



## **CHINOOK PUBLIC SCHOOLS**

### **Negotiated Agreement**

**July 1, 2023 – June 30, 2025**



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# **CHINOOK PUBLIC SCHOOLS**

## **Professional Negotiations Agreement**

This agreement entered into **this 9th day of May, 2023**, by and between the Board of Trustees, School District #10, Blaine County, Montana, hereinafter referred to as the "Board" and the Chinook Education Association, hereinafter referred to as the "Association".

### **Preamble**

Whereas: The Board and the Association recognize and declare that providing a quality education for the children of the Chinook School District is their mutual aim and that the quality of such education depends equally upon the support of the community and upon the quality and morale of the teaching staff, and;

Whereas: The members of the Board of Trustees and members of the teaching staff are particularly qualified to formulate programs to improve education, and;

Whereas: The Board and the Association recognize the educational needs of the students are of paramount importance, and as the employment of competent and professional staff is necessarily of equal importance, same shall supersede all other areas of consideration, and;

Whereas: The parties have reached a certain understanding which they wish to confirm in this Agreement;

In consideration of the foregoing mutual covenants, it is hereby agreed as follows:

### **ARTICLE I: ALL INCLUSIVE CLAUSE**

This instrument contains all provisions of the agreement between the Board and the Association. Currently other long standing, continuous practices of the parties, that are substantial wages, hours, fringe benefits and other conditions of employment are not included in this Agreement. The parties fully understand that these long standing, continuous, substantial practices cannot be changed by either party during the term of the Agreement without voluntary negotiations.

Nothing in this Agreement shall be interpreted as stopping the School District from continuing, discontinuing or changing the non-long standing, non-continuous or non-substantial practices during the term of this Agreement.

### **ARTICLE II: DURATION OF AGREEMENT**

All provisions of this Agreement shall become effective on July 1, **2023**, and shall continue in full force and effect until June 30, **2025**.

#### **RENEWAL AND REOPENING OF AGREEMENT:**

Said Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless either party gives notice to the other, no later than January 25, 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.

### **ARTICLE III: POWERS OF THE BOARD**

- 3.1 The Board has and shall retain all powers, rights, duties, and responsibilities conferred upon and vested in it by law.
- 3.2 The Association shall recognize any agent of the Board selected to represent it in any matter covered by this Agreement as evidenced by a letter of appointment executed by the Board Chair and the Clerk of the District. The exercise of the foregoing powers and duties by the Board; the adoption of policies; rules and regulations and furtherance thereof; the use of its judgment; and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and applicable laws of the State of Montana and of the United States of America.

#### **ARTICLE IV: ASSOCIATION RECOGNITION**

- 4.1 Teacher Definition: Unless otherwise indicated, the term, "teacher", when used hereinafter in this Agreement, shall refer to teachers in the appropriate unit.
- a. The appropriate unit is defined as all employees employed by the School Board who are certified and whose position requires such certification in Class 1, 2, 4, or 5 as provided for in 20-4-106, MCA, excluding superintendent, assistant superintendent, administrative assistants, directors, principals, assistant principals, supervisors, deans, coordinators, excluding temporary part-time substitutes (those teachers employed for less than 15 hours per week and/or those employed for less than 30 consecutive teaching days in the same position) and excluding those excluded by Section 39-31-103, MCA and all other employees.
  - b. A "qualified teacher" is one who holds a valid certificate for teaching issued by the State Department of Public Instruction under the rules and regulations prescribed by the State Board of Public Education to perform the particular service for which employed.
  - c. No person shall be accounted as a qualified teacher until such person has filed for record with the County Superintendent of Schools of Blaine County, Montana, a certificate or certified copy thereof, authorizing such person to teach in Montana. This must be filed within sixty days of the onset of the school year.

#### **ARTICLE V: ASSOCIATION RIGHTS**

- 5.1 Right to Organize: Each teacher shall have and shall be protected in the exercise of the right of self-organization; to form; join; or assist any labor organization; to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits and other concerted activities for the purpose of collective bargaining or other mutual aid or protection free from interference, restraint or coercion.
- 5.2 Pertinent Information: The Board agrees to furnish to the local Association, upon request, all information concerning the financial resources of the District.

#### **ARTICLE VI: PAYROLL DEDUCTIONS**

- 6.1 Mandatory Deductions: The Board of Trustees agrees to deduct from the salaries of all teachers as authorized by law:
- a. Federal Income Tax
  - b. State Income Tax
  - c. Social Security
  - d. Teacher Retirement
  - e. Association dues for Association members
- 6.2 Voluntary Deductions: The Board of Trustees agrees to deduct from the salaries of individual teachers, as authorized by the teacher:
- a. Health Insurance
  - b. Annuities and/or IRA's
  - c. U.S. Savings Bonds
  - d. Other deductions as approved by the Board

## **ARTICLE VII: EMPLOYEE EVALUATION**

- 7.1 Each teacher shall be observed by the building principal and written evaluations shall be made. Written notification of intent to evaluate shall be given no later than October 1. Non-tenured teachers shall be observed and evaluated two or more times per year. Tenured teachers shall be observed and evaluated with the formal evaluation instrument at least once every two (2) years. In the years in which no formal evaluation is scheduled, they may be observed with the short observation form. Each evaluation report shall be prepared in duplicate within 15 school days, and signed by both the evaluator and the teacher to signify that each has read it. One copy will be placed in the teacher's file and the other copy may be retained by the teacher. Should the teacher disagree with the evaluation made by the principal, the teacher shall have the right to appeal to the Superintendent and to the Board.
- 7.2 Those observations and evaluation reports shall be made by competent supervisors who share the reports with the person being evaluated. Whenever the supervisor points out weaknesses in the evaluation, the supervisor shall also make recommendations on how to improve in those areas.
- 7.3 Any incident or situation which may arise during the current school year that could possibly be cited as a reason for non-renewal of contract shall be discussed by the supervisor with the teacher within 10 days upon notification of the incident or situation. A written report, signed by both, shall be placed in the teacher's file within 10 days of the discussion. Nothing in this Section shall stop the School District from reporting an incident or situation to the sheriff, county attorney's office or welfare department and following the instructions from sheriff, county attorney's office or welfare office.
- 7.4 The teacher may file a written rebuttal within 15 days of receipt of the supervisor's written report which shall be signed by both the evaluator and teacher, and placed in the teacher's file as part of the evaluation.
- 7.5 Any change in the teacher evaluation instrument shall be developed by a committee consisting of three (3) Board members, three (3) teachers, and administrator(s). Final approval rests with the Board. The evaluation instrument shall be reviewed, but not necessarily changed, by this committee concurrent with negotiations.

## **ARTICLE VIII: EMPLOYMENT STATUS OF TEACHERS**

- 8.1 Notification of Re-election (tenure and non-tenure): Notification of re-election for all teachers shall be in accordance with law, 20-4-205 and 206, MCA.
- 8.2 Contract: All contracts with teachers will be as per Montana State Statutes Section 20-4-106, MCA.
- 8.3 Resignations:
- Should a contract be terminated after June 15, the Board will release the contract provided the staff member makes payment for the liquidated damages to Chinook Public Schools. The staff member wishing to be released from contract shall pay, prior to contract release, 3% of the remaining salary which would have been earned.
- The penalty shall be imposed unless due to ill health or other unforeseeable circumstances that the Board finds reasonable and accepts the resignation to take effect without penalty.
- If the resigning teacher will be replaced through the restructuring process, the penalty will not be assessed.
- 8.4 Individual Contract: The individual teacher's contract, (Appendix 1) shall be used in the employment of all members of the appropriate unit. Teachers will be required to return their signed contract within 30 days of receiving it following the board hiring meeting.

## **ARTICLE IX: PROMOTIONS, VACANCIES, TRANSFERS AND LAY-OFFS**

- 9.1 Information regarding positions which are to be available, either through creation or vacancy, shall be publicized to the staff by posting notices on all staff bulletin boards and through the use of District Email with a copy to the Association officers. The duration of the advertising shall not be less than one week. Where specific training, experience or other qualifications are pre-requisite for any position that is to be available, such conditions shall be stated in the job description.
- 9.2 Staff members may apply for any vacancy. In filling vacancies, the Board will consider the professional background and attainments of all applicants as well as other relevant factors. The decision of the Board as to the filling of vacancies shall be final.
- 9.3 Transfers: Teachers are subject to transfer from position to position at the direction of the Superintendent of Schools. The following factors shall be considered in the transfer of teachers. Transfers to Hartland School will be made based on fewest years of service in the district. When transfers of teachers are to be made, a conference of all concerned shall be held. The disposition of the case shall be submitted in writing by the Superintendent to all parties involved. The Superintendent's decision shall be final.
- 9.4 The School Board, at its sole discretion, shall determine the class(es), subject(s), program(s), and/or activities to be provided by the School District. The School Board shall determine if there will be a reduction in force, giving consideration to such things as, but not limited to, funds available, student enrollment, subjects, programs or activities to be provided for by the School District. The Superintendent shall set forth the teaching certificates and endorsements needed to teach the classes, subjects, programs or activities to be provided for by the School District.
- 9.5 Order of Layoff: Necessary staff reduction within the affected area(s) will be achieved through the following:
- a. Normal attrition from retirement and resignation.
  - b. Non-tenured teachers will be laid off on the basis of:
    - 1.) Administrative recommendations
    - 2.) Past evaluations
  - c. If further reductions are required, tenured teachers will be laid off after consideration of the following criteria:
    - 1.) Years of service in the District (seniority)
    - 2.) Advanced training
      - a.) BA degree
      - b.) BA + 1
      - c.) BA + 2
      - d.) 5th year certification
      - e.) Master's degree
      - f.) Credits beyond Masters
    - 3.) Administrative recommendations
    - 4.) Past evaluations

## **ARTICLE X: WORK LOAD AND CONDITIONS**

- 10.1.1 Work Day:** Teachers are to report at least 15 minutes before the convening of the first period in the morning, and at least five minutes before the convening of the afternoon session. Teachers are to be in or near their classrooms at least 10 minutes before morning classes begin and after school until the hallways have cleared, unless assigned elsewhere. Without the permission of the building principal, teachers are not to be absent themselves from the school building earlier than **4:15 p.m.** The beginning of day will be based upon whichever school starts first.

Administration has the authority to add 30 minutes to one (1) work day per month for staff meetings. This shall not be a Friday or the day before a holiday or other extended break, such as teacher's convention.

- 10.2 Lunch Period:** All teachers will be provided with a lunch period of **35 minutes**. A teacher assigned to lunch duty will be provided with a free lunch.
- 10.3 Preparation Time:** During the regular teaching day, each teacher shall have at least 45 minutes of preparation and planning time in no more than two blocks a day. This time should be in addition to any regularly scheduled recess and lunch period. During this preparation period, the teacher will be free from assigned instructional duties.
- 10.4 Duties of Teachers:** The teacher must comply with and carry out all rules and regulations as prescribed by current Montana Law.
- 10.5 Meetings:** Teachers of all classes shall not absent themselves from any meetings called by any member of the Administration, unless excused by the person calling the meeting.
- 10.6 Work Year:** The work year for teachers shall be no more than 7 days beyond the number of days in the adopted school calendar. Except when required by duties listed in Appendix 3, no teacher shall be required to work on Sunday.

**ARTICLE XI: SCHOOL CALENDAR** The school calendar shall be developed by a committee consisting of three (3) Board members, three (3) teachers, (which may include non-union teachers) and the Superintendent. Final approval rests with the Board.

**ARTICLE XII: TEACHER'S AIDES** The District will provide funding for at least one teacher's aide in the Meadowlark Elementary School and duties will be coordinated by teachers and administration with final approval by the administration.

## **ARTICLE XIII: STUDENT DISCIPLINE**

Power:

- 13.1** Teachers shall have the power to hold every student to a strict accounting for any disorderly conduct in school.
- 13.2** The Principal, or Superintendent, may suspend a student from class for good cause.
- 13.3** No teacher shall be subjected to harassment or physical threat or violence.

**ARTICLE XIV: LEAVE** The importance of the teacher in the classroom is recognized and will be considered in the area of leaves.

- 14.1 Sick Leave:**

- a. At the beginning of each year, each teacher shall be credited with ten (10) days of leave at full salary for personal illness or disability, personal medical appointments, or maternity/paternity. At the end of the school year, any unused sick leave shall be added to that already accumulated by the teacher.
- b. When the end of the year accumulation reaches eighty (80) days, the teacher shall then be credited at the rate of one day per month of service.
- c. Unused days of sick leave will be allowed to accumulate to a maximum of one-hundred (100) days.
- d. When the end of the year accumulation exceeds 100 days, a teacher will be compensated at a rate of ½ sub pay for unused sick days over 100.
- e. For personal illness beyond the sick leave accumulation, at the discretion of the Board, or Superintendent, the teacher may be allowed the difference between his or her salary and the scheduled pay for substitutes for a period of twenty (20) school days or more.

#### 14.2 Personal Leave

- a. All teachers shall have two (2) days of personal leave per year with no loss of pay. Personal leave days are not to be used in conjunction with holidays or during the first two weeks of school or the last two weeks of school. Exceptions to these must be approved at least two weeks in advance by the School Board or the Superintendent.
- b. When 30 days of sick leave have accumulated, three and one-half (3.5) days of personal leave will be allowed per year with no loss of pay.
- c. Personal leave will be allowed to accumulate to six (6) days. However, no more than three (3) days may be used consecutively. Exceptions to this may be granted in cases of emergency. Approval must be obtained from the Superintendent or the School Board at least two weeks in advance.
- d. If a teacher has used all of their personal leave and need an additional day, they may, once per year, convert 4 sick days into 1 personal day if they have the sick days available to do so.

#### 14.3 Emergency Leave:

- a. In the case of sickness or death or extraordinary situation in the teacher's or spouse's immediate family (self, father, mother, children, spouse, grandchildren, grandparents, brothers, sisters, in-laws), the teacher will be allowed up to ten (10) days emergency leave at full pay. Exceptions to the persons listed above, including but not limited to the death of a close friend or extended family member must be approved by the Superintendent or School Board.
- b. The Board and the Association recognize that extraordinary situations may arise in teachers' lives which create the necessity for more emergency leave than the ten days normally available. An emergency leave bank shall be established. By October 1 of each year, each teacher in the district wishing to do so may donate one (1) or two (2) day(s) of emergency leave to the bank. The Clerk shall record the days donated, the name of the donor, and the date and time donated. Should a situation arise for which a teacher believes he/she needs to access the bank, the following conditions shall be met.
  - 1. The teacher must him/herself have donated to the bank that year.
  - 2. No more than half the days in the bank can be used by any one teacher at a time.
  - 3. The teacher's request must be approved by the bank committee, composed of one teacher from each building and the teacher's principal.



4. Days will be used in the order of donation.

14.4 Professional Meetings Involving Elected Officers and Delegation to Teachers' Professional Organizations:

- a. The administration recognizes the importance of membership in professional organizations. The success of these organizations is dependent upon the active participation of its members. Therefore, teachers who are elected to positions of responsibility or leadership in professional educational organizations shall be permitted attendance at necessary meetings in performance of their official duties without loss of pay.
- b. Attendance shall be limited to two (2) days per school year for the president or his/her appointed delegate.
- c. Approval for attendance which involves a day or more of absence from school must be secured at least one (1) week in advance (if possible) from the Superintendent of Schools. Use form entitled "Request for Approval of Travel and/or Absence from Duty".

14.5 Professional Visitation of Other Schools and Attendance at Educational Conferences or Workshops:

- a. Attendance shall be granted upon approval of the Administration.
- b. A written application for leave of absence shall be submitted to the Superintendent of Schools at least two (2) weeks (if possible) in advance of the absence. Exception: A person making the application will not be held to the two weeks' notice if he/she does not know of the meeting prior to the two weeks, and can submit the application as soon as he/she is aware of the meeting date.
- c. The administration may require the teacher's presence at educational visitations, conferences, or workshops where written notices have been given two weeks in advance (if possible) of the absence. If any of these meetings or workshops shall fall on non-school days, they will be substituted for P.I.R. days agreed upon by the persons involved and the Superintendent of Schools.
- d. These absences may be carried out without loss of pay.

14.6 Sabbatical Leave of Absence:

- a. The number of sabbatical leaves granted by the School Board at any one time shall be left to the discretion of the Board.
- b. A teacher who has served seven (7) consecutive years in the Chinook Public Schools may be granted sabbatical leave for the period of one (1) year or fraction thereof.
- c. Sabbatical leave shall be granted for the purpose of study only. The teacher on sabbatical leave shall carry at least eight (8) semester hours of credit each semester or its equivalent as designated by the Dean of the Graduate School.
- d. A teacher who has been granted sabbatical leave of absence shall not be eligible for further sabbatical leave before completing an additional seven (7) consecutive years of teaching in School District #10.
- e. Compensation while on sabbatical leave of absence shall be at the discretion of the Board. If compensation is allowed, payment is to be made in two (2) equal installments: 1. One-half is to be paid at the end of the first pay period after the teacher has returned to the school district. 2. One-half is to be paid at the end of the first pay period of the second year following leave.

- f. A teacher granted sabbatical leave shall be allowed to participate in group health and hospital insurance to comply with the school policy. The teacher will pay the premium for the group policy to the School Board Clerk before leaving.
- g. The year during which a teacher is on sabbatical leave shall be counted in lieu of teaching experience for purposes of advancement on the salary schedule.
- h. Accumulated sick leave benefits shall be retained only if the teacher returns to a position as a certified employee of the Chinook Public Schools immediately after a sabbatical leave of absence.
- i. A written report of educational experience and activities during the year of sabbatical leave shall be required by the Superintendent's office at the conclusion of the year's leave of absence. This shall be accompanied by a transcript of credits earned during the year.

#### 14.7 Leave of Civic Duties:

- a. Temporary leave at full salary will be provided each teacher for jury duty, or as a subpoenaed witness.
- b. Extended leave without pay will be provided for election to public office, such as state senator or state representative. Status of teachers on extended leave in regard to placement on the salary schedule and other factors related to length of service is not to be reduced because of the absence.
- c. Any request for extended leave must meet with the approval of the Board.
- d. Temporary leave without pay will be provided for worthy community related activities at the discretion of the Superintendent or the Board.
- e. Employees will be granted a minimum of fifteen (15) working days leave with pay to attend regular encampments or similar training programs of the organized or unorganized military forces of the United States, 10-1-604, MCA. In the event the teacher has a leave of absence over fifteen (15) working days, the school board can extend the paid leave on a case-by-case.

#### 14.8 Leave for Travel:

No differential in pay is to be granted. No salary compensation is to be granted for travel leaves.

#### 14.9 Maternity/Paternity Leave.

Maternity/Paternity leave shall be treated as according to 49-2-310 and 311, School Laws of Montana.

#### 14.10 Extended Leave for Personal Reasons:

- a. Extended leave for personal reasons of up to one (1) school year may be granted to a tenured teacher at the discretion of the Board.
- b. A teacher granted such leave shall be allowed to participate in group health and hospital insurance to comply with the school policy. The teacher will pay the monthly premium in advance for the group policy to the School Board Clerk.
- c. Accumulated sick leave benefits shall be retained only if the teacher returns to a position as a certified employee in the Chinook Public Schools immediately after the leave of absence.
- d. Such leave shall not be counted as teaching experience for advancement on the salary schedule nor shall any compensation be paid.
- e. The teacher on leave shall inform the Board, in writing, of his/her intent to return to service before the February Board meeting during the year of the leave.

#### 14.11 Other Absences:

For absences other than those previously mentioned, a deduction of the daily pay rate of the annual salary of the teacher for every day missed.

### **ARTICLE XV: PROFESSIONAL COMPENSATION**

#### 15.1 Salary Schedule:

- a. The basic salaries of teachers covered by this Agreement are set forth in Appendix 2, which is attached to and incorporated in this Agreement. Such salary schedules remain in effect during the designated periods. 2022-23 base pay was \$34,900. Base pay will increase by 1.25% in 2023-24 and by 1.25% in 2024-25.
- b. The matrix multipliers for Steps are as follows: Steps 1 and 2 = 0.5%, Steps 3 -10 = 3.5%, Steps 11-14 = 3.0%, Step 15 = 2%, Steps 16 -18 = 1%. The matrix multipliers for Lane changes are as follows: Lane 2 = 3.75%, Lane 3 = 4.25%, Lane 4 = 4.25%, Lane 5 = 4.25%
- c. Longevity Bonus: Teachers who have been employed by the District for 20 or more years, regardless of what Lane they are in, shall be entitled to an annual bonus of \$500 to be factored into their salary.
- d. In accordance with 17.4, if a qualifying teacher notifies the District in writing on or before February 1st that they intend to retire at the end of the current school year, the district will increase teacher base pay the subsequent year by 0.75% if the teacher leaving/retiring is in Lane 4 or Lane 5.

#### 15.2 Recognition For Experience:

- a. It is the intention of the Board to place a teacher coming to the system for the first time on the proper step of the salary schedule. He/she will be given credit for the level of advanced training they have successfully met. He/she will receive credit for each full year of experience up to a maximum of eight (8) years. In the event that negotiation efforts have not resulted in the award of experience raises or credit for advanced training from the previous year, new employees will not be rewarded for their most recent year of experience. When a new agreement offering these raises has been reached, all employees will receive full allowable credit.
- b. Military service is considered part of the previous experience only if the teacher was teaching at the time of entry into the service. Credit for one year of experience on the schedule shall be granted for one year of active military service in the event of declared war or a national emergency. One year constitutes 12 full months of military service; after one year, anything over one-half year is considered one full year. Faculty of Chinook Public Schools who are called to military service will have the time in service considered for regular increments upon returning to the staff.
- c. When due to inability to employ a qualified teacher under the above method of placement, the Board may place the teacher at such steps on the schedule as is necessary to accomplish the employment. When the Board deems it necessary to assist a teacher in endorsement area or licensure, the association will receive written notification of the individual's alternative agreement. In all such cases a record shall be made in the Board's minutes to state the reasons and basis for such placement and/or assistance.
- e. New teacher hires who have fewer than four (4) years of prior contracted teaching experience shall be placed on the salary matrix as if they had four (4) prior years of experience. However, the teacher shall remain at that step until such time as they have completed a 5<sup>th</sup> full year of teaching. This provision will be phased in. Starting in 2023-24, new teachers will be given two (2) years, in 2024-25, new teachers will be given three (3) years and in 2025-26, new teachers will be given four (4) years.

### 15.3 Recognition for Additional Preparation:

- a. Increments for training will be based upon official transcripts only. Only credits obtained after the granting of a diploma or a degree will be counted toward additional units of training on the schedule. Ten (10) semester hours shall be used in computing credits earned beyond the diploma or degree for lane changes. Credits earned after receiving a degree or diploma that are required for initial certification shall not be considered as an additional unit or units of work for salary schedule increments.
- b. All graduate credits must be in the areas of endorsement, technology or guidance counseling and related to the assigned teaching area. Written prior approval for technology courses or guidance courses must be obtained from the superintendent. Undergraduate credits in the planned program may be counted for advancement to the next level.

### 15.4 Salaries:

- a. Salaries of all teachers shall be adjusted in accordance with the salary schedule at the opening of the fall term of school. Those teachers qualifying for a step on the salary schedule at the opening of the fall term of school shall be given a new contract if he or she has qualified for a step between the time the teacher signed a contract and the opening of school. The new contract will be issued upon presentation to the Superintendent of proof of credits earned.
- b. Written notification before May 1 shall be necessary before a horizontal step on the salary schedule shall be allowed for the following year.
- c. All personnel shall be paid on the 20th day of each month or on the last business day prior to the 20th, if the 20th falls on a weekend or a holiday.
- d. Teachers may elect, on or before August 5<sup>th</sup>, to take a \$1,500 advance on their September, October and November salary at August payroll time. \$500 shall be deducted from each of their September, October and November paychecks. If employment is terminated prior to then, the entire sum will be due and payable. The district reserves the right to withhold then entire sum from any termination pay due to the teacher.

### 15.5 Professional Development:

- a. The District will use an Accountable Reimbursement Plan for all teachers attending a professional organization development conference during the October PIR days. Teachers will be reimbursed a maximum of \$300. **The superintendent must approve this in advance.**
- b. The board further agrees that any time a teacher agrees to an assignment by the District to teach in an area for which the teacher is not properly endorsed and the teacher is required to take additional college coursework to obtain licensure to remain in that position, the district will reimburse the teacher up to \$2,500 annually for tuition for up to three (3) years. The teacher must remain in the district the year following the specific year's reimbursement or repay the sum for that previous year. If a separate program for tuition assistance is created by the Chinook School Board or by the State of Montana, or if the teacher receives a scholarship or other financial assistance (*not including loans*) reducing the cost of the college coursework, this provision may only be applied towards any remaining balance. For example, if the state or school board develops a teacher residency program and pays for all of the college coursework, a teacher will not be eligible for tuition reimbursement under this provision. If those other programs only pay for a portion of the additional college courses, then the teacher may still be eligible for reimbursement for any uncovered costs under this provision.

- c. The District will reimburse teachers for up to \$500 in tuition expenses, annually, for any teacher who desires to change lanes through additional college coursework.
- d. Provision 15.5 Parts b and c will become effective immediately (FY 22) but may be repealed by the Board of Trustees after June 30, 2024 by Board action in any year after FY 24, so long as they do so prior to August 1<sup>st</sup> of the year in which the provision is to be removed.

**15.6 Moving Expenses:** New teachers to the district may obtain up to \$1,000 in moving expense reimbursement.

#### **ARTICLE XVI- ABOVE SCHEDULE PAY FOR EXTRA DUTIES**

##### **16.1 Extra Duty Schedule:**

The "Extra-Curricular Pay Schedule" shall be used to determine above schedule pay for the performing of extra duties. If, during the year, extra duty activities are presented which are not on the schedule, a logical compensation shall be developed using the schedule as a guide. Refer to Appendix #3.

16.2 Whenever possible, the Board will issue a separate extra-curricular contract with the teacher's contract. If not, the contract will be issued as soon as possible, but before the extra-curricular activity begins. Class sponsors will be assigned by the Administration unless volunteers are obtained by April 25.

16.3 Mentoring: The District will provide a stipend of \$1,000 for veteran teachers (4 or more years in the district) who agree to mentor a new teacher to the District. If the administration determines the new teacher could use a mentor for a second year, a mentor assisting in a teacher in their second year will receive a stipend of \$500. A second-year mentor does not need to be the same mentor as the first year.

#### **ARTICLE XVII- INSURANCE, IRS 125 PLAN AND RETIREMENT**

##### **17.1 Health Insurance:**

- a. All teachers are eligible to participate in the insurance plan selected in Section B provided the carrier will cover said teacher(s). All teachers are eligible for this benefit. The School District will contribute the following toward the reference insurance plan selected beginning July 1, 2017 toward insurance premiums:

Single = 100% of the single reference premium.

2-Party = 120% of the single reference premium.

Employee with children = 130% of the single reference premium.

Family = 140% of the single reference premium.

If the teacher has verified to the District that they have insurance coverage already, the staff member may opt-out of additional insurance coverage and receive 70% of the single reference premium.

Any monies required over and above the school district contribution for insurance premiums or other benefits, shall be deducted from the employee's paycheck and/or the appropriate 125 plan and/or the appropriate flex plan. Any monies in excess of the cost of the selected insurance plan can be applied to a Health Savings Account (HSA) and/or additional portable coverage offered through the district (i.e. dental, vision, cancer, accident, etc.) Excess monies not applied to additional coverage or HSA will stay in the district.

Employees shall pay any monthly or annual fees or costs of administration of the health insurance plan.

Teachers may continue to move from one category to another as their family situation changes.

- b. The existing insurance plan and policy shall remain in effect until changed as provided for below. The insurance plan(s), insurance carrier(s), the 125 administrator, 125 plan, HSA administrator, flex plan and/or policy(ies) shall be selected by mutual agreement between the Association and the School Board. A reference health insurance plan shall be established and all other plans offered will be paid based off of this reference plan.
- c. The District's only financial obligation in this article is to pay to the insurance carrier(s) the appropriate premium and/or benefit contributions and withholdings. The School District is not the insurance, 125 or flex plan provider and shall not be liable for any claims, benefits or for any non-payment of claims or benefits, or failure to provide coverage or benefits.

#### 17.2 Part-time Teachers:

- a. Part-time teachers will receive a pro-rated percentage of all fringe benefits depending on the time contracted, i.e. half-time teachers would receive 50% of all fringe benefits, etc. All required PIR days will be treated in the same pro-rated percentage as above, with the teacher receiving a full day's pay for a full-time teacher on the salary schedule.
- b. Full-time teachers who desire to go less than full time, may do so with board approval. Approval will depend upon the benefit to the district and whether the district can accommodate based upon enrollment and staffing needs.

#### 17.3 IRS 125 Plan:

A flexible benefit account (125 Plan) shall be established as provided above for employees who wish to participate. The District shall pay the set-up fee and the annual review cost. The participating employee shall pay the monthly fee. The plan shall include (subject to the carrier, School Board and Association agreement):

- 1) Health care costs in excess of the district contribution;
- 2) Insurance premiums not paid by the employer;
- 3) Dependent care costs regardless of age;
- 4) Other insurance options to include but not limited to:
  - a. Dental
  - b. Vision
  - c. Life
- 5) Tax sheltered annuities.

#### 17.4 Retirement or Termination Pay:

Teachers who retire or terminate their employment for reasons not reflecting discredit on themselves shall be entitled to receive one or more of the following incentives for which they qualify:

- a. After 20 years of teaching in the Chinook School system, 1/20 of the last teaching contract salary.
- b. One-half accumulated sick leave at substitute teacher daily rate of pay.
- c. Teachers who have a minimum of 21 total years of teaching with a minimum of 15 years in District #10, including the 5 years immediately prior to retiring or leaving the district may apply to the School Board for the veteran teacher bonus from the District. Teachers granted the veteran teacher bonus will receive a bonus payment of \$10,000.

Teachers requesting the veteran teacher bonus must notify the Board, in writing, by February 1st of the year in which they wish to retire. Notification will be considered as a formal resignation and will be binding and irrevocable. Teachers will receive the veteran teacher bonus in one payment paid no later than the January after their employment with the district ends.

Teachers requesting the veteran teacher bonus and wishing to receive early payment at completion of their final contract must notify the Board, in writing, by May 1st one year in advance of the year they wish to end their employment with the district. Notification will be considered as a formal resignation and will be binding and irrevocable.

If more than two teachers put in for the veteran teacher bonus in any one year, the two most senior teachers will receive this bonus payment. Those electing the bonus a full year early under Option 4 below will get priority.

- d. Eligible employees shall receive all benefits available to them in a, b, and/or c above. The benefit will include all district obligations for applicable withholding tax, retirement contributions and Social Security contributions.

The eligible employee may select any of the three options set forth in 19-20-716, MCA. Under the conditions of this plan, the District will treat these options as follows:

Option 1

The member may use the total termination pay in the calculation of the member's average final compensation. The member and the employer shall pay contributions to the retirement system as determined by the TRS board to adequately compensate the system for the additional retirement benefit. The contributions must be made at the time of termination.

Option 2

The member may use a yearly amount of the total termination pay added to each of the 3 consecutive years' salary used in the calculation of the member's average final compensation. To determine the amount of termination pay used in the calculation of average final compensation, termination pay must be divided by the total number of years of creditable service to determine a yearly amount. The member and the employer shall pay contributions on the termination pay according to the rates provided for in 19-20-602 and 19-20-605(1). The contributions must be made at the time of termination.

Option 3

The member may exclude the termination pay from the average final compensation. A contribution is not required of either the member or the employer.

Option 4

The member may elect to have the bonus added into the final year of their contract, if the election is made by May 1<sup>st</sup> of the prior year.

## **ARTICLE XVIII: GRIEVANCE PROCEDURE**

### **18.1 Definitions:**

- a. A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of the terms of this negotiated Agreement.
- b. A grievant is a teacher, or group of teachers, or the Association.
- c. Days shall mean calendar days, except as otherwise noted.

## 18.2 Procedure:

### Step I. Immediate Supervisor

The grievant shall within forty-five (45) days of the occurrence or knowledge of the act or condition which is the basis of the complaint, present the grievance in writing to the immediately involved supervisor.

The grievance shall be written on the appropriate grievance form (Appendix 4) and shall include a statement of the grievance, which article(s) are in dispute, and the requested remedy.

The immediate supervisor will arrange for a meeting with the grievant and the Association, at its option, within five (5) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting.

### Step II. Superintendent

If the grievant or the Association is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance, within five (5) days may be referred to the superintendent. The superintendent shall arrange for a hearing with the grievant(s) and the Association, at its option, to take place within five (5) days after receipt of the appeal. Both parties, shall have the right to include in the presentation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent will have five (5) days to provide the grievant and the Association with a written decision.

### Step III. School Board

If the grievant or the Association is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within seven (7) school days after presentation of the grievance, then the grievance, within seven (7) days, may be referred in writing to the Board of Trustees. The Chairman of the Board shall arrange for a hearing with the grievant and the Association, at its option, to take place at the next regularly scheduled meeting. Upon the conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant and the Association with a written decision.

### Step IV. Binding Arbitration

If the Association is not satisfied with the disposition of the grievance at Step Three, or if no disposition has been made within the time period provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty-one (21) days after it has received the decision at Step Three. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

After notice of submission to arbitration, the Association shall request from the Montana Board of Personnel Appeals a list of qualified arbitrators. Within fourteen (14) days of receipt, each party starting with the Association shall alternately strike names from the list, and the name remaining shall be the arbitrator.

The arbitrator shall consider the grievance and render a decision within sixty (60) days of the hearing or final submission of briefs, whichever is later. The arbitrator's decision shall be final and binding upon the parties.

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties. If one of the parties wants a transcript of the arbitration



proceedings, the party requesting the transcript will pay the costs of the transcript. If both parties request transcripts, they shall share equally the costs.

18.4 Exceptions to Time Limits:

The time limits set forth in this Article may be changed by written agreement.

18.5 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.

18.6 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, as long as the Association is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.
- b. A grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by the Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

18.7 No Reprisals:

No reprisals of any kind will be taken by the Board, the school administration, the Association or the employee against any person because of participation in the grievance procedure.

**ARTICLE XIX: EFFECT OF AGREEMENT**

19.1 Authority:

The Board and Association shall carry out the commitments contained herein and give them full force and effect.

19.2 Changes in Agreement:

During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through written and signed amendments with the voluntary and mutual consent of the parties.

19.3 Compliance of Individual Contract:

Any individual contract between the Board and an individual teacher, heretofore or hereafter, shall be subject to and consistent with the terms and conditions of this Agreement. This Agreement, during its duration, shall be controlling.

19.4 Saving Clause:

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall

continue in full force and effect. If such provisions exist which are contrary to law, adjustments shall be made immediately to conform with the law.

19.5 Duplication and Distribution:

Copies of this Agreement shall be printed within 30 days after the Agreement is signed. The Association shall be provided with 15 copies within the 30 days, and general distribution shall be during teacher orientation in the fall.

IN WITNESS WHEREOF, The Chairman and Clerk of the Board, by authority vested in them pursuant to Resolution passed by a majority of the Board, have, on behalf of the Board, subscribed their names and affixed the seal of the Board; and the President and Secretary of the Association, by authority in them vested by Resolution passed by a majority of the membership of the Association have hereunto subscribed their names on behalf of the Association, on the day and year first above written.

FOR THE CHINOOK EDUCATION ASSOCIATION:

FOR THE BOARD OF TRUSTEES, SCHOOL DISTRICT #  
10, CHINOOK, BLAINE COUNTY, MONTANA:

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
BOARD CLERK

**July 1, 2023 – June 30, 2025**

APPENDIX 1

# Chinook Public Schools

## TEACHER CONTRACT

**THIS AGREEMENT**, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between School District #10, Blaine County, Montana, hereinafter referred to as the School District, and \_\_\_\_\_, hereinafter referred to as the teacher,

**WITNESSETH;**

1. That said School District hereby agrees to employ the said teacher to teach, for the school year \_\_\_\_\_ for a period of not more than 7 days beyond the adopted school calendar days (exclusive of legal holidays and vacations), seven of which may be pupil instructional related.
2. That the said School District shall pay to the above-named teacher the sum of \$ \_\_\_\_\_ Dollars per annum, pay day being the 20th of each month or on the last preceding business day before the 20th of the month if applicable, state: June, July and August installments to be paid in a lump sum on the last regular working day of that employee. The teacher's salary will be paid at the rate stated above, less deductions required under federal and state laws, and such other deductions as shall be mutually agreed to.
3. It is further understood that the teacher holds a valid certificate, or will have met the requirements for such by the opening of school.
4. Should the teacher be found incompetent in the discharge of his or her duties or disloyal to the interest of the school, or guilty of unprofessional conduct, the Board of Trustees reserves the right to cancel his or her employment at any time, and in such case that part of the annual salary to be paid the teacher will be pro-rated for the actual time of his or her services.
5. The teacher shall be required to comply with the provisions of the state laws concerning the duties of teachers, with all the rules and regulations of the Board of Trustees, a copy of which is available to the teacher and which is made a part of this agreement by reference, and to faithfully observe and execute the directions of the superintendent of schools and the building principal.
6. Teaching assignments shall be made known to each teacher prior to June 5th, whenever possible, and shall be changed thereafter only in cases of emergency.
  - a. Resignations submitted to take effect at times other than the end of the school term shall be out of order, except by mutual agreement. When a contract has been terminated by mutual agreement, the school district shall be obligated to pay that portion of the salary provided in this contract that has been earned up to and including the last day of service. (Earned salary shall mean the total days of a service under this contract as related to the total number of days in a school year.)
  - b. Should a contract be terminated after June 15, the Board will release the contract provided the staff member makes payment for the liquidated damages to Chinook Public Schools. The staff member wishing to be released from contract shall pay, prior to contract release, 3% of the remaining salary which would have been earned.

The penalty shall be imposed unless due to ill health or other unforeseeable circumstances that the Board finds reasonable and accepts the resignation to take effect without penalty.

If the resigning teacher will be replaced through the restructuring process, the penalty will not be assessed.

7. Under the terms of this contract, the teacher shall be required to perform extra duties necessary for the smooth operation of the overall program, as assigned by the administration and the Board of Trustees. Duties in Appendix 3 will be limited to two per teacher, unless more is requested by the teacher.
8. That this instrument shall operate as notice of election of the teacher for the school year designated herein, and that, unless the teacher shall accept, sign and return said instrument to the office of the clerk of said school district within 30 days after issuance of the contract, whichever is later, instrument shall be without legal effect.
9. That the rights and obligations of the parties to this contract shall be governed by the laws of the State of Montana, and the Professional Negotiations Agreement, which has been approved and adopted by the Board of Trustees of said school district and the Association, copy of which has been received by the teacher and which are made a part hereof by reference.
10. The code of ethics of the teaching profession shall be abided by.

**IN WITNESS WHEREOF**, the parties hereto cause this agreement to be duly signed in duplicate originals, each of which shall be entitled to full faith.

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Signature of School Board Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature of Clerk, Board of Trustees  
School District #10  
Blaine County  
Chinook, Montana 59523



## APPENDIX 2 - SALARY SCHEDULE

2023-24 (1.25% increase)

	BA	BA +10	BA +20	BA + 30	Masters
STEPS ↓	Lane 1 0%	Lane 2 3.75%	Lane 3 4.25%	Lane 4 4.25%	Lane 5 4.25%
0	\$35,336	\$36,661	\$38,219	\$39,844	\$41,537
1	\$35,513	\$36,845	\$38,411	\$40,043	\$41,745
2	\$35,690	\$37,029	\$38,603	\$40,243	\$41,954
3	\$36,940	\$38,325	\$39,954	\$41,652	\$43,422
4	\$38,233	\$39,666	\$41,352	\$43,110	\$44,942
5	\$39,571	\$41,055	\$42,799	\$44,618	\$46,515
6	\$40,956	\$42,492	\$44,297	\$46,180	\$48,143
7	\$42,389	\$43,979	\$45,848	\$47,796	\$49,828
8	\$43,873	\$45,518	\$47,452	\$49,469	\$51,572
9		\$47,111	\$49,113	\$51,201	\$53,377
10		\$48,760	\$50,832	\$52,993	\$55,245
11		\$50,223	\$52,357	\$54,582	\$56,902
12			\$53,928	\$56,220	\$58,609
13				\$57,906	\$60,368
14				\$59,644	\$62,179
15					\$63,422
16					\$64,056
17					\$64,697
18					\$65,344
Longevity	\$500	\$500	\$500	\$500	\$500
20+	\$44,373	\$50,723	\$54,428	\$60,144	\$65,844

2024-25 (1.75% increase)

	BA	BA +10	BA +20	BA + 30	Masters
STEPS ↓	Lane 1 0%	Lane 2 3.75%	Lane 3 4.25%	Lane 4 4.25%	Lane 5 4.25%
0	\$35,954	\$37,303	\$38,888	\$40,541	\$42,264
1	\$36,134	\$37,489	\$39,082	\$40,743	\$42,475
2	\$36,315	\$37,677	\$39,278	\$40,947	\$42,687
3	\$37,586	\$38,995	\$40,653	\$42,380	\$44,182
4	\$38,901	\$40,360	\$42,075	\$43,864	\$45,728
5	\$40,263	\$41,773	\$43,548	\$45,399	\$47,328
6	\$41,672	\$43,235	\$45,072	\$46,988	\$48,985
7	\$43,131	\$44,748	\$46,650	\$48,632	\$50,699
8	\$44,640	\$46,314	\$48,283	\$50,335	\$52,474
9		\$47,935	\$49,972	\$52,096	\$54,310
10		\$49,613	\$51,721	\$53,920	\$56,211
11		\$51,101	\$53,273	\$55,537	\$57,898
12			\$54,871	\$57,203	\$59,634
13				\$58,919	\$61,424
14				\$60,687	\$63,266
15					\$64,532
16					\$65,177
17					\$65,829
18					\$66,487
Longevity	\$500	\$500	\$500	\$500	\$500
20+	\$45,140	\$51,601	\$55,371	\$61,187	\$66,987

APPENDIX 2 - SALARY SCHEDULE  
APPENDIX 3 - EXTRA-CURRICULAR PAY SCHEDULE  
**EXTRA-CURRICULAR PAY SCHEDULE**  
**Effective July 1, 2023**

504:	District Coordinator	\$1000
ACADEMIC CHALLENGE:	Advisor (JH & HS)	\$750
*ACTIVITIES DIRECTOR:	Director	\$5000
	Asst. Director	\$2500
ANNUAL:	Advisor	\$1000
BASKETBALL:	Head Coach	\$3500
	Assistant Coach(es)	\$2500
	Junior High Coach(es)	\$1500
BPA:	Advisor	\$2000
CHEERLEADERS:	Fall	\$750
	Winter	\$2000
CHIPS:	Team Leader	\$550
	Team Member (7)	\$350
CLASS ADVISORS:	Senior (2)	\$700
	Junior (2)	\$700
	Sophomore (2)	\$500
	Freshman (2)	\$500
	Junior High (2)	\$350
CONCESSION:	Director	\$6500
	Assistant	\$2000
CROSS COUNTRY:	Head Coach	\$3500
	Assistant Coach	\$2500
	Junior High Coach(es)	\$1500
FCCLA:	Advisor	\$2000
FFA:	Advisor	\$2500
FOOTBALL:	Head Coach	\$3500
	Assistant Coach(es)	\$2500
	Junior High Coach(es)	\$1500
GIFTED & TALENTED:	Meadowlark	\$2000
GOLF:	Head Coach	\$3500
	Assistant Coach	\$2500
HONOR SOCIETY:	Advisor	\$750
IEFA:	District Coordinator	\$750
INFINITE CAMPUS:	Building (2)	\$750
MENTOR	First Year	\$1000
	Second Year	\$500
MBI (MTSS I):	Chairperson (2)	\$1000
	Vice-Chairperson (2)	\$500
MUSIC:	Pep Band Director	\$3500
NEWSPAPER/NEWSLETTER:	Advisor	\$1000
PEP CLUB:	Advisor	\$750
RTI (MTSS II):	Chairperson (EL)	\$1500
	Vice-Chairperson (JH/HS)	\$750
SAFETY:	Chairperson	\$1000
	Vice-Chairperson	\$500

SCIENCE OLYMPIAD:	Advisors (2)	\$500
SPEECH & DRAMA:	Head Coach	\$3500
	Assistant Coach	\$2500
STUDENT COUNCIL:	High School	\$750
	Junior High School	\$500
	Middle School (4-6)	\$250
TECHNOLOGY:	Building (2)	\$5000
TENNIS:	Head Coach	\$3500
	Assistant Coach	\$2500
TRACK:	Head Coach	\$3500
	Assistant Coach(es)	\$2500
	Junior High Coach(es)	\$1500
VOLLEYBALL:	Head Coach	\$3500
	Assistant Coach(es)	\$2500
	Junior High Coach(es)	\$1500
WRESTLING:	Head Coach	\$3500
	Assistant Coach(es)	\$2500
	Junior High Coach(es)	\$1500

\*If Activities Director(s) or Technology Directors are assigned to a person other than a member of the bargaining unit, this schedule need not be adhered to.

APPENDIX 4 - GRIEVANCE REPORT FORM

**ARTICLE XVIII - GRIEVANCE FORM**

Date: \_\_\_\_\_

Your name: \_\_\_\_\_

Your School and/or Position: \_\_\_\_\_

Place Where You May Be Reached: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**STATEMENT OF THE GRIEVANCE:** (Use additional paper if needed)

**ARTICLE(S) IN DISPUTE:** (Use additional paper if needed)

**REQUESTED REMEDY:** (Use additional paper if needed)

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date



APPENDIX 5 – TEACHER EVALUATION INSTRUMENT

**CHINOOK PUBLIC SCHOOLS**  
**TEACHER EVALUATION FOR PROFESSIONAL DEVELOPMENT**

---

**TEACHER**  
**SCHOOL YEAR**

**GRADE(S)**

**SUBJECT AREA**

**EVALUATOR**

**OBSERVATION DATE**

**TENURED TEACHER**

**NON-TENURED TEACHER**

**YEARS IN DISTRICT**

**YEARS OVERALL**

**YEAR LAST EVALUATION COMPLETED**

**PROFESSIONAL ACTIVITY OBSERVED:**  
Instruction in the Resource Room.

---

Teacher will initial the applicable statement(s)

\_\_\_\_\_ I accept this evaluation report as submitted to me.

\_\_\_\_\_ I request another evaluation by the district superintendent for the following  
specific reasons

---

Signature of Evaluator  
(Signifies review of evaluation  
with teacher)

---

Signature of Teacher  
(Signifies reading and review  
of evaluation)

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

# **DOMAIN ONE: PLANNING AND PREPARATION**

		E	P	D	U
<b>a.</b>	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>b.</b>	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.				
<b>c.</b>	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.				
<b>d.</b>	The teacher shows his or her knowledge of student developmental characteristics, approaches to learning, knowledge, skills, interests, cultural heritage, and state and district assessment performance levels.				
<b>e.</b>	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.				

## **EVALUATOR COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH**

E=Exemplary

P=Proficient

D=Developing

U=Unsatisfactory

## DOMAIN TWO: LEARNING ENVIRONMENT

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

### EVALUATOR COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH

E=Exemplary

P=Proficient

D=Developing

U=Unsatisfactory

### DOMAIN THREE: INSTRUCTIONAL EFFECTIVENESS FOR STUDENT LEARNING

		E	P	D	U
<b>a.</b>	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>b.</b>	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.				
<b>c.</b>	Verbal and written communication is clear and appropriate to students' age, background and level of understanding.				
<b>d.</b>	Questions are appropriate to the content and level of student understanding. Teacher encourages students to pose his or her own questions and is responsive to student questions. Teacher facilitates student led discussions.				
<b>e.</b>	The teacher demonstrates understanding of assessment for, and of, learning and how each plays a valuable part in teaching and learning.				
<b>f.</b>	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.				

### EVALUATOR COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH

E=Exemplary

P=Proficient

D=Developing

U=Unsatisfactory

#### DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

		E	P	D	U
<b>a.</b>	The teacher shares information about the school's educational program and expectations for student performance. Teacher develops a mechanism for two-way communication with families about student progress, behavior, and personal needs or concerns.				
<b>b.</b>	The teacher keeps records of attendance, disciplinary actions, emergency contact information and personal information. Teacher shares relevant information with appropriate school personnel.				
<b>c.</b>	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.				
<b>d.</b>	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.				
<b>e.</b>	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.				

#### EVALUATOR COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH

E=Exemplary

P=Proficient

D=Developing

U=Unsatisfactory