

MASTER AGREEMENT
BETWEEN
NASHUA PUBLIC SCHOOLS
AND
NASHUA EDUCATION ASSOCIATION
FOR
2023-24, 2024-25
SCHOOL YEARS

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PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the school district(s) is their mutual aim and, WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating programs designed to improve educational standards, and the Board and Exclusive Representative have a mutual obligation pursuant to law to bargain collectively with respect to wages, hours, fringe benefits, amount of work, holidays, retirement, insurance benefits, addendum work, grievance procedure, and such other areas directly involving these matters, subject to those limitations defined as management rights and prerogatives by the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, Montana Code Annotated, as amended, to provide the terms and conditions of employment for teachers during the duration of the Agreement, and/or pending amendments if not renegotiated.

ARTICLE I: PURPOSE

1.1 Parties

THIS AGREEMENT is entered into between School District No. 13E, Nashua, Montana, (hereinafter referred to as the School District) and the Nashua Education Association, (hereinafter referred to as exclusive representative) pursuant to and in compliance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, Montana Code Annotated, as amended, to provide the terms and conditions of employment for teachers during the duration of the agreement, and/or pending amendments if not renegotiated.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1 Recognition

In accordance with the Act, the school district recognizes the Nashua Education Association as the exclusive representative of teachers employed by the school district which exclusive representative, shall have those rights duties as prescribed by the Act and as described in the Agreement.

2.2 Appropriate Unit

The exclusive representative shall represent members of the appropriate unit which shall consist of all teachers of the school district who are certificated in Class 1, 2, 4, or 5 as provided in Section 20-4-106, MCA and whose position calls for or requires such certification but shall exclude the following: the superintendent, principals, assistant principals, substitute teachers, or any teacher whose employment is of temporary, casual, or seasonal character. The employment of a teacher for less than fifteen (15) hours per week or less than the regular school year, or substitute teacher, shall be deemed to be employment of a temporary, casual, or seasonal character and such employees shall not be considered members of the appropriate unit.

ARTICLE III: DEFINITIONS

3.1 Terms and conditions of employment

Terms and conditions of employment shall mean wages, hours, fringe benefits, amounts of work, holidays, retirement, insurance benefits, addendum work, grievance procedure and other conditions of employment subject to those limitations defined as management rights and prerogatives by the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, MCA, as amended.

3.2 School District or School Board

The terms "school board" or "school district" shall mean School District No.13E, Nashua, Montana, its Board of Trustees or its officials and representative(s) as designated by the Board of Trustees.

3.3 Meet and Confer

Meet and confer means the exchange of views and concerns between the school district and exclusive representative. The Board has final authority and decision over all meet and confer items and issues.

3.4 Teacher or Employees

The term teacher(s) or employee(s) as used herein shall mean a member of an appropriate unit as defined in the Agreement.

ARTICLE IV: SCHOOL DISTRICT RIGHTS

4.1 Inherent Managerial Rights

The exclusive representative recognizes that the school district is not required to and is not permitted to negotiate on matter of inherent managerial prerogatives, which include but are not limited to the following: directing employees, hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of lack of work or funds under conditions where continuation of such work would be inefficient and non-productive; maintaining the efficiency of government operations; determining the methods, means, job classifications, and whatever actions may be necessary to carry out the missions of the school district in situations of emergency; and establishing the methods and processes by which work is performed. The exclusive representative further agrees that all management rights, functions, and prerogatives as stated by law not expressly delegated in the Agreement are reserved to the school district.

4.2 Management Responsibilities

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

4.3 Effects of Laws, Rules & Regulations

The parties recognize that all teachers covered by the Agreement shall perform the teaching and teaching-related services prescribed by the school district. The 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 in so far as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the school district, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Montana, Federal laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect.

ARTICLE V: ASSOCIATION RIGHTS

5.1 Right to Organize

The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representatives of his/her own choosing, to negotiate the terms and conditions of his/her employment and that he/she shall be free from interference, restraint, or coercion by the Board, or its agents, in the designation of such representatives or in self organization or in other concerted activities for the purpose of negotiation or other mutual aid or protection.

5.2 Pertinent Information

The Board agrees to furnish to the Association in response to reasonable requests for pertinent information as required by law. The Association will pay an actual cost figure for any reproduction of data to be paid annually.

5.3 Association Business

Representatives of the Association and its affiliates will be permitted to transact official Association business on school property, provided that this shall not disrupt normal school operations.

5.4 Association Use of Buildings

The Association and its representatives may have the right to use the school buildings for meetings when one-day advance request of time and place of all such meetings is made to the superintendent.

5.5 Association Use of School Equipment

The Association may have the right with permission of the superintendent to use school facilities and equipment, including laptops and other electronic devices, printers, copy machines, calculators, and other types of equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.

5.6 Association Use of Inter-School Communication Facilities

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on the teacher bulletin board in the Teacher's Lounge. The Association may use teacher mail boxes or email for communication to teachers.

5.7 Association Involvement at Faculty Meetings

The Association shall be given one-half (1/2) hour on the agenda of the orientation program for new teachers to explain Association activities. Teachers shall attend all teachers' meetings called by the superintendent and may be given an opportunity at faculty meetings to present reports and announcements.

5.8 Association Involvement at School Board Meeting

The Board shall place on the agenda of each regular Board meeting as an item for consideration under "new business" so long as those matters are made known to the superintendent's office seventy-two (72) hours prior to said regular meeting.

5.9 Association Leave

At the beginning of every school year, the Association shall be credited with three (3) days (24 total man-hours) to be used by teachers who are officers or agents of the Association, such use, with pay, subject to approval of the superintendent. The superintendent will be notified no less than three (3) days prior to the commencement of such leave. All mileage and per diem will be borne by the Association.

5.10 Exclusive Rights of Association

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other competing organization pursuant to law.

5.11 Rights Withdrawal

The rights described above shall be withdrawn in the event the Association or any of its officers or members use such facilities or rights to further a reduction in work.

ARTICLE VI: PROFESSIONAL DUES & FEES/PAYROLL DEDUCTIONS

6.1 Dues Deduction Authorized

The Board of Trustees agrees to deduct from the salaries of all teachers of the appropriate unit such monies for membership in the National Education Association, MFPE, and Nashua Education Association as said persons individually authorize the Board to deduct as provided by law. Individual authorization papers must be signed and into the clerk by October 1 of the respective year.

6.2 Notification & Transmittal of Monies

- A. The Association will certify to the Board, in writing, the current rate of membership dues.
- B. Additional authorization for dues deduction when received by the Board during the school year will be prorated over the remaining monthly payments of the person's current contracted salary.
- C. Said monies, together with records of any corrections, shall be transmitted to the executive secretary of the Montana Federation of Public Employees.

6.3 Other Payroll Deductions

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, insurance, or any other plans or programs approved by the Association and the Board.

ARTICLE VII: TEACHER RIGHTS

7.1 Citizenship Rights

The Board recognizes full rights of citizenship. All teachers share the same rights under Montana law and the CBA.

7.2 Civic, Judicial & Quasi-Judicial Duty

A teacher called to appear for legal proceedings before any judicial or quasi-judicial or administrative tribunal for business pertaining to School District No. 13E or jury duty shall be paid the difference between his/her base pay and his/her pay as a juror except that no payment shall be made for jury duty on days which are not scheduled work days of the district. In order to receive pay for the difference, the employee must provide the district with a statement signed by an official of the Court certifying the dates served as a juror and the fees paid to him/her.

7.3 Personal Life

The personal life of any teacher is not an appropriate concern of the Board as long as the teacher's professional duties are not adversely affected or the normal educational process of the school is not in any way disrupted or adversely affected.

7.4 Appearance Before Employer

No teacher shall be required to appear at a formal hearing before the Board concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, employment, or the salary or any increment pertaining thereto, unless he/she has been given prior written notice of the reason for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such interview.

7.5 Uniform Application of Rules and Regulations

All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

7.6 State and Federal Rights

Nothing contained herein shall be construed to deny or to restrict any teacher such rights as he/she has under the laws of Montana and the United States or other applicable laws, decisions, and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE VIII: REDUCTION IN FORCE AND RECALL (RIF)

8.1 Introduction to RIF Process

In the situation where the Board feels it is necessary to relieve teachers from duties because of lack of funds or declining enrollment in the district or other just reasons, the following process will be followed.

8.2 Definitions

- A. **Teacher:** The term teacher used herein shall refer only to tenured teachers, regularly employed by the school district.
- B. **Qualified:** Qualified means a tenured teacher who is certified by the State Department of Public Instruction for a position, or part of a position established by the school district, and who has taught in such subject matter category for at least one semester within the last five (5) years while a member of the Nashua School District.
- C. **Subject Matter:** Subject matter shall mean such categories as are determined by the State Department of Public Instruction for certification purposes.
- D. **Days:** Days means teacher duty days, unless otherwise stated.

8.3 Natural Attrition

The Board shall first attempt to avoid RIF through natural attrition of teachers in the District.

8.4 Qualified Teachers/Multiple Endorsements

If RIF is necessary, the needs of the school system to have fully certified teachers who are properly endorsed by the State of Montana in curriculum areas to meet accreditation standards, and are "Qualified" per the definition above shall be given first consideration in retaining teachers. The Board may consider multiple endorsements based on the needs of the District. No non-tenured teacher shall be retained if a tenured teacher with certification for that position is being laid-off.

8.5 Seniority

Seniority shall be given second consideration in retaining teachers. A teacher with sufficient seniority to remain in the District but whose teaching position is no longer available shall be transferred to a teaching position for which he or she is properly certified. If possible, the transfer shall be to a position of his or her choice. Seniority shall be defined as the total length of continuous service with the District. In the event of identical dates of employment, advanced preparation as of the previous October 10th shall have precedence.

8.6 Certification and Seniority List

If the RIF policy is being implemented, the Superintendent must provide a list delineating the certification and seniority of each certified staff member to the NEA and each teacher on or before May 15th.

However, the Superintendent will notify the NEA immediately if the reduction in force policy will be discussed at the next board meeting. The certification and seniority list of staff members will then be presented to the NEA upon request.

8.7 Recall

Teachers who are laid-off will be recalled in reverse order of lay-off to fill openings as they arise provided the teacher is qualified to fill the opening. A recall list shall be maintained by the District for a period of two (2) contract years. Teachers who have been laid-off and recalled shall not lose tenure.

ARTICLE IX: GRIEVANCE PROCEDURE

9.1 Grievance Definitions.

- A. Grievance is a written and signed claim by a Grievant that there has been a violation of the terms of the Agreement.
- B. A Grievant is a teacher, or group of teachers, or the Association.
- C. Days shall mean calendar days, except as otherwise indicated.

9.2 Individual Rights

Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration at Level One (defined below), and having the grievance adjusted at Level One without intervention by the Association, provided that adjustment is not inconsistent with the terms of this contract. The teacher, administrator, or school district may be represented during any step of the procedure by any person or agent designated by such party to act on his/her behalf.

9.3 Procedure

STEP I - Immediate Supervisor

The Grievant shall within twenty-one (21) 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 B) and shall include a statement of the grievance, which articles(s) are in dispute, and the requested remedy. If the grievance is of a repeat or recurrent nature, the remedy of the grievance shall only extend back 60 days from the date the grievance was filed. The immediate supervisor will arrange for a meeting with the Grievant to take place within seven (7) days after receipt of the grievance. The supervisor shall provide the Grievant and the Association with a written answer to the grievance within seven (7) days after the meeting.

STEP II - Superintendent

If the Grievant or the Association is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance, within seven (7) days, may be referred to the superintendent or the superintendent's designee. The superintendent shall arrange for a hearing with the Grievant to take place within seven (7) days after receipt of the appeal. Upon conclusion of the hearing, the superintendent will have seven (7) 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 II, or if no decision has been rendered within seven (7) days after presentation of the Grievance, then the grievance within seven days may be referred to the Board of Trustees. The Chairman of the Board shall arrange for a hearing with the Grievant to take place at the next regularly scheduled meeting. Upon 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 Grievant or the Association is not satisfied with the disposition of the grievance at Step III, or if no disposition has been made within the time period provided, the grievance, only at the option of the Grievant or the Association, may be submitted before an impartial arbitrator. The Grievant or the Association may exercise their 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 III. After notice of submission to arbitration, the Grievant or the Association shall request from the Montana Board of Personnel Appeals a list of qualified arbitrators. Within fourteen (14) days of receipt, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The arbitrator shall not consider any argument or evidence that the Grievant, Exclusive Representative or School Board did not submit to the other side seven (7) days before arbitration. 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. Costs associated with binding arbitration shall be shared equally by the Grievant or the Nashua Education Association and the School District. If one of the parties wants a transcript of the arbitration proceedings the party requesting the transcript will pay the costs for the transcript. If both parties request transcripts, they shall share equally in the cost.

9.4 Time Limitations and Waivers

The time limits set forth in this Article may be changed by written agreement. If the Grievant fails to file the grievance within the first 21 days as stated in Step I, the grievance is forever waived. If the Grievant fails to timely file an appeal, the grievance is settled as stated in the earlier step.

9.5 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.

9.6 Cooperation of Parties

The Board, the administration, the Association and the employee will cooperate with the other in its investigation of any grievance, and further will furnish the other such information as is requested for processing of any grievance.

9.7 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.

9.8 Election of Remedies and Waiver

The Association and/or teacher(s) instituting any actions, proceeding or compliant in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Agreement. Upon instituting a proceeding in another forum as outlined herein, the teacher(s) and/or Association shall waive his/her/their right to initiate a grievance pursuant to this Agreement or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

9.9 Jurisdiction of Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator's decision will be based upon the specific provisions of this Agreement. This arbitration provision shall be for grievances only. There shall be no interest arbitration.

ARTICLE X: STAFF EVALUATION

10.1 Evaluation Instrument

The school district will create a committee made up of certified staff and administration to develop or make changes to the evaluation instrument. It is understood that there will be only one evaluation instrument for all K-12 teaching areas. See Appendix E for the evaluation instrument.

10.2 Areas of Evaluation

Teachers shall be evaluated in their areas of contracted employment only. The method of evaluation shall be by direct observation of the teacher. All teachers shall be advised as to the evaluation procedures and criteria to be used before the first evaluation is conducted.

10.3 Conditions of Evaluation

- A. In evaluating a teacher, due consideration shall be given to class size, ability level of students, any physical distractions as they would affect teaching performance. All evaluations of the teacher's activities shall be conducted openly and with the teacher's full knowledge and awareness.
- B. Evaluation of teacher's performance shall be based on both announced and unannounced observations. Unannounced observations shall consist of an observation by the evaluator at a date and time that has not been previously arranged. The observation shall be of sufficient length, recommended thirty (30) minutes, to analyze the lesson and assess teacher performance. The evaluator will identify their purpose for observing upon arrival and the observation will be documented.

10.4 Frequency of Evaluations

Evaluations will continue regularly throughout the teacher's service. All tenured teachers will be observed at least once yearly by March 15, unless a negative evaluation is given and such an evaluation will require a second evaluation, and all non-tenured teachers will be observed at

least twice yearly by the designated evaluator with the first evaluation being conducted by December 1 and the second by March 15.

10.5 Post-Evaluation Conferences

A. Pre-Evaluation Conference

A pre-evaluation conference will be held within at least two days prior to the start of the evaluation or formal observation. The purpose of the pre-evaluation conference will be to indicate and review the activity to be observed and evaluated. All pre-evaluation conferences shall be conducted with the employee's full knowledge and awareness.

B. Formal evaluation

No teacher shall be evaluated on job performance except after observations of the teacher's work by the administrator charged with the responsibility of evaluating that teacher. The teacher will be evaluated in each area for which he or she is contracted.

C. Post-Evaluation Conferences

The evaluator shall hold a conference with the teacher within ten (10) working days following the observation. At this time, a copy of the written report will be provided to the teacher. As appropriate, a teacher shall be provided assistance to correct deficiencies identified during the evaluation as indicated by the evaluation tool.

It is understood that the evaluation conference shall be used as a formal meeting to inform the teacher of his or her overall performance.

10.6 Open Personnel Files

Evaluation reports to be placed in the teacher's permanent file shall be discussed between the teacher and the evaluator and shall be signed by the teacher to signify his notification that the items will be placed in the file. The teacher shall be provided the opportunity to write a rebuttal to the evaluator's conclusion to be attached to the evaluation report. Such evaluation shall be subject to the grievance procedure. Each teacher shall have the right upon request, to review the contents of his/her personnel file, but the file may not be removed from the room. All items relating to an individual teacher shall be kept in a single official file. A representative of the Association, at the teacher's request, may accompany the teacher in this review. Teachers have the right to review and photocopy the contents of their personnel files.

10.7 Rebuttal to Complaints in Teacher Files

A teacher shall be given an opportunity to respond to and/or rebut any complaint regarding the teacher made to a member of administration by a parent, student, or other person which may be used in any manner in evaluating the teacher. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had an opportunity to read the material, respond accordingly, date and sign it. The teacher's signature on the document sheets indicates that the teacher has read the document and discussed it with the administrator, but does not indicate concurrence.

10.8 Electronic Monitoring

Electronic monitoring will not be used in the formal process of evaluation without the teacher's consent, including but not limited to video surveillance, laptop computers, and other electronic devices.

ARTICLE XI: VACANCIES

11.1 Notice of Vacancies

Information regarding vacancies and new positions shall be publicized to the staff and the Association. Where specific training, experience, or other qualifications are prerequisites for any position that is to be available, such conditions shall be stated in the job description.

ARTICLE XII: DUTY YEAR

12.1 Duty Year

The basic duty year for regular full-time teachers shall consist of 1396 hours of Pupil Instruction and Pupil-Related Instruction time. For purposes of this Article, a duty day shall mean a day when the teacher is available to perform services as prescribed by the school district.

12.2 Calendar

The administration and certified staff will develop and present to the School Board a school calendar for the next school year. The school calendar shall be part of school district policy and shall not be a part of this Agreement.

When proposing to adopt changes to a previously adopted school term, school week, or school day, the trustees shall negotiate the changes with the recognized collective bargaining unit representing the employees affected by the changes.

12.3 Rescheduling

In the event that an employee duty day is lost due to a school closing, the teacher shall perform duties on such other day, in lieu thereof, as the school district determines (if any).

12.4 Pupil-Instruction Related Days & Planning

A pupil-instruction-related day is a day of teacher activities devoted to improving the quality of instruction. The activities may include but are not limited to inservice training, attending state meetings of teacher organizations, and conducting parent conferences. A maximum of 7 pupil-instruction-related days will be conducted during a school year, with a minimum of 3 of the days for instructional and professional development meetings or other appropriate inservice training as set forth in Montana ARM 10.55.714.

12.5 Pupil Instruction-Related Days – Alternative Activities – October PIR Days/PIR Days Planning Committee

- A. The district will have a maximum of seven (7) Pupil Instruction Related (PIR) days of six hours for each PIR day.
- B. The district shall annually establish a committee comprised of a majority of teachers to plan PIR day activities and Alternatives (See Below). This committee will convene no later than March 1 so their recommendations can be included in the annual school calendar.
- C. The PIR Day Committee's plan will allow teachers to substitute classes/workshops taken prior to the October convention. To qualify for substitution, the workshop/conference must:
 1. not occur during contract time (school hours) – exception (if the overlap is 30 minutes or less, it will be able to count).

2. be for 12 renewal units, continuing education credits, or 1 semester credit.
3. be completed and proof of completion (renewal units, continuing education credits, or semester credit) turned in to the Superintendent prior to the October convention (i.e., receipt, transcript or copy of OPI credit form).

ARTICLE XIII: WORK LOAD AND CONDITIONS

13.1 Duties Beyond Normal Work Load

Non-instructional duties shall be assigned on an equitable basis.

13.2 Class Size

- A. Individual class size should not exceed the capacity of the facilities available.
- B. Where maximum members within a particular building, subject area, or grade level must exceed this standard, an effort will be made to distribute excess students among the teachers assigned to that grade level or subject area.

13.3 Work Day

- A. Regular work day for all teachers may be between the hours of 7:45 AM and 4:30 PM inclusive.
- B. On days preceding holidays or breaks, the teacher's day should end at the close of the student school day, unless otherwise directed by the administration due to an emergency situation.

13.4 Preparation Time

The administration will provide all teachers with at least 45 contiguous minutes of prep time beyond recess, before school, and after school, except in emergency situations.

13.5 Adequate Materials, Supplies and Facilities

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar material are essential tools of the teaching profession.

13.6 Employing Montana Retirees

Teachers who are retired and employed as a teacher by the District are members of the bargaining unit and subject to the same conditions of employment as all other teachers employed by the District.

ARTICLE XIV: LEAVE

14.1 Sick Leave

- A. At the beginning of each semester, each teacher shall be credited with 60 hours at full salary for illness of the individual, spouse, children, and parents. Sick leave may also be used for personal disability, family medical appointments, quarantine or communicable disease and maternity.
- B. Unused days of leave each year will be allowed to accumulate up to 800 hours.

- C. Sick leave may be used for absences due to childbirth, including reasonable prenatal and postnatal care.
- D. Unused sick days will be reimbursed at a rate of ¼ of the pay attributable to the unused sick leave days at the end of employment with Nashua School, up to a maximum of 800 hours.
- E. Certified employees may donate unused sick leave to the sick leave account of other certified employees with extended illnesses. Certified employees needing additional leave shall email the Superintendent who will in turn make the request via email to other certified employees. The Superintendent will award to the certified employee with the extended illness whatever days are donated, up to 140 hours, for use during the school year in which the days were donated. In the event of a catastrophic or life-threatening illness, the employee may request additional days from the Superintendent on a case-by-case basis. Medical documentation may be required. While using donated sick leave, the employee may not receive pay or compensation from any other plan in which the District participates either in whole or in part.
- F. If a certified employee resigns during a current contract, for any other reason than medical reason, they forfeit all sick leave reimbursement for that year.
- G. Teachers will be allowed to sell back up to 100 hours of sick leave at the end of each school year at the hourly rate of certified substitute teacher pay.

14.2 Bereavement Leave

Bereavement leave is at full salary granted because of a death. Three (3) days of bereavement leave will be allowed each teacher for each death in the immediate family (husband, wife, son, daughter, foster child or ward, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, aunts, uncles, niece or nephew).

Bereavement leave because of a death outside the immediate family may be granted, but is subject to administrative approval. Bereavement leave beyond the three (3) days to which each teacher is entitled may be granted, if needed, and deducted from sick leave.

14.3 Personal Leave

- A. Five (5) days per year at full salary will be provided to each teacher, for personal reasons which require the teacher's absence during working hours. *Personal leave must generally be used in at least half-day increments. Exceptions may be made on an individual basis by the administration.*
- B. A sixth day may be taken without pay, i.e. a reduction in the teacher's monthly pay equivalent to one (1) day's salary at the teacher's contracted daily rate, for the month in which the day is taken.
- C. All applicants will be required to give the administration two (2) days of advance notice of intent to use personal leave. Personal leave will not be granted the day before or the day after holidays, vacation days, or on PIR days, nor may they be taken the first or last week of the regular school year. Exceptions may only be made by the administration.
- D. At the end of the school year, if a teacher has not used any or all of their five paid personal days at full salary, the district will reimburse the teacher, per unused day, in the amount of the teacher's contracted daily rate.
- E. If a certified employee resigns during a current contract, they forfeit all personal leave reimbursement for that year.

14.4 Extended Leaves of Absence

- A. Extended leaves of absence without salary will be provided upon school board approval for such reasons as extended personal illness, extended family illness, exchange teacher, campaigning for or serving in a public office, foreign or military teaching programs, cultural travel or work programs related to professional responsibilities, military service (as provided by law) and child care. Such an extended leave shall not be deemed by the school board to be disruptive or non-conducive of normal classroom educational environment.
- B. Teachers on extended leave shall be entitled only to: Return to the same or comparable positions, tenure, and placement on the salary schedule which they held immediately before commencement of leave and to no other fringe benefits with the exception of teacher paid insurance. Should the individual wish to retain insurance while on leave, they shall assume the full monthly premium.

14.5 Adoption Leave

The state adoption agency currently recommends six (6) weeks be taken off when a child is brought into the home. Nashua Schools will allow three (3) weeks to be taken off by the mother, if she is the district employee, or six (6) weeks might be divided between the father and mother if both are employed by the district. If the father is the district employee, he will be allowed three (3) weeks in case of adoption. Time taken will be subtracted from sick leave. Once the total amount of accumulated sick leave is used up, the substitute's pay will be deducted from the teacher's salary.

14.6 Professional Leave

One day per year at full salary may be granted with administrative approval for visiting other schools, attending education conferences, committee meetings, conventions, and assemblies.

14.7 Miscellaneous

The district reserves the right to add to the length of leave established herein, and to add benefits and to establish other forms of leave, all in its sole discretion and without establishing precedent.

ARTICLE XV: PROFESSIONAL COMPENSATION

15.1 Salary Schedule

The basic salaries of teachers covered by this Agreement are set forth in Appendix C, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

15.2 Initial Placement of Teachers on the Salary Schedule

All incoming teachers will be placed on the salary schedule based on two separate criteria:

- 1) Certification and any graduate credits received in their area of endorsement following certification in the subject(s) they are being hired to teach.
- 2) Experience: a teacher will be placed at the step equivalent to years of experience teaching in any school district accredited by a state accrediting agency (up to ten years) and/or active duty military service (up to one year).

15.3 Sign-on Bonus for New Hires

In order to help the District recruit highly qualified teachers, all newly hired teachers will be given a one-time only sign-on bonus of \$1,000 per F.T.E.

15.4 Recognition for Additional Preparation

- A. All graduate credits in the teacher's area of endorsement(s) currently being utilized in the district will be accepted as additional professional preparation to advance the teacher's preparation status on the salary schedule. The administration may accept graduate credits not meeting this criterion if the teacher and board agree the credits will benefit the district.
- B. Employees who anticipate horizontal movement on the salary schedule shall give written notice to the superintendent of such movement before April 1st. Documentation of additional credits shall be provided to the superintendent no later than September 20th. Documentation shall be in the form of an official transcript, grade card, or other official notification from an accredited college or university. If additional credits are outside the teacher's area of endorsement, to be accepted toward advancement on the salary schedule, prior written board approval must be received. Failure to provide timely notice or timely and adequate documentation shall prevent horizontal movement.

15.5 Pay Periods

- A. Each teacher will receive his/her contract salary in twelve (12) payments, one per month to begin with start of school year, with the final three (3) payments to be paid in a lump sum check at teacher check-out.
- B. Payroll shall be issued by the 6th day of each month. If the 6th falls on a weekend, teachers shall be paid on the Friday prior to the weekend. If the 6th falls on a holiday, teachers shall be paid on the last working day before the holiday.
- C. The teacher shall receive an itemized statement of payroll deductions for each pay period.

15.6 Extra/Co-Curricular Schedule

- A. The Extra/Co-Curricular schedule shall be used to determine the schedule allowances for performing extra duties. See Appendix D for the "dollar" extra duty schedule. Allowances for extra/co-curricular duties will be paid separately from the regular paycheck.
- B. Each stipend amount will increase by the same percentage increase that is placed on the salary base in Appendix C: Salary Schedule, i.e. an x% increase to the salary base will result in an x% increase in each stipend.
- C. A teacher shall not hold more than two (2) co-occurring extra/co-curricular stipend duties, unless there is no other qualified applicant.
- D. Teachers will not be required to transport students during the teacher duty day.

15.7 Non-Discrimination Clause

The provisions of this Article shall be applied equally without regard to sex.

ARTICLE XVI: FRINGE BENEFITS

16.1 Health Insurance

- A. The district agrees to pay up to a maximum of \$650 per month to the insurance carrier(s) or insurance trust(s) toward insurance premium of each participating full-time teacher.

- B. Any teacher who is half-time or greater, the insurance will be prorated as to the percentage of their full-time employment. (Example: a 60% teacher will receive 60% of \$650.
- C. Any additional monies needed to cover insurance premiums will be deducted from the respective teacher's pay check.

16.2 Mutual Selection of Carriers

All insurance program carriers(s) or trust(s) shall be mutually selected after program specifications have been agreed to through the negotiation process.

16.3 Continuity of Coverage

All insurance coverage under this article shall remain in force during the life of this Agreement and until a successor agreement has been ratified. It is understood that the school district's only obligation under this Article is to purchase insurance policies or trust(s) and pay such premiums as agreed to herein and no claims shall be made against the school district as a result of denial of the insurance benefits. A teacher is eligible for the monthly school district's contributions as provided in this Article as long as the teacher is employed by the school district. Upon termination of employment during a school year, all school district's participation and contributions shall cease effective on the last day of work.

16.4 Lunch Duty Meals

Teachers who are assigned lunch duty (hall duty for HS, outside lunchtime recess and lunchroom duty for Elementary) will be provided free lunch on the days they have that duty.

16.5 Flexible Benefit Plan/Cafeteria Plan

The district will establish a flexible benefit plan based on Section 125 of the IRS code to pay individual employee's eligible non-reimbursed health, dental, vision and dependent care costs or tax deferred annuity (TDA) payments. The plan administrator will be a disinterested third party. The District will assume the start-up costs and any fees related to the administration of each participating employee's individual accounts. Participation will be voluntary and the individual employee's determined contributions to the health, dental, and vision account dependent care account and TDA account shall be maintained separately.

- A. Employee must be full-time.
- B. Employee must elect benefit amount to be taken from payroll in equal installments not to exceed the IRS annual limit prior to September 1st and may not change benefit election or revoke this benefit election as of any date prior to the next September 1st, unless the employee has a change in family status (i.e. marriage, divorce, death of a spouse or child, birth or adoption of a child, termination of employment of a spouse and such other events as the Administrator determines will permit a change or revocation of an election).
- C. Cafeteria Plan – employees' share of insurance premiums paid are eligible.

ARTICLE XVII: MISCELLANEOUS

17.1 Meet and Confer

Upon written request, representatives of the school district and representatives of the exclusive representative shall meet and confer concerning matters of concern to the parties but which matters are not covered by this Agreement. Each party shall restrict its committee to no more

than five (5) representatives for meet and confer meetings. A request for a meet and confer session shall be accompanied by an outline of the subject matters the party requesting the meeting wishes to discuss. The school district shall set the time and provide the facilities for such meetings. The report of and the recommendation of the meet and confer committee, if any, shall be forwarded to the Board of Trustees for its review. Board of Trustees action on such matters, if any, shall become part of school district policy and shall not become a part of this Agreement. Except as otherwise agreed, the school district shall not be required to meet and confer more than three (3) times a year.

17.2 Retirement Incentive

NEA recognizes the Board's prerogative, for managerial purposes, to offer a retirement incentive. The Board will notify the Association by November 1st of a retirement incentive offer, giving a minimum of 45 days acceptance notice, unless otherwise mutually agreed upon by both parties. Nothing herein guarantees a retirement incentive being offered.

ARTICLE XVIII: DURATION

18.1 Effective Period

This Agreement shall become effective upon the date of ratification by the Association provided that both parties have ratified the Agreement, and shall be in effect through June 30, 2025.

18.2 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 the Association gives notice to the Board or the Board gives notice to the Association, not later than January 20, prior to the aforesaid expiration date or any anniversary thereof, of its desire to negotiate and start negotiations over the terms of these provisions within 20 days.

18.3 Effect

This Agreement constitutes the full and complete Agreement between the school district and the exclusive representatives representing all certified employees. The provisions herein relating to terms and conditions of employees supersede any and all prior agreements, practices, school policies, rules or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of the Agreement. Nothing in this Agreement shall be construed to obligate the school district to continue or discontinue existing or past practices, or prohibit the school district from exercising all management rights and prerogatives defined in this Agreement, except insofar as such exercise would be in express violation of any term or terms of this Agreement.

18.4 Finality

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

18.5 Severability

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision.

18.6 No Strike Clause

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

SIGNATURES OF CONTRACT AGREEMENT

IN WITNESS WHEREOF, this is a two-year contract covering the 2023-24 and 2024-25 school years; the parties have executed this Agreement as follows:

For:

Nashua Education Association

Board of Trustees

School District No. 13E

Susan Hoyer

[Handwritten Signature]

Dated this 3 day of April 2024

Dated this 19 day of MARCH 2024

APPENDIX A: INDIVIDUAL TEACHER CONTRACT

This agreement, made and entered into this _____ day of _____, 20__ , between School District No. 13E of Valley 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 said Teacher to teach, within his/her areas of certificate endorsement, or to render related professional services, as and where assigned by the Board of Trustees of the Nashua Public Schools for the school year of 20__ – 20__ , for a total of 1396 hours.
2. That the said School District shall pay to the above named Teacher the sum of _____ dollars, (\$ _____), payable in twelve (12) installments to be paid on such days of each month as are designated in the negotiated agreement. The Teacher’s salary will be paid at the rate stated above per annum, less deductions required under Federal and State laws, and such other deductions as mutually agreed to. The terms of this contract shall be prorated if the assignment is designated to cover a period of less than a school year or less than full-time.
3. When a contract has been terminated by mutual agreement or in accordance with State laws, the School District shall be obligated to pay that portion of the contracted salary that has been earned up to and including the last day of service.
4. It is understood that the Teacher holds a valid certificate, or will have met the requirements for such by the opening of school.
5. Both parties shall comply with the provision of the applicable State laws, terms, and conditions of the negotiated agreement, and with the adopted policies of the Board of Trustees (a copy of which is accessible to the Teacher) which are made a part of this contract by reference.
6. The individual contract is subject of the terms and conditions of the negotiated agreement between the Association and the Board of Trustees, and to the extent that the provisions of this contract and said agreement may be inconsistent, the provisions of said agreement shall be controlling.
7. In the absence of any previous notice of election or re-election, this instrument shall operate as notice as election of the Teacher for the school year designated herein and, unless the Teacher shall accept, sign, and return said instrument to the office of the Clerk of said district within twenty (20) days from the date of receipt, the said instrument shall be without legal effect. When signed and returned, this document is binding and may not be broken without mutual consent.

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 and credit.

BOARD OF TRUSTEES
SCHOOL DISTRICT NO. 13E
VALLEY COUNTY, NASHUA, MONTANA

Teacher Signature

Chairperson

Date Signed by Teacher

Clerk

APPENDIX B: GRIEVANCE REPORT FORM

AGGRIEVED PERSON _____ DATE _____

SCHOOL _____ SUBJECT AREA OR GRADE _____

1. DATE GRIEVANCE OCCURRED _____

2. STATE GRIEVANCE:

3. ACTION REQUESTED OR RELIEF SOUGHT: (ATTACH ADDITIONAL SHEET IF NEEDED)

SIGNATURE OF AGGRIEVED _____ DATE _____

LEVEL I

1. DECISION OF PRINCIPAL OR IMMEDIATE SUPERVISOR:

SIGNATURE OF PRINCIPAL _____ DATE _____

2. AGGRIEVED PERSON'S RESPONSE

_____ I ACCEPT THE ABOVE DECISION.

_____ I HEREBY REFER THE ABOVE DECISION TO THE NEXT STEP OF THE GRIEVANCE
PROCEDURE.

SIGNATURE OF AGGRIEVED _____ DATE _____

APPENDIX B – CONTINUED

LEVEL II

1. DATE RECEIVED BY SUPERINTENDENT _____

2. DECISION OF SUPERINTENDENT:

SIGNATURE OF SUPERINTENDENT _____ 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.

SIGNATURE OF AGGRIEVED _____ DATE _____

LEVEL III

1. DATE SUBMITTED TO BOARD OF TRUSTEES _____

2. DECISION OF BOARD OF TRUSTEES:

SIGNATURE OF BOARD CHAIRMAN _____ DATE _____

3. AGGRIEVED PERSONS RESPONSE:

_____ I ACCEPT THE ABOVE DECISION.

_____ I HEREBY REFER THE ABOVE DECISION TO THE NEXT STEP OF THE GRIEVANCE PROCEDURE.

SIGNATURE OF AGGRIEVED _____ DATE _____

LEVEL IV

BINDING ARBITRATION: NOTIFICATION TO SUPERINTENDENT OF INTENT

TO ARBITRATE, DATE _____

This grievance shall be filed separate from the personnel file grieved.

APPENDIX C-1: SALARY INDEX

NASHUA PUBLIC SCHOOL

Attainment Level 4

	BA	BA+15 (10)	BA+30 (20)	BA+45 (30)	MA	MA+10
Step						
0	1.0000	1.0340	1.0690	1.1030	1.1380	1.1720
1	1.0400	1.0780	1.1160	1.1540	1.1920	1.2300
2	1.0800	1.1220	1.1630	1.2050	1.2460	1.2880
3	1.1200	1.1660	1.2100	1.2560	1.3000	1.3460
4	1.1600	1.2100	1.2570	1.3070	1.3540	1.4040
5	1.2000	1.2540	1.3040	1.3580	1.4080	1.4620
6	1.2400	1.2980	1.3510	1.4090	1.4620	1.5200
7	1.2800	1.3420	1.3980	1.4600	1.5160	1.5780
8	1.3200	1.3860	1.4450	1.5110	1.5700	1.6360
9	1.3600	1.4300	1.4920	1.5620	1.6240	1.6940
10	1.4000	1.4740	1.5390	1.6130	1.6780	1.7520
11		1.5180	1.5860	1.6640	1.7320	1.8100
12			1.6330	1.7150	1.7860	1.8680
13				1.7660	1.8400	1.9260
14					1.8940	1.9840
15					1.9480	2.0420

APPENDIX C-2: SALARY SCHEDULE for 2023-2024

NASHUA PUBLIC SCHOOL

SALARY SCHEDULE

Level 4

School Year 2023-2024

2023-24 Salary Schedule

Base = 29,746

	<i>BA</i>	<i>BA+15(10)</i>	<i>BA+30(20)</i>	<i>BA+45(30)</i>	<i>MA</i>	<i>MA+10</i>
0	29,746	30,757	31,799	32,810	33,851	34,861
1	30,936	32,066	33,197	34,327	35,457	36,588
2	32,126	33,375	34,595	35,844	37,064	38,314
3	33,316	34,684	35,993	37,361	38,670	40,038
4	34,505	35,993	37,391	38,879	40,276	41,763
5	35,695	37,301	38,789	40,395	41,882	43,489
6	36,885	38,610	40,187	41,912	43,489	45,214
7	38,075	39,919	41,585	43,429	45,095	46,939
8	39,265	41,228	42,983	44,946	46,702	48,664
9	40,455	42,537	44,381	46,463	48,308	50,390
10	41,644	43,486	45,779	47,980	49,914	52,115
11		45,154	47,177	49,498	51,520	53,841
12			48,575	51,014	53,127	55,566
13				52,531	54,733	57,291
14					56,339	59,016
15					57,945	60,741

BA+15(10) represents 15 quarter credits or 10 semester credits.

BA+30(20) represents 30 quarter credits or 20 semester credits.

BA+45(30) represents 45 quarter credits or 30 semester credits.

MA+10 represents 15 quarter credits or 10 semester credits.

APPENDIX C-3: SALARY SCHEDULE for 2024-2025

NASHUA PUBLIC SCHOOL

SALARY SCHEDULE

Level 4

School Year 2024-2025

2024-2025 Salary Schedule

Base = 30,043

	<i>BA</i>	<i>BA+15(10)</i>	<i>BA+30(20)</i>	<i>BA+45(30)</i>	<i>MA</i>	<i>MA+10</i>
0	30,043	31,064	32,116	33,138	34,189	35,211
1	31,245	32,387	33,528	34,670	35,812	36,953
2	32,447	33,708	34,941	36,202	37,434	38,696
3	33,648	35,030	36,353	37,735	39,056	40,438
4	34,850	36,353	37,765	39,267	40,679	42,181
5	36,053	37,675	39,177	40,799	42,301	43,924
6	37,253	38,996	40,589	42,331	43,924	45,666
7	38,456	40,318	42,000	43,863	45,546	47,409
8	39,657	41,640	43,413	45,396	47,168	49,151
9	40,859	42,962	44,824	46,928	48,791	50,894
10	42,061	44,283	46,238	48,460	50,413	52,636
11		45,605	47,649	49,992	52,035	54,379
12			49,062	51,525	53,658	56,121
13				53,057	55,280	57,864
14					56,902	59,606
15					58,525	61,349

BA+15(10) represents 15 quarter credits or 10 semester credits.

BA+30(20) represents 30 quarter credits or 20 semester credits.

BA+45(30) represents 45 quarter credits or 30 semester credits.

MA+10 represents 15 quarter credits or 10 semester credits.

APPENDIX D-1: ACTIVITY CONTRACT

**Nashua School District 13E
Activity Contract**

This Activity Agreement is made and entered into this ____ day of _____, 20____,
between Nashua School District 13E and _____.
Said Sponsor agrees to supervise the following activities for the 20____-20____ academic year.

Activity	Stipend
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Activity Sponsor Signature

Date

Board Chairperson Signature

Clerk Signature

Date Received

Board of Trustees
Nashua School District 13E
Valley County, Montana

APPENDIX D-2: EXTRA/CO-CURRICULAR SCHEDULE for 2023-2024

Sport/Activity	Position	Stipend
Volleyball	Head (11%)	\$ 3,272
	Assistant (7%)	\$ 2,082
	Jr. High (5%)	\$ 1,487
	Jr. High Assistant (4%)	\$ 1,190
Boys Basketball	Head (11%)	\$ 3,272
	Assistant (7%)	\$ 2,082
	Jr. High (5%)	\$ 1,487
	Elementary (4%)	\$ 1,190
Girls Basketball	Head (11%)	\$ 3,272
	Assistant (7%)	\$ 2,082
	Jr. High (5%)	\$ 1,487
	Elementary (4%)	\$ 1,190
Track	Head (11%)	\$ 3,272
	Assistant (7%)	\$ 2,082
	Jr. High (5%)	\$ 1,487
	Jr. High Assistant (4%)	\$ 1,190
Cross Country	Head (11%)	\$ 3,272
	Assistant (7%)*	\$ 2,082
Cheerleading/Pep Club	(11%)	\$ 3,272
Concessions	(7%)	\$ 2,082
Athletic Director***		\$ 4,164
Student Accounts	(5%)	\$ 1,487
High School Lead Teacher*****		\$ 3,272
Elementary Lead Teacher*****		\$ 3,272
Indian Education for All Advisor	(6%)	\$ 1,785
FFA Advisor	(6%)	\$ 1,785
Early Intervention Coordinator (PLC)	(5%)	\$ 1,487
Art Club	(4%)	\$ 1,190
FCCLA	(4%)	\$ 1,190
Yearbook ****	(4%)	\$ 1,190
Legos Club **	Head (4%)	\$ 1,190
Legos Club **	Assistant (4%)	\$ 1,190
Pep Band	(4%)	\$ 1,190
Prom Coordinator	(4%)	\$ 1,190
Music Ensembles	(3%)	\$ 892
Honor Society/Student Council	(2%)	\$ 595
6-12 Class Advisors	(1%)	\$ 297
<p>*Position only awarded if there are a minimum of 9 participants. **Position only awarded if the club is enrolled in First Lego League and attended competition. ***AD position compensation – 12% plus prep for teacher/ 14% for non-teacher. ****Stipend will not be paid if class scheduled. *****13% Certified (Class 3 Endorsement) or 11% Non-Certified</p>		

APPENDIX D-3: EXTRA/CO-CURRICULAR SCHEDULE for 2024-2025

Sport/Activity	Position	Stipend
Volleyball	Head (11%)	\$ 3,305
	Assistant (7%)	\$ 2,103
	Jr. High (5%)	\$ 1,502
	Jr. High Assistant (4%)	\$ 1,202
Boys Basketball	Head (11%)	\$ 3,305
	Assistant (7%)	\$ 2,103
	Jr. High (5%)	\$ 1,502
	Elementary (4%)	\$ 1,202
Girls Basketball	Head (11%)	\$ 3,305
	Assistant (7%)	\$ 2,103
	Jr. High (5%)	\$ 1,502
	Elementary (4%)	\$ 1,202
Track	Head (11%)	\$ 3,305
	Assistant (7%)	\$ 2,103
	Jr. High (5%)	\$ 1,502
	Elementary (4%)	\$ 1,202
Cross Country	Head (11%)	\$ 3,305
	Assistant (7%)*	\$ 2,103
Cheerleading/Pep Club	(11%)	\$ 3,305
Concessions	(7%)	\$ 2,103
Athletic Director***		\$ 4,206
Student Accounts	(5%)	\$ 1,502
High School Lead Teacher*****		\$ 3,305
Elementary Lead Teacher*****		\$ 3,305
Indian Education for All Advisor	(6%)	\$ 1,803
FFA Advisor	(6%)	\$ 1,803
Early Intervention Coordinator (PLC)	(5%)	\$ 1,502
Art Club	(4%)	\$ 1,202
FCCLA	(4%)	\$ 1,202
Yearbook ****	(4%)	\$ 1,202
Legos Club **	Head (4%)	\$ 1,202
Legos Club **	Assistant (4%)	\$ 1,202
Pep Band	(4%)	\$ 1,202
Prom Coordinator	(4%)	\$ 1,202
Music Ensembles	(3%)	\$ 901
Honor Society/Student Council	(2%)	\$ 601
6-12 Class Advisors	(1%)	\$ 300
<p>*Position only awarded if there are a minimum of 9 participants. **Position only awarded if the club is enrolled in First Lego League and attended competition. ***AD position compensation – 12% plus prep for teacher/ 14% for non-teacher. ****Stipend will not be paid if class scheduled. *****13% Certified (Class 3 Endorsement) or 11% Non-Certified</p>		

DOMAIN 1: PLANNING AND PREPARING FOR STUDENT LEARNING

Standard 1.1: The teacher acquires and uses knowledge about individual students as learners in preparing lessons, which consider the students' academic needs, cultural heritage, which may include the contemporary status of American Indians and tribes in Montana, and interests and community.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards	Meets Standards	Meets Standards	Needs Improvement		N/A
A. Acquisition of Information about Individual Learners	Teacher acquires detailed information about individual students as learners from two or more sources in an ongoing manner: <ul style="list-style-type: none"> Cumulative file Previous school Counselors/Administration Parents Student Information System District testing Other 	Teacher acquires detailed information about individual students as learners from one or more in an ongoing manner: <ul style="list-style-type: none"> Cumulative file Previous school Counselors/Administration Parents District testing Student Information System Other 	Teacher acquires detailed information about individual students as learners from one or more in an ongoing manner: <ul style="list-style-type: none"> Cumulative file Previous school Counselors/Administration Parents District testing Student Information System Other 	Teacher does not acquire knowledge from a variety of sources or in an ongoing manner: <ul style="list-style-type: none"> Cumulative file Previous school Counselors/Administration Parents Student Information System District testing Other 		
B. Use of Acquired Information	Teacher demonstrates how planning incorporates two or more of the following: <ul style="list-style-type: none"> Flexible grouping Activities that invite student interaction and choice Strategies that address various learning styles, special needs and cultural heritage Instruction that addresses strengths and gaps in student background knowledge/skills Teacher analyzes and uses achievement data and other assessment results to plan instruction to meet individual/group instructional needs.	Teacher demonstrates how planning incorporates one or more of the following: <ul style="list-style-type: none"> Flexible grouping Activities that invite student interaction and choice Strategies that address various learning styles, special needs and cultural heritage Instruction that addresses strengths and gaps in student background knowledge and skills. Teacher uses achievement data and other assessment results to plan instruction to meet individual/group instructional needs.	Teacher demonstrates how planning incorporates one or more of the following: <ul style="list-style-type: none"> Flexible grouping Activities that invite student interaction and choice Strategies that address various learning styles, special needs and cultural heritage Instruction that addresses strengths and gaps in student background knowledge and skills. Teacher uses achievement data and other assessment results to plan instruction to meet individual/group instructional needs.	Teacher does not demonstrate how planning incorporates one or more of the following: <ul style="list-style-type: none"> Flexible grouping Activities that invite student interaction and choice Strategies that address various learning styles, special needs and cultural heritage Instruction that addresses strengths and gaps in student background knowledge and skills Teacher does not use achievement data and other assessment results to plan instruction to meet individual/group instructional needs.		

Standard 1.2: The teacher uses a variety of assessments that align with standards and measures student engagement.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards	Meets Standards	Meets Standards	Needs Improvement		N/A
A. Alignment and Techniques	Teacher uses two or more assessments that: <ul style="list-style-type: none"> Are aligned to objectives Demonstrate a variety of techniques Are formal and informal Are used for both summative and formative purposes Assessments demand use of higher-level thinking skills to master standards-based objectives.	Teacher uses one or more assessments that: <ul style="list-style-type: none"> Are aligned to objectives Are formal and/or informal Are used for both summative and formative purposes Assessments demand use of higher-level thinking skills to master standards-based objectives.	Teacher uses one or more assessments that: <ul style="list-style-type: none"> Are aligned to objectives Are formal and/or informal Are used for both summative and formative purposes Assessments demand use of higher-level thinking skills to master standards-based objectives.	Teacher does not use one or more assessments that: <ul style="list-style-type: none"> Are aligned to objectives Are formal and/or informal Are used for both summative and formative purposes Assessments do not demand use of higher-level thinking skills to master standards-based objectives.		

	5	4	3	2	1	
ELEMENTS	Exceeds Standards	Meets Standards	Meets Standards	Needs Improvement		N/A
B. Lesson Effectiveness	Teacher consistently makes an accurate assessment of the lessons' effectiveness which includes two or more of the following: <ul style="list-style-type: none"> The extent to which the lesson achieved its goals Students apply concepts from the lesson Strengths and/or weaknesses related to individual student success 	Teacher makes an accurate assessment of the lesson's effectiveness which includes at least one of the following: <ul style="list-style-type: none"> The extent to which the lesson achieved its goals Students apply concepts from the lesson Strengths and/or weaknesses related to individual student success 	Teacher makes an accurate assessment of the lesson's effectiveness which includes at least one of the following: <ul style="list-style-type: none"> The extent to which the lesson achieved its goals Students apply concepts from the lesson Strengths and/or weaknesses related to individual student success 	Teacher does not make accurate assessment of the lesson's effectiveness which includes one or more of the following: <ul style="list-style-type: none"> The extent to which the lesson achieved its goals Students apply concepts from the lesson Strengths and/or weaknesses related to individual student success 		
ELEMENTS	Exceeds Standards	Meets Standards	Meets Standards	Needs Improvement		N/A
C. Student Engagement	Teacher consistently makes an accurate assessment of the level of student engagement supported with details and addresses specific examples of positive and/or negative student actions.	Teacher makes an accurate assessment of the level of student engagement and addresses positive and/or negative student actions.	Teacher makes an accurate assessment of the level of student engagement and addresses positive and/or negative student actions.	Teacher does not make an accurate assessment of the level of student engagement. Teacher does not assume responsibility for student engagement.		

DOMAIN 1
Comments:

Standard 2.1: The teacher creates an inclusive and caring environment in which each individual is respected and valued.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards		Meets Standards		Needs Improvement	N/A
A. Teacher Interaction with Students	Teacher interactions with all students demonstrate a positive, caring rapport and respect. Interactions are inclusive and appropriate.		Teacher interactions with all students demonstrate respect. Interactions are inclusive and appropriate.		Teacher interactions with students are negative, demeaning, and/or inappropriate.	
ELEMENTS	Exceeds Standards		Meets Standards		Needs Improvement	N/A
B. Interactions Among Individuals/Teacher	Teacher routinely encourages and models respectful interactions among individuals/teacher and appropriately addresses any disrespectful interactions. An inclusive and caring classroom environment is maintained.		Teacher encourages respectful interactions among individuals/teacher and appropriately addresses any disrespectful interactions among individuals/teacher.		Teacher tolerates inappropriate and/or disrespectful interactions among individuals/teacher.	

Standard 2.2: The teacher establishes effective routines and procedures, maintains a safe and orderly environment, and manages transitions to maximize instructional time.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards		Meets Standards		Needs Improvement	N/A
A. Routines/Procedures	Teacher establishes and uses effective routines and procedures that incorporate two or more of the following: <u>teacher responsibility</u> for managing <ul style="list-style-type: none"> • student groups, • supplies, • equipment, • minimal loss of instructional time. Teacher acts to maintain a safe environment.		Teacher establishes and uses effective routines and procedures including one or more of the following: <u>teacher managing</u> <ul style="list-style-type: none"> • student groups, • supplies, • equipment, • minimal loss of instructional time. Teacher acts to maintain a safe environment.		Teacher uses ineffective procedures for managing student groups, supplies, and equipment that result in a considerable loss of instructional time. Teacher maintains an environment where hazards exist.	

Standard 2.3: The teacher manages and monitors student behavior to maximize instructional time.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards		Meets Standards		Needs Improvement	N/A
A. Monitoring of Student Behavior and Response to Misbehavior	Teacher monitors behavior by using a manner that <ul style="list-style-type: none"> • <u>anticipates and prevents</u> student misbehavior, • allows for students to monitor their own and/or their peers' behavior, • maximizes individual, group, and/or whole class time on task. Teacher response to misbehavior is appropriate, consistent, and sensitive to students' individual needs. The desired behavior is attained.		Teacher monitors student behavior at all times which promotes individual, group, and/or whole class time on task. Teacher <u>response to misbehavior</u> is appropriate and consistent. The desired behavior is attained.		Teacher does not consistently monitor student behavior and/or teacher is unaware of student behaviors, which result in considerable loss of individual, group and/or whole class time on task. Teacher does not respond to off-task or disruptive behavior. -or- Teacher response to student misbehavior is inconsistent and/or has minimal results.	
ELEMENTS	Exceeds Standards		Meets Standards		Needs Improvement	N/A
B. Transitions	Teacher establishes procedures for managing seamless transitions incorporating student responsibility. Minimal instructional time is lost.		Teacher establishes and directs procedures for transitions. Minimal instructional time is lost.		Teacher does not establish procedures for most transitions. Considerable instructional time is lost.	

DOMAIN 2

Comments:

DOMAIN 3: TEACHING FOR LEARNING

Standard 3.1: The teacher communicates standards-based instructional objectives, high expectations, instructive directions, procedures, and assessment criteria.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards	Meets Standards	Needs Improvement	N/A		
A. Lesson Planning	<p>Teacher presents lesson plans with clear and measurable standards-based instructional objectives and with benchmarks and/or grade level indicators identified.</p> <ul style="list-style-type: none"> Teacher selects and designs instructional activities, (including adaptations) that are aligned to the instructional objectives; establishes high expectations for student performance; provides opportunities for students to make continuous progress toward meeting and exceeding standards; makes connections within and across disciplines. <p>Lesson plans are aligned with the lesson observed.</p>	<p>Teacher presents lesson plans with clear and measurable instructional objectives.</p> <ul style="list-style-type: none"> Teacher selects and designs instructional activities that are aligned to the instructional objectives; establishes high expectations for student performance; provides opportunities for students to make continuous progress toward meeting the standards; makes connections within or across disciplines. <p>Lesson plans are aligned with the lesson observed</p>	<p>Teacher presents lesson plans with instructional objectives absent or not aligned with the standards.</p> <ul style="list-style-type: none"> Teacher selects instructional activities that are not aligned to the instructional objectives; set expectations that are not constructed for progress toward meeting the standards; does not make connections within or across disciplines. <p>-or-</p> <p>There are no lesson plans available</p> <p>-or-</p> <p>Lesson plans are not aligned to the lesson observed</p>	N/A		
ELEMENTS	Exceeds Standards	Meets Standards	Needs Improvement	N/A		
B. Standards-Based Instructional Objectives	<p>Teacher clearly and accurately communicates standards-based instructional objectives and an instructional rationale for this learning to the students.</p>	<p>Teacher clearly and accurately communicates instructional objectives to the students.</p>	<p>Teacher communicates little or nothing about the instructional objectives to the students.</p>	N/A		

Standard 3.2: The teacher uses standards-based instructional activities that promote conceptual understanding, extend student thinking, and monitors/adjusts instruction to meet individual needs.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards	Meets Standards	Needs Improvement	N/A		
A. Instructional Directions and Procedures	<p>Teacher clearly and accurately communicates instructional directions and procedures for the activity. Teacher anticipates possible student misunderstanding.</p>	<p>Teacher clearly and accurately communicates instructional directions and procedures for the activity.</p>	<p>Teacher does not communicate instructional directions or procedures for the activity -or- Teacher communicates instructional directions or procedures inaccurately.</p>	N/A		
ELEMENTS	Exceeds Standards	Meets Standards	Needs Improvement	N/A		
B. High Expectations	<p>Teacher clearly communicates high expectations for standards-based student work. Teacher routinely emphasizes completion of work and consistently encourages students to expend their best effort.</p>	<p>Teacher clearly communicates expectations for student work.</p> <p>Teacher occasionally emphasizes completion of work and encourages students to expend their best effort.</p>	<p>Teacher does not clearly communicate expectations for work. Teacher does not routinely emphasize completion of work and/or does not consistently encourage students to expend their best effort.</p>	N/A		
ELEMENTS	Exceeds Standards	Meets Standards	Needs Improvement	N/A		
C. Assessment Criteria	<p>Teacher clearly communicates assessment criteria that are aligned with the standards-based instructional objectives.</p>	<p>Teacher clearly communicates to students the assessment criteria that are aligned with instructional objectives.</p>	<p>Teacher does not clearly communicate assessment criteria to students. -and/or- Assessment criteria are not aligned with the instructional objectives.</p>	N/A		

Standard 3.3: The teacher demonstrates content knowledge by using content-specific instructional strategies.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards	Meets Standards	Needs Improvement	N/A		
A. Conceptual Understanding	<p>Teacher uses challenging, standards-based activities at the appropriate cognitive level that promote conceptual understanding and employs principles of differentiated instruction.</p>	<p>Teacher uses challenging activities at the appropriate cognitive level that promote conceptual understanding.</p>	<p>Teacher uses inappropriate activities. -or- Teacher uses activities at the inappropriate cognitive level that do not promote conceptual understanding or does not employ differentiated instruction.</p>	N/A		
ELEMENTS	Exceeds Standards	Meets Standards	Needs Improvement	N/A		
B. Extension of Thinking	<p>Teacher creates situations that challenge students to think independently, creatively or critically about the content being taught, to reflect understanding and to consider new possibilities</p>	<p>Teacher creates situations that challenge students to think independently, creatively or critically about the content being taught.</p>	<p>Teacher creates situations that do not challenge students to think about the content.</p>	N/A		

Domain 4 PROFESSIONALISM

Standard 4.1 The teacher tracks student progress toward meeting the standards, (including indicators and benchmarks) and maintains instructional records that clearly show the basis for grade.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards	Meets Standards	Meets Standards	Needs Improvement	Needs Improvement	N/A
A. Grading Decisions	<p>Teacher provides evidence and explains how a variety of recorded assessments are used as the basis for the grades.</p> <p>Teacher provides evidence for and explains the systematic process used, in an ongoing manner, to track the multiple and varied assessments for each student's progress toward meeting the standards.</p> <p>Teacher submits grades in a timely manner.</p>	<p>Teacher provides evidence and explains how a variety of recorded assessments are used as the basis for grades.</p> <p>Teacher provides evidence of the methods used to track the varied assessments for each student's progress toward meeting the standards.</p> <p>Teacher submits grades in a timely manner.</p>	Teacher provides evidence and explains how a variety of recorded assessments are used as the basis for grades.	<p>Teacher maintains no instructional records.</p> <p>-or-</p> <p>Teacher maintains inaccurate or incomplete instructional records that may not support grades.</p> <p>Teacher fails to submit grades in a timely manner.</p> <p>Teacher does not clearly communicate an explanation of evidence.</p> <p>-or-</p> <p>Evidence not provided.</p>		

Standard 4.2: The teacher informs the school about the academic/social progress of the student and the instructional program, and encourages school involvement in the students' education.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards	Meets Standards	Meets Standards	Needs Improvement	Needs Improvement	N/A
A. Academic/Social Progress	Teacher maintains ongoing communication and promotes interactive communication with the school by providing information on both positive and negative aspects of the student's academic and social progress.	Teacher maintains ongoing communication with the school by providing information on both positive and negative aspects of the student's academic and social progress.	Teacher maintains ongoing communication with the school by providing information on both positive and negative aspects of the student's academic and social progress.	Teacher fails to communicate with the school concerning the student's academic and social progress.		
B. Instructional Program	Teacher establishes a pattern of providing additional information to the school about the instructional program.	Teacher provides required information to the school about the instructional program.	Teacher provides required information to the school about the instructional program.	Teacher provides incorrect or no information to the school about the instructional program.		
C. Family Involvement	Teacher creates and encourages opportunities for family involvement in classroom and/or school-wide activities and in the student's learning.	Teacher encourages family involvement in classroom and/or school-wide activities and in the student's learning.	Teacher encourages family involvement in classroom and/or school-wide activities and in the student's learning.	Teacher makes few or no attempts to encourage family involvement.		

Standard 4.3: The teacher establishes and maintains professional relationships by engaging in discussion about professional issues with peers/teams, functioning as a member of an instructional team/department/level, and participating in school events and school initiatives.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards	Meets Standards	Meets Standards	Needs Improvement	Needs Improvement	N/A
A. Development and Implementation of Decisions and Discussion about Professional Issues	<p>Teacher provides leadership in developing and implementing decisions made at the team/department and school level.</p> <p>Teacher demonstrates a pattern of initiating, leading, and engaging other teachers in discussion about professional issues.</p>	<p>Teacher implements decisions made at the team/department and school level.</p> <p>Teacher engages in discussion about professional issues.</p>	Teacher implements decisions made at the team/department and school level.	<p>Teacher does not implement decisions made at the team/department or school level.</p> <p>Teacher does not engage in discussion about professional issues.</p>		

Standard 4.4: The teacher improves content knowledge and pedagogical skills by participating in professional development activities.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards	Meets Standards	Meets Standards	Needs Improvement	Needs Improvement	N/A
A. Professional Development	Teacher participates in required school professional development activities and demonstrates a consistent pattern of professional growth by participating in multiple and varied professional development activities designed to improve content knowledge and pedagogical skills.	Teacher participates in required school professional development activities.	Teacher participates in required school professional development activities.	Teacher does not attend required school professional development activities.	-or- Evidence not provided	

Standard 4.5: The teacher exhibits professional attributes that contribute to the overall successful classroom.

	5	4	3	2	1	
ELEMENTS	Exceeds Standards		Meets Standards		Needs Improvement	N/A
A. Professional Attributes	<p>Teacher is always prompt and punctual in starting class and taking attendance.</p> <p>Teacher follows all school safety policies and procedures.</p> <p>Teacher works cooperatively with other staff members and initiates educational contact with other staff.</p> <p>Teacher welcomes input from administration and staff.</p> <p>Teacher dresses professionally, taking into consideration their teaching area.</p>		<p>Teacher is usually prompt and punctual in starting class and taking attendance.</p> <p>Teacher follows most school safety policies and procedures</p> <p>Teacher works with other staff members.</p> <p>Teacher is receptive to input from administration and staff.</p> <p>Teacher usually dresses professionally, taking into consideration their teaching area.</p>		<p>Teacher is not prompt and punctual in starting class and taking attendance.</p> <p>Teacher follows some school safety policies and procedures.</p> <p>Teacher works with other staff members.</p> <p>Teacher is not usually receptive to input from administration and staff.</p> <p>Teacher usually does not dress professionally, taking into consideration their teaching area.</p>	

DOMAIN 4

Comments: