2 years of experience begins at step 3
3 years of experience begins at step 4
4 years of experience begins at step 5
5 years of experience begins at step 6

2023-2024 APPENDIX A

STEP	BA	BA + 1	BA + 2	BA + 3	BA + 4	BA + 5	MA	MA + 1
1	30473.00	30973.00	31473.00	31973.00	32473.00	32973.00	33973.00	34473.00
2	31473.00	31973.00	33473.00	32973.00	33473.00	33973.00	34973.00	35473.00
3	32473.00	32973.00	33473.00	33973.00	34473.00	34973.00	35973.00	36473.00
4	33473.00	33973.00	34473.00	34973.00	35473.00	35973.00	36973.00	37473.00
5	34473.00	34973.00	35473.00	35973.00	36473.00	36973.00	37973.00	38473.00
6	35473.00	35973.00	36473.00	36973.00	37473.00	37973.00	38973.00	39473.00
7	36473.00	36973.00	37473.00	37973.00	38473.00	38973.00	39973.00	40473.00
8	37473.00	37973.00	38473.00	38973.00	39473.00	39973.00	40973.00	41473.00
9	38473.00	38973.00	39473.00	39973.00	40473.00	40973.00	41973.00	42473.00
10	39473.00	39973.00	40473.00	40973.00	41473.00	41973.00	42973.00	43473.00
11	40473.00	40973.00	41473.00	41973.00	42473.00	42973.00	43973.00	44473.00
12	41473.00	41973.00	42473.00	42973.00	43473.00	43973.00	44973.00	45473.00
13	42473.00	42973.00	43473.00	43973.00	44473.00	44973.00	45973.00	46473.00
14	43473.00	43973.00	44473.00	44973.00	45473.00	45973.00	46973.00	47473.00
15	44473.00	44973.00	45473.00	45973.00	46473.00	46973.00	47973.00	48473.00
16	45473.00	45973.00	46473.00	46973.00	47473.00	47973.00	48973.00	49473.00
17	46473.00	46973.00	47473.00	47973.00	48473.00	48973.00	49973.00	50473.00
18	47473.00	47973.00	48473.00	48973.00	49473.00	49973.00	50973.00	51473.00
19	48473.00	48973.00	49473.00	49973.00	50473.00	50973.00	51973.00	52473.00
20	49473.00	49973.00	50473.00	50973.00	51473.00	51973.00	52973.00	53473.00
21	50473.00	50973.00	51473.00	51973.00	52473.00	52973.00	53973.00	54473.00
22	51473.00	51973.00	52473.00	52973.00	53473.00	53973.00	54973.00	55473.00
23	52473.00	52973.00	53473.00	53973.00	54473.00	54973.00	55973.00	56473.00

Note: 1 year of experience begins at step 2
2 years of experience begins at step 3
3 years of experience begins at step 4
4 years of experience begins at step 5
5 years of experience begins at step 6

**APPENDIX B
DOLLAR SCHEDULE EXTRA DUTY PAY**

1. PUPIL PARTICIPATION COMPETITIVE SPORTS (9-12)

	<u>BASE SALARY</u>	<u>YRS OF RAISE RATE</u>	
ATHLETIC DIRECTOR	5000		
EVENTS MANAGER	1575		
HEAD BASKETBALL (B)	2625	10	50
HEAD BASKETBALL (G)	2625	10	50
HEAD FOOTBALL	2625	10	50
HEAD VOLLEYBALL	2625	10	50
ASST. BASKETBALL (B)	1260	10	25
ASST. BASKETBALL (G)	1260	10	25
ASST. FOOTBALL	1260	10	25
ASST. VOLLEYBALL	1260	10	25
HEAD TRACK	1838	10	50
ASST. TRACK	840	10	25
CONCESSIONS MANAGER	1260	10	25
CHEERLEADERS	840	10	25

2. PUPIL PARTICIPATION NON ATHLETIC ACTIVITIES (9-12)

SPEECH, DRAMA, & DEBATE	1050	10	50
PLAYS	1050	10	50
YEARBOOK	1260	10	25
FCCLA ADVISOR	2000	10	25
BPA ADVISOR	2000	10	25
*FFA	840	10	25
STUDENT COUNCIL ADVISOR	840	10	25
THREE JR. CLASS ADVISORS (EA)	105		

*Counselor extended contract will be paid at the daily rate of pay and will not exceed ten (10) days.

*FFA extended contract will be paid at the daily rate of pay and will not exceed twenty (20) days

**Special Education extended contract will be paid at the daily rate of pay and days will be as per IEP requirements.

3. PUPIL PARTICIPATION COMPETITIVE SPORTS (4-8)

HEAD FOOTBALL	525
ASST. FOOTBALL	263
HEAD VOLLEYBALL	525
ASST. VOLLEYBALL	263
HEAD BOYS BASKETBALL	525
ASST. BOYS BASKETBALL	263
HEAD GIRLS BASKETBALL	525
ASST. GIRLS BASKETBALL	263
TRACK	525

4. PUPIL PARTICIPATION NON ATHLETIC ACTIVITIES (K-12)

PEP BAND	1050	10	25
ACADEMIC OLYMPICS/ HONOR SOCIETY	750	10	25
ADMINISTRATIVE ASSISTANT	1500		
STRENGTH & CONDITIONING	500		

Any staff member chaperoning the Legislative Trip shall receive a stipend of \$200 per day if they travel on a non-school day and \$200 for the night on school days.

All meals will be paid for staff on school related trips.

Note: Raises will be based on each consecutive year of extra-curricular.

APPENDIX C

GRIEVANCE REPORT FORMS

Aggrieved Person _____

Date Filed _____

1. Date Grievance Occurred _____

2. Statement of Grievance _____

3. Action Requested or Relief Sought _____

LEVEL I

1. Decision of Administrator _____

Signature of Administrator _____ Date

2. Aggrieved Person's Response:

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

Signature of Aggrieved _____ Date

LEVEL II

1. Date received by Administrator from the Association and/or the aggrieved: _____

2. Decision of Administrator: _____

Signature of Administrator _____ Date

3. Association and/or aggrieved person's response:

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

Signature of Aggrieved _____ Date

LEVEL III

1. Date received by Board of Trustees: _____

2. Decision of the Board: _____

Signature of Board Chairman

Date

3. Association and/or Aggrieved Person's response:

_____ I accept the above decision.

_____ I hereby reject the above decision.

Signature of Association President

Date

Signature of the Aggrieved

Date

APPENDIX D

SICK LEAVE BANK

The purpose of the Sick Leave Bank shall be to provide certified employees who qualify by membership in the Bank and have depleted their discretionary leave with additional discretionary leave hours needed to recover from major illness or injury which causes absence from work and loss of pay.

ADMINISTRATION

The Sick Leave Bank shall be administered by the Sick Leave Council in conformance with the regulations set forth in this agreement.

The Sick Leave Council shall be composed of two (2) Board Members, two (2) teachers, one from the elementary and one from the high school, appointed by the JEA, and one (1) administrator.

The council shall annually review and/or revise the guidelines, rules, regulations, and reporting procedures necessary to implement the Sick Leave Bank.

The guidelines, rules, and regulations shall be subject to approval of the Board of Trustees and the JEA.

ELIGIBILITY

Certified staff, who have donated two (2) or more days of discretionary leave, shall be eligible for its services.

MEMBERSHIP

Employees who donate two (2) days of accumulated discretionary leave to the Sick Leave Bank shall be members of the Bank and are eligible for its services.

In the event the Sick Leave Council assesses additional days to keep the Bank solvent, a member must donate the required additional days to continue his membership in the Bank.

ENROLLMENT

The enrollment period shall be May 1 through June 1 each year, or within thirty (30) calendar days of initial employment.

COMPENSATION & EMPLOYMENT BENEFITS

The employee must donate two (2) days of discretionary leave to the Bank during the enrollment period to become a member and a minimum of one (1) additional day must be donated within the next five (5) year period to continue membership.

Days donated to Sick Leave Bank shall be non-returnable to the donor as accumulated discretionary leave in the event of loss of Bank membership or separation or transfer from the district.

MAXIMUM CAPACITY

The Sick Leave Bank shall accumulate unused Bank days from year-to-year to a maximum capacity which shall not exceed 180 days.

MAXIMUM WITHDRAWL

The maximum number of days that shall be available for withdrawal for all eligible employees' use in any one (1) year shall not exceed the Bank's maximum capacity.

Maximum withdrawal for any individual eligible employee shall not exceed the remaining days on his contract.

The Sick Leave Bank shall not be used for maternity leave unless complications exist during pregnancy, delivery, or recovery.

REGULATIONS

The employee, or his designated person when the employee is incapable, shall secure written evidence from the School District's business office that all accumulated discretionary leave has been used.

The employee, or the designee when the employee is incapable, shall secure written proof from a medical doctor of illness or injury adequate to protect the District against malingering and false claims of illness.

The employee, or the designee when the employee is incapable, shall submit a written request for the desired number of discretionary days to the Sick Leave Council. The request shall include reasons for the absence and be accompanied by the support documents listed above.

The employee, or the designee when the employee is incapable, shall secure written notice of the employee's "back to work" date. Also, if return to work shall be on a part-time basis, this must be specifically noted as well as any subsequent related visits to a doctor's office or medical facility during school hours.

Each prolonged illness or injury must be preceded by loss of pay for three (3) days before the same employee is eligible to draw on the Sick Leave Bank again in the same school year.

The Sick Leave Council shall make a final approval or disapproval of the request in full or in part in writing to the employee within five (5) working days of the receipt of their request and support documents.

If the employee's request is approved, immediate transfer of the approved number of days, in full or part, from the Sick Leave Bank to the employee shall be made in writing to the District Office.

Grants will normally be retroactive. However, the Sick Leave Council may grant days in advance when the need is supported by appropriate medical evidence.

DUE PROCESS

Each member of the Sick Leave Bank has been guaranteed and afforded "Due Process".

JEA SICK LEAVE BANK AGREEMENT

I hereby donate _____ days of discretionary leave to the JEA Sick Leave Bank. I have been informed that an employee of the Board may accumulate a maximum of sixty (60) discretionary leave days.

Signature of Employee

Date

Signature of District Clerk

Signature of Bank Chairperson

REQUEST TO BORROW FROM SICK LEAVE BANK

Name of Employee: _____

Position: _____

Date of Request: _____

Dates Absent: _____

Total number of days requested from Sick Bank:

(Three days must be taken as leave without pay prior to loan.)

REASON FOR REQUEST:

REQUEST APPROVED: _____

REQUEST DENIED: _____

DATE: _____

SIGNATURE OF TEACHER: _____

COUNCIL CHAIR: _____

APPENDIX E

TEACHER EVALUATION: PHILOSOPHY AND PROCEDURES

- A. A school system has the responsibility to create a cooperative working climate which will help and encourage each individual to improve effectiveness. Performance appraisal is a continuous, constructive, and cooperative responsibility of both the appraisee and the evaluator.

Evaluation is something that should be done **with** an employee and not **to** an employee.

Evaluation has one main purpose, to provide a better educational program for the students by improving instruction.

Evaluation comments should include a teacher's strengths as well as weaknesses.

- B. All teachers should be thoroughly advised during orientation regarding the evaluative procedures and instruments.
- C. Evaluation should be a continuous process utilizing several components. While the formal visitation and subsequent conferences are basic requirements, recognition of casual day-to-day observation may also contribute to the effectiveness of the total evaluation. It is required that any reference to the informal observation be discussed and recorded as a part of the formal conference between the evaluator and the individual staff member.
- D. Items to be placed in the teacher's permanent file shall be discussed between the teacher and the evaluator and shall be signed by the teacher to signify notification that the item will be placed in the file. The teacher shall be provided the opportunity to write a rebuttal to the evaluator's conclusion.
- E. The completion of the evaluation shall be the responsibility of the school administrator.

This evaluation is to be done simply and subscribe to the following timetable.

BEGINNING TEACHERS (A teacher who has never taught before in any system.)

By November 1, the first evaluation should be completed. A second evaluation should be completed by March 1.

It is recommended that the School Administrator visit the classes of the beginning teacher (even briefly) several times prior to the deadline, work with the teacher, give suggestions for helping the teacher, etc.; and then give the summary of these impressions on the evaluation sheet followed by a conference with the teacher regarding this formal evaluation.

ALL OTHER TEACHERS

By the end of the first semester, an evaluation should be completed.

The above minimum does not limit the number of evaluations to be offered a teacher, nor does it preclude any evaluation after the end of the first semester. Evaluation is ongoing and continuous. These guidelines are minimal and establish requirements for formal visitation and evaluation report conferences.

- F. Each teacher will be provided a copy of the formal evaluation report. Each teacher will have a conference with the evaluator. At this time both teacher and evaluator will review the observations and visitations. The teacher's signature will indicate he has seen the evaluation and had a conference. The evaluated teacher has the right to submit a written rebuttal to be included with the report. The teacher will respond with written comments within ten (10) calendar days of post conference.
- G. Each teacher shall be provided definite, positive assistance to correct professional difficulties and will have the indicated time to implement the recommended changes.
- H. Visitations and observations of the teacher's activities shall be conducted openly with subtlety and discretion on the part of the evaluator.
- I. Evaluation will continue regularly throughout the teacher's service.
- J. Evaluation should take note of special circumstances, physical circumstances which limit certain classroom activities, a teacher of special students or low achievers uses techniques different from those used by a teacher in a regular classroom, etc...
- K. No evaluation report form shall be filed or used in any other way before the conference between the teacher and the evaluator.
- L. No teacher will be asked to sign a blank or incomplete evaluation form.
The teacher has the right, upon request, to review the contents of his evaluation file.

TEACHER ASSESSMENT AND EVALUATION
JORDAN PUBLIC SCHOOLS

TEACHER _____ DATE _____

GRADE-SUBJECT AREA _____

EVALUATOR _____

BASIC PURPOSE: The purpose of this form is to improve the quality of education, to clarify the performance expected of the employee, to identify the outstanding performances of the employee, to identify phases of the employee's performance which are in need of improvement, to assess the performance of the employee for the purpose of granting contract renewal and to determine the needs and kinds of in service training.

You will be rated on the criteria using the following scale:

<u>CODE</u>	<u>SCALE</u>
1-----	Satisfactory (Acceptable Performance)
2-----	Needs Improvement (This rating requires Evaluator comment and may require Plan of Assistance)
X-----	No Opportunity to Observe

EVALUATOR'S
SIGNATURE _____ DATE _____

TEACHER'S
SIGNATURE _____ DATE _____

"My signature indicates only that I have seen this document and does not necessarily imply agreement with its contents. I reserve the right to attach written comment within ten (10) calendar days."

1. **INSTRUCTIONAL COMPETENCE**

A. _____ DISPLAYS BASIC KNOWLEDGE OF SUBJECT MATTER

Domain 1; c

Evaluator Comments:

Teacher Comments:

B. _____ CLASSROOM INSTRUCTION PLANNING

Domain 1; a, b, e

Domain 3; b, d, e

Evaluator Comments:

Teacher Comments:

C. _____ INSTRUCTIONAL PROCEDURE

Domain 1; b, d, e

Domain 3; a, b, c, d, e

Evaluator Comments:

Teacher Comments:

D. _____ LEARNING CLIMATE/MAINTAINS FUNCTIONAL AND
ATTRACTIVE ROOM

Domain 2; a, c, d

Domain 3; a, b

Evaluator Comments:

Teacher Comments:

E. _____ MAINTAINS GOOD CLASS CONTROL/HANDLES
DISCIPLINE WELL

Domain 2; b

Evaluator Comments:

Teacher Comments:

II. PROFESSIONAL ATTITUDES

A. _____ ENTHUSIASM FOR TEACHING

Domain 4; d, e

Domain 2; c

Evaluator Comments:

Teacher Comments:

B. _____ COOPERATION

Domain 4; a, e

Evaluator Comments:

Teacher Comments:

C. _____ CONFIDENTIALITY, JUDGEMENT, AND UNDERSTANDING

Domain 4; c, d

Evaluator Comments:

Teacher Comments:

III. PERSONAL ATTRIBUTES

A. _____ INTERACTS WELL WITH STUDENTS

Domain 1; d

Domain 2; b, c

Domain 3; c

Evaluator Comments:

Teacher Comments:

IV. ADMINISTRATIVE RESPONSIBILITIES

**A. _____ COMPLIES WITH REQUESTS FOR CLASS/SCHOOL
RELATED INFORMATION IN A TIMELY MANNER**

Evaluator Comments:

Teacher Comments:

**B. _____ KEEPS LESSON PLANS AND GRADE BOOKS
ACCURATELY AND UP TO DATE**

Domain 4; b

Domain 1; a

Evaluator Comments:

Teacher comments:

PLAN OF ASSISTANCE

TO: _____

OBSERVATION CONDUCTED ON _____

INDICATES THAT THE FOLLOWING FACTORS NEED IMPROVEMENT

- 1.
- 2.
- 3.
- 4.

PRESCRIPTION

IT IS EXPECTED THAT THE TASKS INVOLVED IN PLANNING AND ORGANIZATION WILL BE ACCOMPLISHED AND UP-TO-DATE AT ALL TIMES. THIS EXPECTATION CAN BE ACHIEVED BY:

- 1.
- 2.
- 3.

ALL RESOURCES ARE AT HAND TO ACCOMPLISH THE TASKS LISTED ABOVE:

- 1.
- 2.
- 3.

PROGRESS TOWARD ACHIEVEMENT OF THE DESIRED RESULTS WILL BE MONITERED AS FOLLOWS:

- 1.
- 2.
- 3.

ACHIEVEMENT OF THE DESIRED RESULTS MUST BE COMPLETED BY:

SUPERVISOR: _____ **DATE** _____

TEACHER: _____ **DATE** _____

Domains

Domain One:

1. Planning and Preparation

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

Domain Two:

2. Learning Environment

- a. **Managing Learning Environment Procedures**
The teacher has clearly defined procedures for managing learning time, transitions between learning events, and routine procedures that maximizes learning time.
- b. **Managing Student Behavior**
The teacher establishes behavioral expectations and consequences, and monitors student conduct. The teacher responds to student behavior in appropriate and effective ways to minimize disruptions.
- c. **Establishing a Culture of Learning**
The teacher creates an atmosphere in which learning is valued. Teacher-to-student and student-to-student interactions show rapport that is grounded in mutual respect.
- d. **Organizing Physical Space**
The teacher organizes, allocates, and manages physical space to create a safe learning environment. The teacher uses physical resources to contribute to effective instruction and makes resources accessible to all students.

Domain Three:

3. Instructional Effectiveness in Learning

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

Domain 4:

4. Professional Responsibilities

- a. Communicating with Families**
The teacher shares information about the school's educational program and expectations for student performance. The teacher develops a mechanism for two-way communication with families about student progress, behavior, and personal needs or concerns.
- b. Developing and Maintaining an Accurate Record System**
The teacher keeps records of attendance, disciplinary actions, emergency contact information, and personal information. Teacher shares relevant information with appropriate school personnel.
- c. Demonstrating Professional Work Ethic**
The teacher adheres to district policy, procedures, and the Montana Code of Ethics. The teacher demonstrates leadership through honesty and integrity in relations with students, staff and the community.
- d. Growing and Developing Professionally**
The teacher chooses and participates in professional growth that is aligned with his or her professional needs and aligned with the needs of the students, school, or district.
- e. Reflecting on Professional Practice and Engaging in a Professional Community**
The teacher engages in reflective thinking as an individual, as a team participant, or as a school community member with the goal of improving instruction and learning for all students.

Examples of Evidence

Domain One

- *Detailed lesson and unit plans
- *Goals that reflect district content standards
- *Interest surveys for students
- *Learning style or Multiple Intelligence surveys
- *Parent surveys regarding the interests and strengths of his or her child
- *Explanations of resources to be used for the unit or lesson
- *Descriptions of activities to be used and how the activities will align to instruction
- *Descriptions of strategies to be used to construct the classroom environment
- *Descriptions of strategies to be used to instruct students with diverse needs
- *Formative and summative assessments

Domain Three

- *Materials used during instruction
- *Student work (i.e., Web based, virtual hard copy)
- *Written feedback provided to students during instruction
- *Copies of assessments used during the instructional period
- *Scoring guides used to assess student work
- *Homework assignments
- *Video and audio of student performances
- *Photographs of student-generated work

Domain Two

- *Copies of documents used to establish management procedures
- *Diagrams and photographs of the classroom(s)
- *Rules directed at keeping students safe during instruction
- *Documents indicating the consequences and rules for behavior
- *Documents sent home to parents about rules and procedures
- *Seating charts
- *Class schedules
- *Student climate survey results

Domain Four

- *Logs of communication with families
- *Communications sent home to families
- *Samples of email communications with families
- *Interactive websites that provide information about events in the classroom homework, and student progress
- *Documents that demonstrate that parents are encouraged to actively assist in his or her child's education
- *Professional Responsibilities and Goal(s) Form
- *Writings and videos of best professional Practice (i.e., National Board Certification Program)

APPENDIX F

Drug/Alcohol Testing for Employees

The District shall adhere to federal law and regulations requiring an employee controlled substance and alcohol testing program. The program as outlined below shall be implemented beginning July 1, 2005.

Before controlled substance and alcohol tests are performed, the District shall inform employees that the tests are given pursuant to the Code of Federal Regulations, Title 49, Part 382. Testing procedures and facilities used for the tests shall conform with the requirements of the Code of Federal Regulations, Title 49, Part 40.

Pre-/Employment Tests

Controlled substance tests shall be conducted before the first time an employee begins duties for the District. Duties include all on duty functions performed from the time an employee begins work or is required to be ready to work until s/he is relieved from work and all responsibility for performing work.

The test shall be required of an applicant only after s/he has been conditionally offered the position. Exceptions may be made for employees who have participated in a controlled substance testing program that meets the requirements of the Board within the previous thirty (30) days, provided that the District has been able to make all verifications required by law.

Pre-employment tests will be paid for by the School District. If an employee tests *positive and the test results cannot be attributed to the use of medication prescribed to the potential employee by his/her physician, the potential employee **will not** be offered the position.

***An alcohol test of .02 or above will be considered positive.**

Random Tests

Tests may be conducted on a random basis at unannounced times throughout the year. Employees shall be selected by a scientifically valid random process, and each employee shall have an equal chance of being tested each time selections are made.

Random tests shall be paid for by the school district. However, should an employee test positive, s/he shall be required to reimburse the school district for the cost of the test. In addition, the individual will be suspended without pay for a period equal to the number of days required for attendance to an administrative approved chemical abuse program. The cost of rehabilitation and all costs associated with the chemical abuse program including transportation, will be assumed by the employee. Failure to complete a chemical abuse program may result in termination from employment. Any employee, who tests positive for drugs and/or alcohol for a **second** time during the course of his/her employment, shall be terminated from his/her employment.

Reasonable Suspicion Tests

Tests shall be conducted when the Superintendent has reasonable suspicion that an employee has violated the district's alcohol or controlled substance prohibitions. This reasonable suspicion must be based on specific contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or body odors. With respect to controlled substances, the observations may include indications of the chronic and withdrawal effects of controlled substances.

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before, or just after the period of the workday when the employee must comply with alcohol prohibitions. An alcohol test may not be conducted by the same person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the district shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight (8) hours. Even if a test cannot be conducted within eight (8) hours, the district has the right to remove an employee whose appearance gives rise to a “reasonable suspicion” from duties until a negative test is obtained or twenty-four (24) hours has elapsed.

The Superintendent who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

All negative reasonable suspicion tests shall be paid for by the school district. Employees shall pay for all positive tests. In addition, attendance at an approved chemical abuse program as described for positive random testing shall be required. Consequences as explained for positive random testing shall apply in these cases.

Return to Duty Tests

A controlled substance and/or alcohol test shall be conducted when an employee who violated the District’s controlled substance or alcohol prohibition returns to performing duties.

Employees whose conduct involved controlled substances cannot return to duty until the return-to-duty controlled substance test produces a verified negative result. Employees whose conduct involved alcohol cannot return to duty until the return-to-duty alcohol test produces a verified result that meets federal and district standards.

Employees shall pay for all return-to-duty testing. The substance abuse professional will prescribe the rehabilitation program to be followed. Failure to follow the prescribed program may result in termination.

Employee Requested Drug Testing

An employee who questions the results of a confirmed positive drug/alcohol test may request an additional test be conducted. The “new” test must be conducted on the split sample that was provided at the same time as the original sample. The method of collecting, storing, and testing the split sample will be consistent with procedures set forth in 49 CFR Part 40, as amended.

The employee request for a retest must be made within seventy-two (72) hours of notice of the initial test result. All costs for a retest on the split sample will be paid by the employee unless the second test invalidates the original test.

Enforcement

Any employee who refuses to submit to random, reasonable suspicion, or follow-up tests shall not perform or continue to perform duties. They may be terminated from their employment.

Employees who test positive for alcohol and/or a controlled substance shall be subject to disciplinary action up to and including dismissals as indicated within the school's policy.

An employee who violates district prohibitions related to controlled substances and/or alcohol shall receive from the district the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve controlled substance and alcohol-related problems. The employee shall determine what help, if any, the employee needs in resolving such a problem. Any substance abuse professional who determines that an employee needs assistance shall not refer the employee to a private practice, person, or organization in which s/he has a financial interest, except under circumstances allowed by law.

An employee identified as needing help in resolving a controlled substance or alcohol problem shall be evaluated by a substance abuse professional to determine that s/he has properly followed the prescribed rehabilitation program and shall be subject to unannounced follow-up tests after returning to duty, all at employee expense.

Records

Employee controlled substance and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with law.

Notification

Each employee shall receive educational materials that explain the requirements of the code of Federal Regulations, Title 49, Part 382, together with a copy of the district's policy addressing those requirements. Representatives of employee organizations shall be notified of the availability of this information. The information shall identify:

1. The person designated by the district to answer employee questions about the materials;
2. The categories of employees who are subject to the Code of Federal Regulations, Title 49, Part 382;
3. Sufficient information about the duties performed by employees to make clear what period of the work day the employee is required to comply with Part 382;
4. Specific information concerning employee conduct that is prohibited by Part 382;
5. The circumstances under which an employee will be tested for controlled substances and alcohol under Part 382;
6. The procedures that will be used to test for the presence of controlled substances and alcohol, protect the employee and the integrity of the testing processes, safeguard the validity of test results and ensure that test results are attributed to the correct employee;
7. The requirement that an employee must submit to controlled substance and alcohol tests administered in accordance with Part 382;
8. An explanation of what constitutes a refusal to submit to a controlled substance or alcohol test and the attendant consequences;

9. The consequences for employees found to have violated the controlled substance and alcohol prohibitions of Part 382, including the requirement that the employee be removed immediately from duties and the procedures for referral, evaluation, and treatment;
10. Information concerning the effects of controlled substance and alcohol on an individual's health, work, and personal life; signs and symptoms of a controlled substance or alcohol problem; and available methods of intervening when a controlled substance or alcohol problem is suspected, including confrontation, referral to an employee's assistance program and/or referral to management.

Employees shall also receive information about legal requirements, district policies, and disciplinary consequences related to the use of alcohol and controlled substances.

Each employee shall sign a statement certifying that s/he has received a copy of the above materials.

The District shall notify an employee of the results of random, reasonable suspicion, and controlled substance tests if the test results are verified. The District shall also tell the employee which controlled substance(s) were verified as positive.

Employees shall inform the administrator of the test of any controlled substance(s) which their physician has prescribed for therapeutic purposes. Such a substance may be used only if the physician has advised the employee that it will not adversely affect his/her ability to perform his/her duties.

Employees taking medication may be asked to provide a statement from a physician familiar with the employee's medical history and the requirements of the job releasing the employees to perform their duties when using the medication at the prescribed level. If such a release cannot be obtained, a medical leave of absence will be considered until the medical condition is resolved to the extent that a medical release can be obtained or the medication is no longer required.

APPENDIX G

Video Surveillance

The Board authorizes the use of video cameras on District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property and to safeguard District buildings, grounds, and equipment.

The Superintendent will approve appropriate locations for video cameras. The Superintendent will notify staff and students through staff and student handbooks or by other means that video surveillance may occur on District property.

The District may choose to make video recordings as part of a student's educational record or of a staff member's personnel record. The District will comply with all applicable state and federal laws related to record maintenance and retention.

Video recordings will be totally without sound.

Video recordings will not be used as any part of the evaluation process.