

**2019-2020
&
2020-2021**

COLLECTIVE BARGAINING AGREEMENT

between the

EKALAKA TEACHERS' ASSOCIATION

an affiliate of the

Montana Federation of Public Employees (MFPE)

and the

National Education Association

and the

EKALAKA UNIFIED BOARD OF TRUSTEES

Ekalaka, MT

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION

1.1 Association Recognition	1
1.2 Appropriate Unit Recognition.....	1
1.3 Dues Indemnification.....	1

ARTICLE 2 – TEACHER RIGHTS

2.1 Association Activities.....	1
2.2 Appearance before Employer.....	1
2.3 Discipline.....	2

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 Definition.....	2
3.2 Rights to Representation.....	2
3.3 Individual Rights.....	2
3.4 Procedure.....	3
3.5 Election of Remedy.....	5
3.6 Cooperation.....	5
3.7 Time Limits.....	5
3.8 No Reprisals.....	5
3.9 Personnel Files.....	5

ARTICLE 4 – EVALUATION OF PROFESSIONAL STAFF

4.1 Evaluation Method.....	5
4.2 Evaluation Conferences.....	6
4.3 Observations.....	6
4.4 Evaluation of Professional Staff.....	6

ARTICLE 5 - TEACHER LEAVES

5.1 All Leave.....	6
5.2 Sick Leave.....	7
5.3 Sick Leave Termination Pay.....	8
5.4 Bereavement Leave.....	9
5.5 Professional Leave.....	9
5.6 Personal Leave.....	9
5.7 Leave of Absence.....	10
5.8 Work Day.....	10
5.9 Inclement Weather.....	11

ARTICLE 6 – PROFESSIONAL COMPENSATION

6.1 Basic Salary Schedule.....	11
6.2 Recognition of Experience.....	11
6.3 Recognition for Additional Preparation.....	11
6.4 Pay and Expenses for Required Training.....	12
6.5 Extra-Duty.....	12

ARTICLE 7 – ABOVE-SCHEDULED ALLOWANCES FOR EXTRA-DUTIES

7.1 Indexed Schedule.....	12
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ARTICLE 8 – FRINGE BENEFITS

8.1 Health Insurance.....	13
8.2 District Obligation.....	14
8.3 Continuity of Coverage.....	14
8.4 Benefits.....	14
8.5 Flexible Compensation (IRS Code Section 125).....	14
8.6 Employer Contributions.....	14

ARTICLE 9 – LAYOFF AND RECALL

9.1 Conditions of Layoff or Reduction in Force.....	15
9.2 Notification of Layoff or Reduction in Force.....	15
9.3 Layoff or Reduction in Force Procedure.....	15
9.4 Seniority.....	15
9.5 Recall Procedures.....	16
9.6 Layoff Benefits.....	17
9.7 Effect.....	17

ARTICLE 10 – EFFECT OF AGREEMENT

10.1 Changes in Agreement.....	17
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ARTICLE 11 – DURATION OF AGREEMENT

11.1 Effective Period.....	17
11.2 Renewal and Reopening of Agreement.....	17
11.3 Mediation.....	18
11.4 Interest Arbitration.....	18
11.5 No Strike.....	18
11.6 Individual Contract Termination.....	18
11.7 Exclusions from Contract Termination Policy.....	18

ARTICLE 12 – MANAGEMENT RIGHTS & EFFECT OF LAWS, RULES, AND REGULATIONS	
12.1 Management Rights of Public Employers.....	19
12.2 Effect of Laws, Rules and Regulations.....	19
ARTICLE 13 – SCHOOL YEAR.....	19
ARTICLE 14 – TELECOMMUNICASTING.....	20
APPENDIX B-SALARY SCHEDULE.....	22
APPENDIX C-GRIEVANCE REPORT FORM.....	29
APPENDIX D-SICK LEAVE BANK FORM.....	24
CERTIFICATED EVALUATION REPORT.....	26

PREAMBLE

This Agreement is entered into between the Unified Board of Trustees, Elementary School District 15 and Carter County High School, Carter County, Montana, hereinafter referred to as the District, and the Ekalaka Teachers' Association, an affiliate of the Montana Federation of Public Employees (MFPE) and the National Education Association, hereinafter referred to as the Association.

ARTICLE I RECOGNITION

1.1 Association Recognition

The District hereby recognizes the Association as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit. The District agrees not to bargain with or recognize any other organization purporting to represent the members of the appropriate unit for the duration of this Agreement, or until and unless so ordered by the Board of Personnel Appeals.

1.2 Appropriate Unit Definition

The appropriate unit consists of all employees who are certified in Class 1, 2, 4, or 5 as provided in Section 20-4-106 MCA or employees whose position requires certification in contact with students or other services of a professional nature, but shall exclude those positions which are primarily administrative: superintendents, assistant superintendents, principals, assistant principals, supervisors, deans, together with other exempt positions and any and all classified positions.

1.3 Dues Indemnification

The District is responsible only for the deduction of money for payment to the Association when the individual so authorizes in writing. The Association will defend and hold harmless the District, its Board members and administrators from any law suit which may result from such deductions.

ARTICLE 2 TEACHER RIGHTS

2.1 Association Activities

The District will not discriminate against any teacher with respect to wages, hours, fringe benefits or other conditions of employment because of his or her membership in the Association or participation in any of its activities, including negotiations with the District; nor shall the District discriminate against any teacher because of his or her involvement in the processing of a grievance under Article 3, either as a grievant or as a witness. Neither will the Association discriminate against any administrator, Board member or staff member for his or her involvement or refusal to become involved in negotiations, the processing of grievances or other matters.

2.2 Appearance before Employer

A teacher shall be entitled to have present another teacher or teachers during any appearances before the Board of Trustees concerning any matter which could adversely affect the teacher's position, employment, salary, or any increments thereto pertaining. A teacher shall be given prior written notice of the reason for such a meeting or interview and shall be advised in advance of the right to representation under this provision of the Agreement. Prior written notice could include public posting of meeting agenda.

2.3 Discipline

1. Teachers shall not be disciplined, reprimanded, suspended, reduced in compensation, or adversely evaluated, without due process and just cause.
2. Searches: Prior to searching a teacher's room, the Union President or Vice President shall be informed and allowed to observe the process. In the event the Union President or Vice President is unavailable, a Union member shall be invited. This does not apply to randomly conducted searches using trained personnel searching for illegal contraband.
3. A tenured teacher's contract cannot be nonrenewed or terminated without just cause. A nontenure teacher's contract cannot be nonrenewed unless the District follows the evaluation procedures provided for in Article 4.

ARTICLE 3 GRIEVANCE PROCEDURE

3.1 Definitions

1. A grievance is a written and signed complaint by a grievant who is a teacher, group of teachers, or the Association whose employment is covered by this Collective Bargaining Agreement alleging a violation, misinterpretation or inequitable application of one or more provisions of this Agreement. The grievance must:
 - A. Specifically state the provision(s) of this Collective Bargaining Agreement which are alleged to have been violated.
 - B. State clearly and concisely all facts which are the basis of the grievance.
 - C. Specify the remedy requested which may not include action or relief extending retroactively beyond one year prior to the date of filing.
 - D. Be filed within fifteen (15) working days of the occurrence of or knowledge of the alleged violation.
 - E. A working day shall be defined as Monday through Friday with the exception of federal holidays.
2. Any complaint or question relating to coverage or benefits provided or denied by any group insurance carrier/administrator is not subject to this grievance procedure.

3.2 Rights to Representation

1. At least one Association representative may be present for any meeting, hearing, appeal, or other proceeding related to a grievance which has been presented under Section 3.4 for which the grievant is present.
2. When it is necessary for a teacher to investigate a grievance during the teachers' normal work day or to attend a meeting or hearing called by the District and held in connection therewith, he or she will be released from normal duties for a reasonable time, without loss of pay.

.3 Individual Rights

Nothing in the foregoing shall be construed in any way as limiting the rights of any employee to discuss any matter informally with the Board of Trustees, the Superintendent or any other District employee/representative when and where such discussions do not interfere with his/her work or the work of school District employees.

3.4 Procedure

STEP # 1: The parties acknowledge that it is usually most desirable for a teacher and immediate supervisor to resolve problems through free and informal communications. Within fifteen (15) working days of the occurrence of or knowledge of the act or condition which is the basis of the complaint, the grievant shall present the grievance in writing to the Superintendent, who will arrange for a meeting to take place within five (5) working days after receipt of the grievance. The grievant, an Association representative at the grievants' option and the Superintendent shall be present for the meeting. The parties shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. The Superintendent shall provide the grievant with a written answer to the grievance within five (5) working days after the meeting. Such answer shall include but not be limited to the reasons upon which the decision was based.

STEP #2: Appeal to the Board of Trustees.

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the period above provided, the grievance may be submitted by the grievant together with the Association to the Board of Trustees, so long as such appeal is made within five (5) working days of the receipt of the Superintendent's response at Step # 1. The Board of Trustees shall consider the matter at the next regular meeting, except when the appeal is made less than three (3) working days before such meeting.

The Board of Trustees shall issue a written decision on the matter to the grievant no later than fifteen (15) working days after such Board meeting.

STEP #3: Mediation

The Association has five (5) working days from receipt of the written response of the Board of Trustees to submit the grievance to the Board of Personnel Appeals (BoPA) 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 statement with regard to any mediation conducted by him in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.

STEP #4 Binding Arbitration

If the BoPA refuses to assign a mediator or if the assigned mediator determines that the grievance is not likely to be resolved, or after sixty (60) working days, which ever occurs first, the Association shall exercise its right of arbitration by providing the Superintendent with written notice of its intention to submit the grievance to arbitration. Within ten (10) working days after written notice to the Superintendent, the Association shall, in writing, request a list of five (5) impartial arbitrators be provided by the BoPA.

A. SELECTION

Within ten (10) days after receipt of the list of potential arbitrators, the Arbitrator shall be selected from a list provided as follows:

1. The Association shall strike one name;
2. The District shall strike one name;
3. The Association shall strike a second name;
4. The District shall strike a second name;
5. The parties shall notify the BOPA of the remaining name who shall be appointed Arbitrator to hear the grievance.

Should either party fail to participate in the arbitrator selection process, the other party may demand the BoPA appointment of an arbitrator.

B. FUNCTION

The function of the Arbitrator shall be to adjudicate controversies involving alleged violations of specific Articles or Sections of this Agreement.

C. POWER

1. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any term or terms of this Agreement or to enter any new provision into this Agreement.
2. The Arbitrator shall have no power or authority to establish wage scales.
3. The Arbitrator shall be limited to deciding whether the employer has violated the expressed Articles or Sections of this Agreement as alleged in the grievance, it being clearly understood that any matter not specifically established within this agreement remains within the rights and prerogatives of the employer.

C. 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, nor anything said or done for the first time by either party at mediation may be submitted to the Arbitrator. At the conclusion of the hearing, the parties shall have thirty (30) working days to submit post hearing briefs and another twenty (20) working days to submit reply briefs.

D. JURISDICTION

The Arbitrator shall have jurisdiction over grievances properly brought before the Arbitrator pursuant to the terms of this procedure. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. 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. In considering any grievance, the Arbitrator shall give due consideration to the statutory right and obligations of the District to efficiently manage and conduct the operations of the District.

E. DECISION

Within thirty (30) days following the submission of the reply briefs, the Arbitrator shall render an opinion and award. The Arbitrator's award shall not include

perspective nor punitive damages, nor shall the Arbitrator provide or order any action or relief extending retroactively beyond one year prior to the date of the original grievance. The Arbitrator's decision shall be final and binding.

F. ARBITRATION COSTS

Each party shall be responsible for its own expenses relative to this grievance procedure. The Arbitrator's fees, expenses and other related costs shall be shared equally by the parties except that the Arbitrator shall assess his or her entire fee on the grievant or Association if the Arbitrator is asked to rule on arbitrability, and he or she finds that the grievance was frivolous or not arbitrable.

3.5 Election of Remedy

Election of remedy will follow Montana Law 39-31-306(5).

3.6 Cooperation

The Board of Trustees, the Administration and the Association will cooperate in the investigation of grievances and will make available any reasonable access to such public information as is appropriate and necessary for the processing of any grievance. No officer, agent or representative of the Association may solicit grievances but may receive, discuss, and handle grievances only when and where such activities do not interfere with their work or the work of District employees.

3.7 Time Limits

1. Should the grievant or the Association fail to timely file or advance a grievance, the grievance shall become void and forever waived unless extended by mutual written agreement of the parties. Should the District, its agents or representatives fail to provide a timely response at any step of this procedure, such failure shall be considered a denial of the grievance, and the grievance may be timely advanced to the next step of this procedure.
2. Any grievance may be processed through this procedure until resolution, even if this Agreement expires.

3.8 No Reprisals

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

3.9 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. (See Appendix C for Grievance Report Form.)

ARTICLE 4 EVALUATION OF PROFESSIONAL STAFF

4.1 Evaluation Method

In order to assure a high quality of teacher performance and to advance the instructional programs of the District, a continuous program for teacher evaluation shall be established, and regular reports shall be made to the Board of Trustees concerning the outcome of these evaluations. The evaluation process shall include:

1. The development and periodic review of techniques and procedures for making evaluations.

2. Interpretation of the information gained in the evaluation process in terms of the objectives of the instructional program.
3. The application of the information gained to the planning of staff development and inservice training activities which are designed to improve instruction and increase teacher competence.
4. The evaluation process shall include supervisor-initiated observations. Each nontenure teacher shall receive at least two formal written evaluations during the year. The first evaluation must be completed prior to November 15. The second evaluation must be completed prior to March 15. Each tenured teacher shall receive at least one formal written evaluation during the year. The formal written evaluations shall result from a series of observations in the classroom, not from a single visit. Prior notification shall be given to the teacher before a formal evaluation visit. Evaluations in addition to those detailed above are at the discretion of the Administration. The above procedure shall be completed before termination or nonrenewal of any teacher's contract with the exception of a nontenure teacher, if that dismissal concerns classroom performance. If the District fails to evaluate a nontenure teacher, it may not nonrenew or terminate the nontenure teacher's contract for that year.

4.2 Evaluation Conferences

1. The formal evaluation shall be written and shall be discussed by the supervisor and the person being evaluated. The discussion may either precede or follow the writing of the evaluation report. Copies of the written document shall be signed by both parties and be incorporated into the personnel files of the teacher in the office. Both the Administration and the individual teacher will have a copy of the evaluation. The signature should indicate that the evaluation has been read and discussed.
2. The written evaluation should be specific in terms of a person's strengths and weaknesses. Those areas where improvement is needed should be clearly set forth and recommendations for improvement should be made. Subsequent evaluations should address themselves to any improvement or to any continuing difficulty which is observed.

4.3 Observations

Nothing herein shall preclude day-to-day types of observations, nor actions that the District may take as a result of such.

4.4 Evaluation of Professional Staff

The District agrees to attach the evaluation instrument to the Collective Bargaining Agreement as an appendix for information only; and further agrees to make any changes to the form only at the beginning of the school year and provide copies of any changes to the Association President. The Association reserves the right of consultation regarding any changes to the evaluation document.

ARTICLE 5 TEACHER LEAVES

5.1 All Leave

1. Employees covered by this agreement shall be allowed to take leave up to one and ½ hours per day without any deduction from their accrued leave up to a maximum of seven (7) times annually. This leave must be

approved in advance with the Superintendent, and the employee is responsible for finding classroom coverage without the District hiring a substitute teacher. All other leave shall be in ½ day increments.

2. For sick leave, bereavement leave and the sick leave bank, "Immediate Family" shall be defined as the employee's spouse, anyone residing in the employee's home and blood or step relatives as follows: children, parents, brother or sister. "Family" shall be defined as the employee's grandparents, grandchildren, aunts, uncles and in-laws as follows: parent, brother, sister or grandparent.

5.2 Sick Leave

1. At the beginning of each school year, each teacher shall be credited with twelve (12) days of leave at full salary for illness or disability, medical appointment, quarantine of communicable disease, maternity; or illness, or communicable disease for employees or the employee's family or immediate family (as defined in 5.1, #2). Sick leave may also be used for bereavement leave as outlined in 5.4. Unused sick leave each year will be allowed to accumulate up to fifty-five (55) days and will be carried forward to the next school year for a maximum of sixty-seven (67) days. The Superintendent may, at his/her discretion, request a doctor's verification of illness.
2. Each teacher shall be given a written accounting of his/her accumulated sick leave by September 15 of each school year.
3. A teacher who is unable to teach because of illness or disability and has exhausted all of his/her sick leave available shall be granted a leave of absence without salary for the remainder of the school year or the duration of the illness or disability, whichever is lesser.
4. A Sick Leave Bank shall be offered to certified employees. The purpose of the Sick Leave Bank is to provide employees with additional sick leave days needed for employees or the employee's immediate family (as defined in 5.1 #2) to recover from major illness or injury which causes absence from work and subsequent loss of pay.

A. **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 five (5) certified staff who have joined the Sick Leave Bank, all to be appointed by the Association. One (1) Council member must be an Association officer. If possible, it is preferable that two (2) Council members represent grades K-6 and two (2) represent grades 7-12. 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 the Trustees and the Association.

B. MEMBERSHIP AND ENROLLMENT – The enrollment period shall be within the first ten (10) days of the school year or within ten (10) working days after initial employment.

Employees must donate a minimum of two (2) and a maximum of five (5) days of personal sick leave to the Bank during the enrollment period to become a member and two (2) to five (5) days per year to continue membership. Days donated shall be non-returnable to the donor as accumulated personal sick leave in the event of loss of Bank membership or separation or transfer from the District.

Forms authorizing the donation of the employee's sick leave days must be signed and turned in to the District office before the employee becomes a member of the Bank.

C. RULES AND REGULATIONS

1. The Sick Leave Council shall accumulate unused Bank days from year-to-year to a maximum capacity, which shall not exceed 125 days.
2. The maximum number of days that shall be available for withdrawal for each eligible employee's use in any one (1) school year shall not exceed 25 days.
3. An employee must deplete all of his/her sick leave and personal leave before being eligible for the Sick Leave Bank's services.
4. The employee, or his/her designated person when the employee is incapable, shall secure written evidence from the District's business office that all accumulated personal sick leave has been used.
5. 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 or illness.
6. The employee or the designee when the employee is incapable, shall submit a written request for the desired number of sick days to the Sick Leave Council. The request shall include reasons for the absence and be accompanied by the support documents listed above (#4 & #5).
7. 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 other subsequent related visits to a doctor's office or medical facility during school hours.
8. The Sick Leave Council shall make a final approval or disapproval of the request in full or in part 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.

D. DUE PROCESS – Each member of the Sick Leave Bank has been guaranteed and afforded "Due Process" through the Sick Leave Council, however actions of the Sick Leave Council are not subject to the Grievance Procedure as outlined in the Master Agreement. (Refer to Appendix D).

5.3 Sick Leave Termination Pay

After five (5) years of teaching experience in the District and upon voluntary termination of employment, the teacher shall receive payment for one-fourth (25%)

of his/her days of accumulated and unused personal sick leave at the certified sub pay rate or \$85.00 per day whichever is greater.
After ten (10) years of teaching experience in the District and upon voluntary termination of employment, the teacher shall receive payment for one-half (50%) of all unused days of accumulated and unused personal sick leave at the certified sub pay rate or \$85.00 per day whichever is greater.

5.4 Bereavement Leave

An employee who has suffered a death in the immediate family or family (as defined in 5.1, #2) will be eligible for bereavement leave. The Superintendent shall have the authority to approve paid bereavement leave for up to five (5) days for each death of an immediate family member with no deduction counted against the employee's sick or personal leave.

The Superintendent shall have the authority to approve bereavement leave requests of greater than five (5) days for the death in the immediate family. This leave will be counted against the employee's sick or personal leave. The Superintendent shall have the authority to approve paid bereavement leave for up to two (2) days for each death of a family member with no deduction counted against the employee's sick or personal leave. The Superintendent shall have the authority to approve bereavement leave requests of greater than two (2) days for the death in the family. This leave will be counted against the employee's sick or personal leave.

Employees wishing to attend the funeral of a relative not listed in 5.1 may use sick or personal leave.

5.5 Professional Leave

A minimum of four days is available for temporary leave at full salary, which will be provided each teacher for visiting other schools, attending professional education conferences, serving on committees, and attending professional association committee meetings, conferences, conventions and assemblies with the prior approval of the Superintendent. Teachers desiring professional leave will submit a proposal for approval to the Superintendent on the current leave form. The proposal will include the nature of the leave and benefits to be derived from said leave. At the next regularly scheduled Board of Trustees meeting the Superintendent will share the written reports collected from teachers concerning all professional leave. Reports concerning Professional leave must be turned in to the Superintendent within five days of returning from leave.

5.6 Personal Leave

1. Personal leave at full salary will be provided each teacher annually for personal reasons, which require the teacher's absence during working hours and which are other than provided for herein. Such leave may not be used to conduct a work slowdown or mini-strike.
 - i. 3 personal days will be provided
2. One day of personal leave may be awarded to a maximum of two staff member(s) the work day before and two staff member(s) the work day after the following days off: Labor Day, Thanksgiving, Winter Break and Spring Break. Leave extending these breaks will be awarded on a first come, first serve basis and will be limited to one break per year, per employee, unless no other teacher has requested leave.

3. Unused personal leave, to a maximum of four (4) days, will be reimbursed at the end of the school year at the following daily rates:
 - b. \$50.00 for up to one (1) day
 - c. \$55.00 per day for 1 ½ to two (2) days
 - d. \$57.00 per day for 2 ½ to three (3) days
 - e. \$60.00 per day for 3 ½ to four (4) days.
4. One day of personal leave may be carried forward to the next school year.

5.7 Leave of Absence

1. After five (5) years of employment by Ekalaka Public Schools, a teacher will be allowed to take a one (1) year leave of absence without pay upon approval of the Board of Trustees and Administration.
2. The request for leave must be submitted by May 1.
3. The Board of Trustees and Administration will act on the request on or before the regularly scheduled May meeting.
4. Teachers on leave of absence will be entitled to return to the same positions that they held immediately before commencement of leave or to positions of comparable responsibility and remuneration.

5.8 Work Day

Monday through Thursday, Teachers are to report to their respective buildings at 8:00 a.m. and remain until 4:00 p.m. However, on Fridays, the last working day prior to holidays, and the October MFPE statewide convention, Teachers shall be allowed to leave upon student dismissal.

1. The District and the Association recognize that unit members are professional and that the varying nature of a certified teacher's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. It is understood that, as professionals, unit members shall spend as much time on site and/or other places as necessary to fulfill their instructional and professional responsibilities.
 - A. Meetings required by the District, including but not limited to staff meetings, grade level meetings and department meetings, shall be limited to no more than two per calendar month and will not last more than sixty (60) minutes per meeting.
 - B. Appointments for parent conferences scheduled by the District shall be made with at least forty-eight (48) hours' notice. Other appointments scheduled by the District for District business, such as IEP meetings, shall be made with at least seven (7) days' notice, whenever possible. Such appointments may be made by the District with less than seven days for unforeseen events and/or with consent by the unit member.
2. The certified teachers' normal professional day will be 8:00 a.m. until 4:00 p.m. Teachers can voluntarily work past 4:00 to complete professional duties as needed and can be required to stay for professional meetings such as IEP's not to exceed 1 hour past 4:00 p.m.

3. Certified teachers shall not be required to attend school when school is closed due to inclement weather by order of the administration.
4. Room keys will be issued and the classrooms available to returning teachers at least two (2) weeks prior to the first PIR day of the academic year unless at the discretion of the Superintendent, the certified teacher may receive keys earlier.

If the District implements a 180 PI calendar at any time in the future, there shall be no more than 7 (seven) PIR days planned in accordance with Administrative Rule 10.55.714, Professional Development and the three professional/Teacher training days shall be eliminated.

5.9 Inclement Weather

When District buses are not dispatched due to inclement weather, teachers who are unable to travel to school must use personal leave first and if that leave is exhausted, a teacher may use his/her sick leave. No teacher shall be able to use sick leave from the Sick Leave Bank for absences occurring under this article.

ARTICLE 6 PROFESSIONAL COMPENSATION

6.1 Basic Salary Schedule

The adopted salary schedule (Appendix B) lists the basic salary for contracted days as set forth in Article 5.8 which includes PI and PIR days. All teachers will have the option to receive compensation in equal installments of 10, 11 or 12-month basis. Following the first two weeks in the school calendar or teacher employment, a one-time salary payment of \$500.00, less deductions, will be made to any teachers, upon request. Equal monthly deductions of the individual's salary will be made to compensate for the one-time payment.

6.1.1 Teachers who enter into extended school year contracts or are assigned additional school year duty days by the District in excess of the total of the PI and PIR days for the school year shall be compensated as follows: add together the PI and PIR days for the current school year and divide the total into the teacher's annual salary for the school year as provided for in appendix B by the total PI and PIR days to obtain a daily rate of pay. The daily rate of pay shall be multiplied by the number of extra duty days for the school year. The daily rate of pay shall be used for no purpose other than calculating the amount paid to a teacher for extended duty days or extended duty contracts.

6.2 Recognition of Experience

All teachers shall be given full credit on the salary schedule for five years' teaching experience in any school district accredited by a recognized accrediting agency. A year of teaching experience will be recognized if a certified teacher's contract is for a minimum of one half Pupil Instruction days in one (1) school year as set forth in Article 5.8.

6.3 Recognition for Additional Preparation

Teachers obtaining additional college credits for advancement on the salary schedule must obtain said credits in the area(s) of their teaching endorsement or in an area that may be added to their teaching assignment. Notification of intent to pursue summer course work and subsequent higher placement on the schedule shall be made to the Superintendent before May 1 of the year in which said credits will be earned. The teachers' request for approval of course credit will be answered and returned within fifteen (15) working days of submission. Nothing herein shall be construed to reduce credits and/or experience previously recognized. A quarter is defined as fifteen quarter hours or ten semester hours of credit or its equivalent. A teacher will be allowed a maximum of one horizontal move per year if the district has paid for 9 or more of the semester credits.

6.4 Pay and Expenses for Required Training

1. The District will provide a maximum of two vehicles for transportation to the annual MEA convention and/or training location of the Association's choosing. Transportation will be either in the form of:
 - a) School vehicle(s) or
 - b) Mileage reimbursement if personal vehicles are used.
2. A thirteen dollar (\$13.00) noon meal allowance will be provided each of the two days for each employee who attends professional development out of town.
3. The District shall pay the full cost of tuition, books, meals, lodging, transportation, and other reasonable expenses incurred by a teacher in connection with any other course, workshop, seminar, conference, and in-service training session which a teacher takes at the request of the Board of Trustees or Administration so long as such does not exceed the limitations of Montana law. The teacher is not required to attend such if full compensation and reimbursement is not granted.

6.5 Extra-Duty

1. Teachers involved in extra-duty assignments shall be compensated in accordance with the attached schedule for such assignments (7.1 – stipend schedule). Other Extra Duty assignments approved by the District (excluding conferences and travel time) will be compensated at \$25/hour above and beyond the professional day.
2. Qualified on-staff personnel will be considered for extra-curricular positions before non-staff members; however the term “considered” will not be construed to mean that the on-staff personnel will be given prioritization to be hired, but rather that their qualifications and interview will be evaluated and considered for the position.
3. If a certified staff member voluntarily accepts a teaching assignment before the regular school day begins, known as ‘zero period’, the member will be compensated at 1/7th of their basic salary.

ARTICLE 7 ABOVE-SCHEDULED ALLOWANCES FOR EXTRA-DUTIES

7.1 Indexed Schedule

1. The following schedule shall be used to determine above-schedule allowances for performing extra duties.

2. All extra-duty personnel will have the option to receive above-schedule payments either in-full after the culmination of the activity or as part of their monthly compensation during the tenure of that activity.

3. Those who accept an extra-duty activity which pays a stipend will be issued a contract for such activity, separate and apart from the teachers' regular teaching contract. This contract in no way supplants or replaces the Superintendent's power to assign duties.

Position:	Stipend	Post-Season Stipend	
Head Boys' Basketball Head Girls' Basketball Head Football Head Track Head Volleyball Head Speech	2350.00	450.00	
Athletic/Activities Director	4000.00 or 2350.00		\$2350.00 with the hiring of an event manager
FFA Advisor	2645.00		
FCCLA Advisor	2350.00	250.00	
Asst. Boys' Basketball Asst. Girls' Basketball Asst. Football Asst. Track Asst. Volleyball Asst. Speech	1850.00	250.00	*7 or more participants required for Asst. Speech position
Food Stand Professional Development Coordinator	1850.00		
Jr. High Boys' Basketball Jr. High Girls' Basketball Jr. High Football Jr. High Volleyball Jr. High Track Journalism Close-Up Advisor	950.00		
Drill Team	250.00		2 home performances
Cheerleaders-Fall Sport Cheerleaders-Winter Sports	800.00		
Honor Society	500.00		
Band 7-12	1400.00	250.00	
Chorus 7-12	700.00	250.00	
Music K-6 Student Council	500.00		
Science Olympiad	330.00		

Post-season will be defined as after district competition.

Stipends will be prorated for any activity partially completed. Stipends will be equally divided if the position is shared.

ARTICLE 8 FRINGE BENEFITS

8.1 Health Insurance

The selection of the insurance carrier and policy for the group health insurance plan for all employees covered by this Agreement will be determined by the Association. If the Association leaves a group insurance plan and an assessment is levied against the group, the teachers shall be responsible for payment.

- a) The Board of Trustees will contribute a maximum of \$9,000.00 per teacher for the 2019-2020 school year and \$9,200.00 per teacher for the 2020-2021 school year toward the group health insurance plan for the teacher and his/her dependents. This policy also includes a \$10,000 life insurance policy with a double indemnity feature for the teacher. This coverage shall begin on the day of actual employment and shall continue for a period of twelve (12) months. If the employee is not returning for the ensuing year, insurance coverage will continue for up to ninety (90) days following the last day of the school year, if desired by the employee. In the first (60) sixty days, the District shall continue to contribute its share of the premium and the employee shall contribute his/her share of the premium. After sixty (60) days, the former employee shall bear the entire cost of the premium. If an employee terminates his/her contract during the school year and leaves the District before the school year is completed, his/her insurance coverage will also be terminated as of his/her last day of employment.

8.2 District Obligation

The parties recognize that the District is not an insurance carrier, and that its only obligation is to make the required contributions. The District shall not be held responsible for the denial of any claim by any insurance carrier.

8.3 Continuity of Coverage

All insurance coverage under this article shall remain in force during the life of this Agreement and until the effective date of a ratified successor agreement.

8.4 Benefits

Part-time teachers will receive compensation, leave and benefits based upon a percentage of his/her signed contract in relation to the Collective Bargaining Agreement.

8.5 Flexible Compensation (IRS Code Section 125 & 403b Plans)

The Board of Trustees will offer a Flexible Compensation (IRS Code 125) & a 403b plan to teachers. The District will determine the selection of the Third-party administrator and plan service provider. The District will pay the initial sign-up fee. The monthly fee per participating employee will be split evenly between the employee and the District. The plan year will run from July 1 through June 30, to align with the health insurance plan year. Pursuant to Federal Law, the Flexible

Spending Account (FSA) plan will include a 'grace period' (plan extension) of 75 days allowing employees use of the funds for 75 days after the end of the plan year.

8.6 Employer Contributions

If the Teacher's premiums for group health insurance are less than the District's maximum contribution defined in 8.1, the difference can be directed to the benefits of the employees choosing, deposited monthly beginning with the employee's first payroll. Benefits will be subject to the thresholds set by the IRS.

ARTICLE 9 LAYOFF AND RECALL

9.1 Conditions of Layoff or Reduction in Force

In the event the District determines to reduce staff/lay off teachers, the provisions of this article shall apply.

9.2 Notification of Layoff or Reduction in Force

1. In the event that the Board of Trustees anticipates a layoff of employees, the Board of Trustees will notify the Association no later than June 1. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action, as well as all relevant data and information pertaining to the proposed action. Additional pertinent information will be given upon written request.
2. Any employee who is to be laid off will be so notified in writing no later than thirty (30) days after notification to the Association. Such notice will include the proposed time schedule, the reasons for the proposed action, and a listing of all other positions within the District which the employee is or may be certified to fill at that time of notification.

9.3 Layoff or Reduction in Force Procedure

Employees shall be laid off in accordance with the procedure set forth herein:

1. If a position is to be eliminated, the Board of Trustees shall give notification of layoff to the least senior employee in that position in accordance with Article 9.2.
2. At the employee's option, an employee notified of layoff has the right to displace any less senior employee whose work he or she is certified to perform. If the employee chooses not to exercise this right of displacement, he or she will be afforded all layoff benefits otherwise provided herein.
3. The employee must give written notice of intent to exercise this right of displacement to the Superintendent and the Association within five (5) days after said employee is notified of layoff. Within three (3) days after the employee gives such notification, the Superintendent will notify the less senior employee that he or she is to be displaced.
4. An employee who displaces another employee will be placed on the proper step of the salary schedule, according to his or her experience and education, and will retain all accrued benefits.

5. An employee who is to be displaced pursuant to this Subsection will have the same displacement rights, vis-a-vis less senior employees, as an employee who is to be laid off pursuant to Subsection 2 above.

9.4 Seniority

1. For purposes of the Article, seniority will be computed from an employee's most recent date of hire in the bargaining unit. Seniority will continue to accrue during part-time or job-sharing employment periods and during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or employment by the District in a position outside the bargaining unit, but such time will not be counted in computing seniority.
2. When seniority is equal between or among employees, ranking of those employees shall be determined by preparation level as indicated by current placement on the salary schedule. When seniority and preparation level are equal between or among employees, ranking of those employees shall be determined by experience level (high school experience for a high school position, etc.). When seniority, preparation level and experience level are equal between or among employees, ranking of those employees shall be determined by the drawing of lots.
3. Prior to December 1 of each year, the Superintendent will provide the Association with a list showing the seniority of each employee employed by the Board of Trustees, their areas of certification and endorsement as listed on the current Montana certification, and a listing of current course assignments. The Superintendent will at all times have posted in his/her office a current list which will be available for inspection during regular working hours by any employee.
4. Any person whose name appears on such list, and who may disagree with the order of seniority on the list, shall have until December 15 to supply written documentation, proof and request for seniority change to the District Superintendent's office.

9.5

Recall Procedure

1. Whenever there is a vacancy or anticipated vacancy in a bargaining unit position, laid-off employees who are certified to perform the work in question will be recalled in order of seniority. No new employees shall be employed by the Board of Trustees while there are employees on the recall list, unless none of the employees on layoff is certified to fill the position in question.
2. If a laid-off employee has displaced another employee or has been recalled to a position other than that held immediately prior to layoff, the employee will remain eligible for recall for the position held prior to layoff in accordance with the provisions of this article.
3. Notice of recall will be given by telegram or registered mail to the last address given to the Board of Trustees by an employee. A copy of the notice of recall will be given to the Association. If an employee fails to

respond within ten (10) days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered.

4. An employee who is laid off will remain on the recall list for two years after the effective date of layoff unless the employee:
 - A. Waives recall rights in writing.
 - B. Resigns.
 - C. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position.
 - D. Fails to report to work in a position that he or she has accepted unless such employee is sick or injured. If an employee has secured temporary employment elsewhere, he or she will be allowed a reasonable amount of additional time before being required to report for work.

9.6 Layoff Benefits

1. An employee who is notified of layoff shall be entitled to use any personal leave for purposes of seeking other employment or other employee determined need.
2. All employees shall be considered for all positions of substitute employment before any other person is offered such a position.
3. All benefits to which employees were entitled at the time of their layoff, including tenure or tenure track, used to accumulate personal/sick leave and credit towards sabbatical eligibility will be restored to them upon returning to active employment, and they will be placed on the proper step of the salary schedule for their current position according to their experience and education.
4. Notwithstanding any other provision in this Agreement, no vacancy in a teaching position will be filled by the Board of Trustees, and no work previously performed by employees in the teaching position shall be performed by any other person until the procedures set forth in the Article have been complied with.

9.7 Effect

Nothing in this Article shall be construed to limit the authority of the District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff.

ARTICLE 10 EFFECT OF AGREEMENT

10.1 Changes in Agreement

For the term of this Agreement no change shall be made in any provision of this Agreement unless by mutual consent of the parties hereto.

ARTICLE 11 DURATION OF AGREEMENT

11.1 Effective Period

This Agreement shall be effective as of July 1, 2019 or upon ratification of the parties, whichever is later, and shall continue in full force and effect until June 30, 2021.

11.2 Renewal and Reopening of Agreement

This Agreement will be renewed and will continue in force and effect for additional periods of one year unless either party gives notice to the other party, not later than forty (40) working days prior to the expiration date or any anniversary thereof, of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions. The conditions of this Agreement are effective only during the term of this Agreement, except by mutual written agreement between parties.

11.3 Mediation

If the parties have not reached agreement on all issues on the bargaining table on or before March 1, they shall mutually agree to file for mediation from the Montana Board of Personnel Appeals.

11.4 Interest Arbitration

If the parties have not reached agreement on all issues on the bargaining table on or before October 1, they shall mutually agree to submit the issues to final, binding interest arbitration. An arbitrator will be selected by the parties by requesting a list of five qualified arbitrators from the Board of Personnel Appeals with each party striking a name in alternate order until the name remaining shall be the Arbitrator. The Arbitrator shall hear the case and render his/her decision within 30 days after the close of the hearing or 30 days after final briefs are submitted. The Arbitrator's fees and expenses shall be divided equally between the Association and the District.

11.5 No Strike

During the term of this Agreement, there shall be no strikes, work slow-downs or other actions by the Association or any member thereof that could cause a reduction in the amount of work normally performed by District employees.

11.6 Individual Contract Termination

An employee shall be subject to the following procedures and penalties should the employee voluntarily terminate his/her contract with the District before fulfilling the originally contracted work days.

1. An employee leaving the teaching profession and/or the state shall be subject to a liquidated damage assessment of \$250.00 if the employee terminates his/her contract after July 1. A \$500.00 assessment will apply if the employee terminates his/her contract after August 1, and a \$1000.00 assessment will be applied if the employee terminates his/her contract after September 1.
2. State law (20-4-110) and the procedure it defines shall cover an employee leaving the District to accept another teaching position within the state.

3. The parties agree the District incurs costs that are impractical or are extremely difficult to fix when a teacher breaches contract. Liquidated damages are to cover the costs which are impractical and difficult to fix.
4. Jurisdiction and enforcement of this provision in the individual contract is through the Sixteenth Judicial District, Carter County, Ekalaka, Montana, with the teacher being liable for all fees under the above schedule, court costs interest, reasonable attorney fees of the School District and other costs the court deems appropriate. The court also has jurisdiction to award interest on any amount due and other costs the court deems appropriate.

11.7 Exclusions from Contract Termination Policy

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

ARTICLE 12 MANAGEMENT RIGHTS AND EFFECT OF LAWS, RULES, AND REGULATIONS

12.1 Management Rights of Public Employers

Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:

- (1) direct employees;
- (2) hire, promote, transfer, assign, and retain employees;
- (3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- (4) maintain the efficiency of government operations;
- (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- (6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- (7) establish the methods and processes by which work is performed.

12.2 Effect of Laws, Rules, and Regulations

The Board of Trustees and the Association recognize that all teachers covered by this Agreement shall perform the teaching and teaching related services prescribed by the District. Both parties also recognize the right, obligation and duty of the Board of Trustees and it's duly designated officials to promulgate rules, regulations,

directives and orders insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognizes that the District, all teachers covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations and orders of state and federal governmental agencies. If any provisions of this Agreement or any application thereof to the District or any teacher is finally held to be contrary to the law, then such provision or application shall be mutually resolved by the Board of Trustees and the Association but all other provisions and applications shall continue in full force and effect.

ARTICLE 13 SCHOOL YEAR

The school calendar shall be set by the Administration with input from the Association.

ARTICLE 14 TELECOMMUNICATING

In the event that ITV equipment is purchased by the District, both parties mutually agree to bargain this issue.

DATES AND SIGNATURES

This Agreement is signed this 13th day of January, 2020.

**FOR: EKALAKA TEACHERS
ASSOCIATION**

**FOR: UNIFIED BOARD OF TRUSTEES
CARTER CO. HIGH SCHOOL & DIST #15**

Valerie O'Connell, ETA President

Helen King, Chair, Board of Trustees

Sharon Carroll, Unit Representative

Dennis Bishop, Board Representative

Chioko Hammel, Unit Representative

Micheal Ashbrook, Board Representative

ATTEST:

Lora Tauck, District Clerk

APPENDIX B

2019-2020 Salary Schedule \$28,329 Base

	BA	BA + 10	BA + 20	BA + 30	MA	MA+ 10
0	28,329	29,292	30,284	30,765	31,247	32,238
1	29,462	30,539	31,615	32,153	32,692	33,768
2	30,595	31,785	32,947	33,542	34,136	35,298
3	31,728	33,032	34,278	34,930	35,581	36,828
4	32,862	34,278	35,610	36,318	37,026	38,357
5	33,995	35,525	36,941	37,706	38,471	39,887
6	35,128	36,771	38,272	39,094	39,916	41,417
7	36,261	38,018	39,604	40,482	41,360	42,947
8		39,264	40,935	41,870	42,805	44,477
9		40,510	42,267	43,258	44,250	46,006
10			43,598	44,647	45,695	47,536
11			44,930	46,035	47,139	49,066
12				47,423	48,584	50,596

2020-2021 Salary Schedule \$29,604 Base

	BA	BA + 10	BA + 20	BA + 30	MA	MA+ 10
0	29,604	30,611	31,647	32,150	32,653	33,689
1	30,788	31,913	33,038	33,601	34,163	35,288
2	31,972	33,216	34,429	35,051	35,673	36,887
3	33,156	34,518	35,821	36,502	37,183	38,485
4	34,341	35,821	37,212	37,952	38,692	40,084
5	35,525	37,123	38,604	39,403	40,202	41,682
6	36,709	38,426	39,995	40,854	41,712	43,281
7	37,893	39,729	41,386	42,304	43,222	44,880
8		41,031	42,778	43,755	44,732	46,478
9		42,334	44,169	45,205	46,241	48,077
10			45,561	46,656	47,751	49,676
11			46,952	48,107	49,261	51,274
12				49,557	50,771	52,873

**APPENDIX C
GRIEVANCE REPORT FORM**

Aggrieved Person _____ Date Filed _____

School _____ Subject Area or Grade _____

Action Request or Relief Sought: (Attach additional sheet if necessary):

Signature of Aggrieved

Date

Appendix C page 2

Level 1

1. Decision of Principal or Immediate Supervisor:

Signature of Principal or Supervisor _____ Date _____

2. Aggrieved Person's Response

_____ I accept the above decision

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

3. Reasons

Signature of Aggrieved _____ Date _____

APPENDIX C page 3

LEVEL 2

1. Date Received by Superintendent or Designee:
2. Decision of Superintendent or Designee:

_____/_____
Signature of Superintendent or Designee Date

3. Aggrieved Person's Response

_____ I accept the above decision

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

4. Reasons

Signature of Aggrieved

Date

APPENDIX C page 4

LEVEL 3

1. Date Submitted to Board _____ Board:

2. Disposition and Award of Board:

Signature of Chair of Board

Date

Appendix D

**EKALAKA PUBLIC SCHOOL
SICK LEAVE BANK AGREEMENT**

I hereby elect to become a member of the Sick Leave Bank as outlined in the Collective Bargaining Agreement (5.2 Sick Leave). I am donating _____ days of personal sick leave. I have been informed that I may accumulate a maximum of 55 personal sick leave days. I also understand that days donated to the Sick Leave Bank are non-returnable as accumulated personal sick leave in the event of loss of Bank membership or separation or transfer from the district.

Signature of Employee

Date

Signature of District Clerk

Date

Signature of Bank Chairperson

Date

EKALAKA PUBLIC SCHOOLS

**REQUEST TO BORROW FROM SICK LEAVE
BANK**

NAME OF EMPLOYEE:

TOTAL NUMBER OF DAYS REQUESTED:

DATE(S) OF ABSENCE:

REASON FOR REQUEST:

Signature of Employee

Date

Circle One:

Request Approved

Request Denied

Signature of Council Chair

Date

**EKALAKA PUBLIC SCHOOLS
CERTIFIED EVALUATION
REPORT**

NAME _____ JOB _____ SCHOOL or DEPARTMENT _____
Position: _____

Intern: ___ Probationary 1: ___ DATE _____
Probationary 2: ___ Tenured: ___

Observation Dates: _____

Mid-Year _____ Annual _____ JOB PERFORMANCE RATING FACTORS (Use N/A if specific item is not applicable)	1 BELOW DISTRICT STANDARDS	2 NEEDS IMPROVEMENT	3 MEETS DISTRICT STANDARDS	4 DEMONSTRATES EXCEPTIONAL PERFORMANCE	Any <u>Below District Standards</u> , <u>Needs Improvement</u> or <u>Demonstrates Exceptional Performance</u> must be substantiated in the comment area for each section. Please indicate specific incidents. Attach additional sheets as necessary. Individual goals for improvement must be set to remediate any below standard ratings. (See other side)
1. CLASSROOM MANAGEMENT					<u>CLASSROOM MANAGEMENT COMMENTS:</u>
• Maintains a positive learning environment (Physical learning Environment) as well as student well being					
• Establishes and clearly communicates standards for student behavior in the classroom					
• Enforces campus standards of conduct including dress code and safety rules					
• Fosters student self-control and respect for authority and others					
• Maintains orderly system of classroom procedures, i.e. attendance procedures, required notifications to parents, etc.					
• Maintains effective instructional transitions					
2. STAFF/COMMUNITY RELATIONS					<u>STAFF/COMMUNITY RELATIONS COMMENTS:</u>
• Demonstrates positive communication skill with colleagues on such matters related to school improvement					
• Demonstrates support for school-wide goals and objectives					
• Exhibits willingness to communicate effectively with parents and community members					
• Seeks and develops programs that include all stakeholders					
• Diligently performs adjunct duties as required and assigned.					
3. INSTRUCTIONAL PROGRAM					<u>INSTRUCTIONAL PROGRAM COMMENTS:</u>
• Demonstrates effective instructional strategies					
• Individualizes instruction according to student needs					
• Uses appropriate evaluation methods to measure student achievement					
• Communicates as needed with parents and students in regard to student progress (Beyond report cards and parent conferences)					
• Understands and demonstrates appropriate motivational strategies in the classroom					

<ul style="list-style-type: none"> Adheres to District-wide curriculum standards, i.e., use of course outlines, curriculum guides, etc. 					
<ul style="list-style-type: none"> Develops effective lessons based on the expansion of agreed upon concepts 					
<ul style="list-style-type: none"> Develops lessons that reflect the spectrum of learning higher level thinking skills 					
<ul style="list-style-type: none"> Uses student assessment results to improve individual student achievement 					
<ul style="list-style-type: none"> Effectively utilizes differentiation within lessons 					
<ul style="list-style-type: none"> Collaborates effectively in the development of instructional strategies 					
4. <u>WORK AREA AND EQUIPMENT</u>					<u>PROFESSIONAL DEVELOPMENT COMMENT:</u>
<ul style="list-style-type: none"> Shows a desire for continuing professional growth in curriculum and instructional techniques 					
<ul style="list-style-type: none"> Demonstrates interest in the teaching profession as evidenced by university course work, workshops, and degree programs, etc. 					
<ul style="list-style-type: none"> Regularly participates in district-sponsored staff development programs appropriate to grade level and/or subject matters 					
<ul style="list-style-type: none"> Keeps current on most effective use and management of job duties, machines, and equipment 					

**EKALAKA PUBLIC SCHOOLS
CERTIFICATED EVALUATION REPORT**

Teacher's summary comments:

Credential Status: _____ Recommended for re-election: Yes___ No___
or recommended for Tenure: Yes___ No___

Dates of Evaluations:

First Evaluation Probationary by Last Working Day of November: _____

Final Evaluation Probationary by Second Friday of February: _____

Final Evaluation Tenure By End of February: _____

EVALUATOR'S

SIGNATURE _____ DATE _____

EMPLOYEE: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

COMMENT

EMPLOYEE'S SIGNATURE _____ DATE _____

PURPOSE OF THE EVALUATION

The performance evaluation is of prime importance to the school District, the supervisor, and the employee. Its importance is demonstrated by it serving the following purposes:

- To let the employee know the expected standards of job performance.
- To let the employee know how well his/her work performance meets the expected job standards.
- To provide the employee an opportunity to express his attitude and approach regarding his job assignment.
- To provide the employee with specific job areas which require improvement.
- To assist the school District in determining training needs.
- To assist the school District in measuring the efficiency of its human resources.

INSTRUCTIONS FOR COMPLETING THE EVALUATION

1. FACTOR RATINGS (Required, please refer to Classified Evaluation Guidelines, CSEA CBA ARTICLE 9)

This section includes four categories of factors which must be observed and rated, as Below District Standards, Needs Improvement, Meets District Standards, or Demonstrates Exceptional Performance. Under each factor are items, which contribute to successful job performance in that category.

Below District Standards in inadequate and below the level expected of a qualified employee for the established work standards. Factual evidence must be presented in writing to substantiate this rating.

Needs Improvement evidences some effort to achieve standards but growth is still needed. Employee and evaluator will work on a plan to reach these standards.

Meets District Standards – work performance, which consistently coincides with established standards for the position. This is the performance level expected of a trained/qualified employee.

Demonstrates Exceptional Performance – work performance consistently demonstrated exceptional performance in the specific tasks assigned. Factual evidence must be presented in writing to substantiate this rating. This rating is reserved for those worthy of special commendation and is not to be used in place of #3 above.

2. GOALS AND OBJECTIVES (Narrative)

Goals and objectives are to be viewed as a developmental tool rather than an evaluative tool. It is based on the concepts that (1) The clearer the idea one has of what it is one is to accomplish, the greater the chances of accomplishing it and (2) Progress can only be measured in terms of what one is trying to accomplish.

Goals and objectives may be set by the supervisor with the employee. Additional goals and objectives may be proposed by the employee with approval of the supervisor.

_____/_____
Evaluator Date

_____/_____
Evaluatee Date

**EKALAKA PUBLIC SCHOOLS
CLASSROOM OBSERVATION FORM**

TEACHER: _____ EVALUATOR: _____

—

DATE OF OBSERVATION: _____ SUBJECT: _____

TIME OF DAY: _____ CLASS PERIOD: _____

“S” = Satisfactory “N”= Needs Improvement “U”= Unsatisfactory “NO”= Not Observed

A. INSTRUCTIONAL PROGRAM

RATING

1. Demonstrates effective instructional strategies .Individualizes instruction according to student needs
2. Understands and demonstrates appropriate motivational strategies in the classroom.
3. Adheres to District-wide curriculum standards, i.e. use of course outlines, curriculum guides, etc.
4. Develops effective lessons based on the expansion of agreed upon concepts.
5. Develops lessons that reflect the spectrum of learning and higher level thinking skills.

Comments:

B. CLASSROOM MANAGEMENT

RATING

1. Maintains a positive learning environment.
2. Establishes and clearly communicates standards for student behavior in the classroom.
3. Enforces campus standards of conduct including: dress code and safety rules
4. Maintains orderly system of classroom procedures, i.e. attendance procedures, required notifications to parents, etc.

Comments:

General Comments:

Evaluator	Date	Evaluatee	Date
-----------	------	-----------	------

Signature of this document signifies that you have reviewed this with your evaluator. It does not necessarily mean that you agree with what is written on this document. You have 10 working days from the above date to write a rebuttal if you wish.

Page 2 of 2