

2019-2020 Master Agreement
Between
DeSmet Education Association and Board of
Trustees DeSmet School District #20

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	page 1
ARTICLE 2	RIGHTS OF THE PARTIES	page 1
ARTICLE 3	DUES CHECK OFF	page 2
ARTICLE 4	PLACEMENT ON SALARY SCHEDULE	pages 2
ARTICLE 5	INDIVIDUAL CONTRACTS	page 3
ARTICLE 6	EXTRA CURRICULAR ASSIGNMENTS	pages 3
ARTICLE 7	LEAVES	pages 3-6
ARTICLE 8	GROUP INSURANCE	page 6
ARTICLE 9	TEACHER WORK DAY	pages 6-7
ARTICLE 10	EVALUATION and PERSONNEL FILES	pages 7-8
ARTICLE 11	REDUCTION IN FORCE	pages 8-9
ARTICLE 12	NOTIFICATION OF VACANCY /NEW POSITION	page 9
ARTICLE 13	CITIZEN COMPLAINT PROCEDURE	pages 9-10
ARTICLE 14	GRIEVANCE PROCEDURE	pages 10-12
ARTICLE 15	REASSIGNMENTS	page 12
ARTICLE 16	PRECEDENCE	page 12
ARTICLE 17	SEVERABILITY	page 13
ARTICLE 18	DURATION	page 13
ARTICLE 19	STRIKES	page 13
ARTICLE 20	EXECUTION	page 13
APPENDIX A	SALARY SCHEDULES	
APPENDIX B	GRIEVANCE FORM	
APPENDIX C	TEACHER CONFERENCE/POST CONFERENCE SUMMARY	
APPENDIX D	SEVEN TESTS FOR JUST CAUSE	

ARTICLE 1 - RECOGNITION/ APPROPRIATE UNIT

- 1.1 **RECOGNITION:** The Board of Trustees of DeSmet School District #20 hereby recognizes the DeSmet Education Association, affiliated with the Montana Federation of Public Employees (MFPE), National Education Association (NEA), American Federation of Teachers (AFT), and AFL-CIO, as the exclusive representative of all employees in the appropriate unit for the purpose of collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment.
- 1.2 **APPROPRIATE UNIT:** The appropriate unit consists of all employees who are certified in Class 1, 2, 4, 5 or 6 as provided in Section 20-4-106, MCA, or otherwise licensed or authorized by an agency or board of the State of Montana to provide professional services in contact with students or other services of a professional nature, but shall exclude those positions which are primarily managerial, supervisor or confidential in nature: e.g. superintendents, assistant superintendents, principals, assistant principals, and supervisors.

ARTICLE 2 - RIGHTS OF THE PARTIES

- 2.1 **STATE AND FEDERAL LAWS:** All pertinent state and federal laws shall be incorporated as part of this Agreement.
- 2.2 **JUST CAUSE:** No teacher shall be disciplined, reprimanded, terminated or dismissed without just cause. It is understood that "dismissed" does not include the non-renewal of a non-tenured teacher's contract. Tenure teachers shall only be non-renewed with just cause. Non-tenure teachers may be non-renewed pursuant to 20-4-206, MCA. A system of progressive discipline shall be followed with the exception of a severe infraction.
- 2.3 The DeSmet Education Association (DEA) recognizes, except as expressly provided in this Agreement, that the District shall retain whatever rights and authority necessary for it to operate and direct affairs of the District in all of its various aspects; including but not limited to the right to direct working forces, to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline or discharge; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.
- 2.4 The District agrees to furnish the Association such information as required for the Association to carry out its responsibilities as the exclusive representative and as allowed by applicable law. The District will provide the board packet, minutes from previous meetings, and agenda for school board meetings to the Association president at the same time the Trustees receive the above listed documents.

ARTICLE 3 - DUES CHECK OFF/REPRESENTATION FEE

- 3.1 The School District shall provide the option of payroll deduction of Professional Association dues according to Montana law.

3.2 **DUTY OF FAIR REPRESENTATION**

The Association, an exclusive representative of all employees, will represent all such persons fairly whether members or not. No employee shall be required to join the Association, but membership in the Association shall be made available to all who apply, consistent with the Association constitution, bylaws and policies.

ARTICLE 4 - PLACEMENT ON SALARY SCHEDULE

- 4.1 **PRIOR NOTIFICATION:** The Administration shall be notified in writing of the teacher's intent to go back to school for additional credits prior to March 1st of the current school year if a lane change for the following contract year will result.

- 4.2 **EFFECTIVE DATE:** Individual contracts will be modified to reflect the qualifying educational lane changes effective the first pay period of the school year, providing a transcript of qualified credits is submitted to the administration.

- 4.3 **EQUITABLE PLACEMENT:** One (1) year of teaching experience in the DeSmet School District shall entitle the teacher to advance one (1) salary step on the Salary Schedule.

- a. One (1) year of teaching experience in the DeSmet School District supplemented by fifteen (15) Quarter credits or ten (10) Semester credit hours of Professional training shall entitle the teacher to advance one (1) salary step and move one (1) lane to the right on the Salary Schedule. Credit hours may also be earned via approved OPI credits at the exchange rate of fifteen (15) renewal units to one (1) semester credit or ten (10) renewal units to one (1) quarter credit. Only those OPI credits approved in advance by the Building Administrator will be considered as credit hours.
- b. New teachers to the District can bring up to five (5) years of previous teaching experience that will be counted at one (1) year for each year of experience.
- c. All teachers employed during the 2012-2013 school year at the DeSmet School District who are placed at a BA+60 and beyond columns on the pay matrix, horizontally, will be grandfathered in and will continue to be allowed to stay in those columns, even if they do not have a Master's Degree.

Any new teachers hired for the 2013-2014 school year and thereafter, must obtain a Master's Degree to advance horizontally beyond level BA+45.

ARTICLE 5 - INDIVIDUAL CONTRACTS

All certified classroom teachers elected to teach in the DeSmet School District shall enter into an individual contract, hereafter referred to as the Contract, with the School District by signing a contract which shall specify:

1. Beginning date and duration period of the Contract;
2. Annual salary and number of payments;
3. When a Contract has been terminated prior to completion by mutual agreement, the School District shall be obligated to pay that portion of the salary provided in the Contract that has been earned up to and including the last day of service (earned salary shall mean the total days of service under this Contract as related to the total number of teaching days);
4. Period of time allowable between issuance and acceptance of Contract;
5. That the rights and obligations under the Contract shall be governed by the laws of the State of Montana and the personnel policies adopted by the Board;
6. That the individual contract is subject to terms of this Agreement.

ARTICLE 6 - EXTRA CURRICULAR ASSIGNMENTS

- 6.1 **EXTRACURRICULAR DUTIES:** Employees who accept an extra duty activity which pays a stipend will be issued a contract for such activity, separate and apart from the employee's regular teaching contract. Payment for extra duties will be based upon job description, experience, qualifications and education.
- 6.2 **ASSIGNMENT OF EXTRACURRICULAR DUTIES:** The Board may assign the teacher to extracurricular assignments, if the teacher is qualified and with the consent of the teacher, subject to established compensation for such services, which exceed the assigned duties, prescribed in the basic contract. Extra assignments associated with additional compensation shall not be construed to be a tenure assignment. These assignments are not subject to classroom evaluation procedures and shall not be used as a basis for contract renewal.

ARTICLE 7 - LEAVES

Leaves outlined are for full-time staff. Leaves for part-time teachers shall be prorated. For example, a half-time teacher earns ten (10) half-days when a full-time teacher earns ten (10) full-days.

- 7.1 **SICK LEAVE:** Sick leave shall be ten (10) days annually accumulative to ninety (90) days. Furthermore, teachers with accumulated sick days over ninety (90) days shall be reimbursed for the excess days at 25% of the teacher's daily salary.

Sick leave shall be defined as an illness or medical appointments for teacher, teacher's immediate family. Immediate family is defined as spouse, domestic partner child, parent, grandparent, in law, sibling or grandchild. The School District shall notify each teacher of the number of sick leave days accrued by the following dates: September 20, January 20, and May 20.

Sick Leave Bank. In the event there is a need for additional sick leave by a teacher, sick leave may be supplemented by using the Sick Leave Bank. Any teacher may contribute one (1) or more days to the common bank. This contribution shall entitle the teacher to draw from the bank during the school year at their discretion. The days donated into the bank shall remain in the bank permanently and accumulate every year to a limit of one hundred (100) days unless withdrawn for sick leave use. A teacher must exhaust her/his accumulated sick leave before being eligible to use days from the bank. Sick leave bank contributions and withdrawals shall be prorated for part-time teachers.

- 7.2 BEREAVEMENT LEAVE: The Board will allow each teacher five (5) days of bereavement leave per year. Bereavement leave is for death or serious illness in the immediate family only. If a teacher needs additional bereavement leave, she/he may use sick leave. Unused bereavement leave shall not accumulate from year to year.
- 7.3 PERSONAL LEAVE: The Board will allow each teacher four (4) days of personal leave per year. Whenever possible, Teachers shall notify the District at least three (3) working days in advance of their intent to use personal leave. The District may deny the request for personal leave if three (3) other teachers are already scheduled for personal leave that day. Personal leave shall accumulate to eight (8) days. Teachers with accumulated personal days over eight (8) days shall be reimbursed the excess days at twenty-five (25) percent of the teacher's daily salary.
- 7.4 PROFESSIONAL LEAVE: The Board will allow each teacher two (2) days of professional leave per year. Professional leave must be approved in advance by the District. Unused professional leave shall not accumulate from year to year. At the administration's discretion, a teacher may be asked or allowed to attend more professional meetings.
- 7.5 PARENTAL LEAVES:
 - 7.5.1 Maternity Leave. Maternity leave without pay shall be granted to teachers. The teacher requesting such leave shall file the request in writing with the District in advance. The teacher will furnish a physician's statement that she is no longer able to perform the assigned duties. A teacher on maternity leave may apply any unused sick leave toward days missed. If sufficient leave is not available, the employee will be placed on unpaid leave for any additional authorized leave.
 - 7.5.2 Family Leave - Adoption. A teacher will be granted a leave of absence without pay to a maximum of twenty (20) consecutive school days following the adoption of a child. Notice of intent to apply for adoption will be filed with the District at the time a teacher applies at the adoption agency. Additional leave without pay may be granted if requested by the Teacher.

Teacher may use accrued sick leave for family leave.

- 7.6 CIVIC/JURY DUTY: Leave for service on a jury or at the Legislature will be granted according to the state and federal laws. An employee who is summoned to jury duty or subpoenaed as a witness may elect to receive regular salary or to take annual leave. Any employee who elects regular salary must remit all juror and witness fees and allowances (excluding expenses and mileage.)
- 7.7 SUBSTITUTES: Teachers may select and contact their own substitutes from a list generated by the District. However, the District will secure substitutes if the teacher is ill or has an emergency and does not wish to call the substitute her/himself.
- 7.8 Unpaid Discretionary Leaves of Less than One School Year. Any teacher may apply for an extended leave of absence, and, at its discretion, the District may grant a leave to any teacher. Any extended leaves must be worked out in advance with the District. The teacher will be given her/his previous position upon return at the end of the leave, or reassigned according to Article 15.
- 7.9 Unpaid Leaves of One or More School Years. Any teacher with six (6) or more years experience in the District, or if seven (7) or more years since a previous sabbatical, may be granted a year of unpaid leave.
- The District will not be obligated to grant a year's leave to more than one (1) teacher in any one (1) school year. Qualified applications will be granted on a "first come, first served" basis.
 - In addition, the District has the right to grant other leaves of a year or more at their discretion.
 - Any teacher desiring to take an extended leave of one (1) year or more must make written application to the Board for extended leave of absence for the following year at least forty-five (45) days before the end of the school year.
 - The Board shall give written response to the teacher's request within thirty (30) days of the application's submission.
 - The teacher returning from a leave will be given her/his previous position upon return at the end of the leave, or reassigned according to Article 15.
 - The teacher shall be placed on the salary schedule at the step no less than the one they were placed on prior to the commencement of the leave. If the leave is for a purpose that is directly related to teaching, the teacher shall advance one step on the schedule for each year of leave.
 - Teachers shall be given the opportunity to retain District insurance for the duration of the leave at their own cost.
 - A teacher on leave shall send written notice to the Board by March 15, stating their intent to return to work. Failure to do so may be interpreted as resignation.
- 7.10 SEVERANCE PAY: The Board agrees to provide severance pay to teachers whose employment with the District terminates based on 25% accrued sick leave up to ninety (90)

days computed on their daily earnings at the time of employment. Severance pay will be forfeited if the employee is dismissed from the District due to theft of District property or funds.

ARTICLE 8 - GROUP INSURANCE

- 8.1 **SELECTION:** The selection of the insurance carrier and policy shall be made by the School District with staff input. The School District's only obligation is to purchase an insurance policy and pay such premiums as agreed to therein. Teachers will be notified a minimum of thirty (30) days prior to any changes in insurance carrier, coverage, or benefits.
- 8.2 **CONTINUITY OF INSURANCE:** Retiring teachers may continue participation in the District group insurance program on a self-pay basis. Other teachers leaving the District or on extended unpaid leaves shall have insurance benefits as provided in the federal code (COBRA).
- 8.3 **COVERAGE:** The District will continue to contribute to the cost of a single monthly premium, up to and no more than \$650.00, in agreement with the current Board Policy of 0.55 FTE and above. The District contribution above the cost of the single premium rate will be applied to short term and long term disability insurance and vision insurance for qualifying teachers.

ARTICLE 9 - TEACHER WORKDAY

- 9.1 **WORK DAY:** The time the Student day commences may vary according to the needs of the educational programs of the school district. The District shall designate the scheduling of school hours. Regardless of the time the student day commences, the workday for teachers shall not exceed eight (8) hours, including lunch.
- 9.2 **DUTY-FREE LUNCH:** A thirty (30) minute, duty free lunch shall be scheduled each day for each teacher, except in the case of an emergency.
- 9.3 **PREPARATION TIME:** Each teacher shall be allowed forty-five (45) minutes per day, or the equivalent thereof (225 minutes) per five-day week. The District shall make it a priority to provide equitable preparation time for all staff K-8. This is in addition to a duty free lunch and does not include the time before scheduled class start and the last half hour of the day.
- 9.4 **SPECIAL DAYS:** On Fridays and on all days preceding holidays or recesses, the teachers' workday shall end immediately after the last student day dismissal. Also, on special days in which the teacher is required to go back to school after work hours, teachers may leave directly after the last student dismissal.
- 9.5 When the administration makes a written request for curriculum work that must occur beyond the contract day, the teacher accepting this responsibility will be compensated at an hourly rate of .00068 x base salary. Staff meetings beyond the contract day will be compensated at an hourly rate of .00068 x the base salary.

- 9.6 Teachers who are required to participate in IEP/ERT meetings that occur outside of the work day will be allowed to take compensation time for the time spend beyond the work day. This compensation time must be taken within one week of the meeting that required work beyond the work day and will be taken at the end of the student day.
- 9.7 Open house will be scheduled on early release days and teachers will be allowed to leave with the students and return for open house.
- 9.8 Teachers will be permitted to use one-half of each PIR day scheduled prior to the start of school to set up their rooms. In addition, teachers who attend approved trainings during the summer months or prior to the MEA-MFT days will be given credit for those days in lieu of MEA-MFT days.

ARTICLE 10 - EVALUATION AND PERSONNEL FILES

- 10.1 **EVALUATION INSTRUMENT:** The District will use the Teacher Summative Evaluation Form from Montana EPAS to evaluate the performance of tenure and non-tenure teachers.
- 10.2 **Prior Notice of Evaluation Procedures.** At the beginning of each school year, the District shall review the evaluation process with all teachers.
- 10.3 **Pre-Evaluation Conference.** A pre-evaluation conference shall be held between the teacher and the evaluator so that the evaluator can be apprised of the teacher's objectives, methods and materials planned for the situation to be observed.
- 10.4 **Conditions of Observation and Evaluation.**
 - a. Evaluation of a teacher's performance shall be done by the principal and must be based on her/his own direct observations. All monitoring or observation of the teacher's activities shall be conducted openly and with the teacher's full knowledge and awareness.
 - b. The evaluator shall provide two (2) days prior notice of intent to observe and evaluate the teacher for a formal evaluation unless notification is waived by the teacher. Observations shall be scheduled for a minimum of one (1) full class period.
 - c. The evaluator shall reduce all observations to writing and incorporate the same into a preliminary evaluation. A copy of this preliminary report shall be provided to the teacher within five (5) days of each observation.
 - d. Within five (5) days of providing the teacher with a copy of the preliminary report noted above, a conference between the evaluator and the teacher shall be conducted during the ordinary work day to discuss the observations) and preliminary evaluation report.
 - e. It is understood that this post-observation conference shall not be used as a formal meeting to warn, reprimand, or discipline a teacher.
 - f. The evaluator shall prepare a final evaluation report within five (5) days of the post-observation conference. This final evaluation report shall be in writing and a copy of this report shall immediately be provided to the teacher.

10.5 Number of Observations and Evaluations

Evaluation will continue regularly throughout the teacher's service, although supervisory duties are expected to be greater in the early years of educational service.

Non-tenure teachers shall be observed in the performance of their work assignments for the purpose of evaluation at least twice yearly. The first observation and evaluation shall be made by December 15 and the second shall be made before April 1. Tenure teachers shall be evaluated at least once a year and the observation and evaluation shall be completed by April 1.

10.6 Personnel Files

- a. ACCESS: Access to personnel files shall be limited to the Board, administration, and to the teachers to whom the files refer. Teachers shall have the right, upon request, to review the contents of their personnel files and to receive without cost a copy of any or all documents therein. Any teacher may request the presence of another party during this review. Any teacher may request an inventory sheet signed by the administration to verify the contents of the personnel file at the time of review.
- b. DEROGATORY MATERIAL : No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless its author signs it, and the teacher has had the opportunity to read the material and respond to it. Any derogatory material not shown to a teacher within twenty (20) days after the receipt by the Principal shall not be used as evidence in any grievance or disciplinary action against a teacher. If the teacher is not at school during the twenty (20) day interval, a certified, return receipt requested copy will be mailed to the teacher's last address of record. No information forming the basis for any discipline, reprimand, termination or dismissal, may be placed in the teacher's personnel file unless the event giving rise to the information occurred during the current school year or six (6) months after the event. Derogatory material in personnel files on the date of execution of the Agreement shall be removed from a teacher's file after three (3) years provided the issues giving rise to the material have been addressed and corrected and/or have not reoccurred. Derogatory material produced after the date of execution of this Agreement shall be removed from a teacher's file after five (5) years provided the issues giving rise to the material have been addressed and corrected and/or have not reoccurred.

ARTICLE 11 - REDUCTION IN FORCE

- 11.1 SENIORITY: For the purposes of this Agreement, seniority will be computed from a teacher's most recent date of hire in the unit. Seniority will continue to accrue during all paid leaves of absence. Leaves of absence will not break seniority, but such time will not be counted in computing seniority. In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by lot.

- 11.2 ORDER TO LAY-OFF: Teachers shall be placed in lay off in inverse order of seniority provided the teacher(s) being retained has the necessary certification and endorsement to teach the required assignments. The teacher(s) with the least seniority and in danger of being laid off will be notified of and asked to attend all meetings between the Professional Association and the Board pertaining to the layoff.
- 11.3 RECALL: Tenured teachers who were laid off and who are certified for a vacant position will be recalled in order of seniority for one (1) year after the effective date of layoff, before any new employees are hired unless the employee waives recall rights in writing, resigns, or fails to accept the recall to a position within ten (10) days of certified receipt of notice of vacancy sent to the last address of record for that employee.

ARTICLE 12 - NOTIFICATION OF VACANCY/NEW POSITION

- 12.1 Whenever a teaching vacancy exists or a new teaching position is created, the District shall, not later than five (5) days prior to the deadline for applications for the position, post, on or prior to the date advertised, a position opening notice on the bulletin boards in the teachers' workroom. If the vacancy occurs during a period when school is not in session, a notification will be mailed to each teacher at the address on file with the District.
- 12.2 Information on training opportunities /workshops may be posted in the teacher's work room.

ARTICLE 13 - CITIZEN COMPLAINT PROCEDURE

All complaints against District teachers that may be brought to the Board of Trustees shall be submitted in accordance with a procedure that includes the following elements:

Either party may choose to be accompanied during any step of this procedure by a member of the Professional Association or another person of their choice.

13.1 Informal Procedure Level 1

- a. Complaints should be directed first to the teacher(s) involved by the complainant.
- b. Complainant informally discusses complaint with Principal to attempt to resolve.

13.2 Formal Procedure Level 2

- a. Complaint is placed in writing (nature of complaint, remedy requested, and signed.)
- b. Written complaint given to Principal within ten (10) business days of event or awareness of the event or situation.
- c. Principal must investigate fully, and, within fifteen (15) business days of findings, submit

a written report and proposed solution. A copy of material submitted must be given to all parties involved.

13.3 Formal Procedure Level 3

- a. If complaint is not resolved, complainant can file a written complaint to the Board within ten (10) business days of the completion of Level 2.
- b. Discussion of this complaint shall be scheduled at the next regularly scheduled meeting of the Board.
- c. A decision by the Board shall be made within thirty (30) business days and shall be final.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 DEFINITIONS

- a. A grievance is a claim by a grievant that there has been a violation of the terms of this Agreement.
- b. A grievant is a teacher, or a group of teachers, or the Professional Association filing a grievance.
- c. Days shall mean employee work days, except as otherwise indicated.

14.2 RIGHTS TO REPRESENTATION

- a. At least one (1) Professional Association representative shall be informed in advance and be permitted release time to be present for any investigatory or disciplinary meetings involving a teacher, or any hearing, appeal, or other proceeding relating to a grievance.
- b. The Board, administration and the Professional Association will cooperate to investigate any grievance, and will furnish each other such information as is requested for the processing of any grievance. No teacher involved in the investigation, processing, or hearing of any grievance shall be denied release time from ordinary duties or otherwise suffer any loss of salary or benefits in respect to grievance processing.

14.3 PROCEDURE

INFORMAL GRIEVANCE RESOLUTION

In case of an act or condition that is the basis for the grievance, the grievant shall contact the party or parties involved in the act or condition and attempt to resolve the grievance.

STEP I: Grievance Filing and Initial Grievance Resolution Meeting.

1. Within thirty (30) days of the occurrence or knowledge of the act or condition that is the basis of the grievance, the grievant may file a grievance in writing to the principal. Upon receipt of the grievance, the principal shall verify that the grievant has attempted in good faith to resolve

the grievance informally, as described above. If so, the principal; will arrange for an initial grievance resolution meeting to take place within five (5) days of the filing of the grievance.

2. The grievant, and at the Professional Association's option, a representative of the Professional Association, and the principal shall be present for the meeting. Thereafter, the principal shall provide the grievant and the Professional Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision and disposition was based.

STEP II: Grievance Referral and Hearing by the Board of Trustees.

1. If not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievant or the Professional Association may refer the grievance to the Board of Trustees for review. The grievant or Professional Association in writing within fifteen (15) days of filing of the grievance shall provide notice of referral.
2. The Trustees shall arrange for a hearing with the grievant and the Professional Association to take place at the next scheduled Board meeting, or at a time that is mutually convenient to the parties. The parties shall have the right at this hearing to present such witnesses and evidence, and be represented, as they deem necessary to develop facts pertinent to the grievance.
3. The Trustees shall provide the grievant and the Professional Association with a written answer to the grievance within five (5) days after the hearing. Such answer shall include the reasons upon which the decision and disposition were based.

STEP III: Binding Arbitration.

1. If the Trustees do not satisfy the Professional Association with the disposition of the grievance, or if no disposition has been made within the period above provided, the grievance may, at the exclusive option of the Professional Association, be submitted for final and binding arbitration before an impartial arbitrator.
2. The Professional Association shall exercise its right of arbitration by providing the clerk with written notice of its intention to submit the grievance to arbitration within twenty (20) days of receipt of the decision at Step II or expiration of the timelines specified in Step II whichever is earlier.
3. Within ten (10) days after written notice of submission to arbitration, the Professional Association shall, in writing, request appointment of an arbitrator by the Montana Board of Personnel Appeals (BOPA). Within ten (10) days of receipt of the list of potential arbitrators, the parties shall select the arbitrator by alternately striking names from the list, and the last name remaining shall be the arbitrator.
4. The arbitrator shall consider the grievance and decision.

- 14.4 ARBITRATION COSTS. 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.
- 14.5 JURISDICTION OF THE ARBITRATOR. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. If any questions arise as to whether the issue is subject to arbitration, such questions will first be ruled upon by the arbitrator selected to hear the dispute.
- 14.6 EXCEPTIONS TO TIME LIMITS.
- a. The time limits set in this Article shall be strictly observed unless extended by written agreement of the Parties. Similarly, steps of the grievance process may be waived only by written mutual agreement of the Parties and so indicated by written instrument.
 - b. Notwithstanding the expiration of this Agreement, any claim or grievance may be processed through this grievance procedure until resolution.
- 14.7 ELECTION OF REMEDIES. The aggrieved party may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the Professional Association waive any right to pursue against the school an action or complaint that seeks the same remedy. If a grievant or the Professional Association files a complaint or other action against the school, arbitration seeking the same remedy may not be filed or pursued.
- 14.8 NO REPRISALS. No reprisals of any kind will be taken by the Board, the school administration, Professional Association, or individual against any person because of participation in this grievance procedure.
- 14.9 PERSONNEL FILES. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. (See Appendix B for Grievance Report Form)

ARTICLE 15 - REASSIGNMENTS

The teacher affected by reassignment shall be personally notified of the transfer and given at least a six (6) week notice in order to prepare for the change as well as an opportunity to offer other options. Reassignment shall refer to changes that occur where a teacher is changing grade level in the elementary or is being assigned in a new content area in the middle school. The District will have the final determination on all reassignments.

ARTICLE 16 - PRECEDENCE

In case of a conflict between the Agreement and the Board Policy, the Agreement shall take precedence.

ARTICLE 17 - SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this Agreement is by the courts held to be illegal or in conflict with any Federal, State, or local law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE 18 - DURATION

Term and reopening: This agreement shall be effective from the date of ratification by the Board and shall remain in full force and effect until June 30, 2020.

ARTICLE 19 - STRIKES

There will be no lockouts by the Board, or strikes or slowdowns of work by the Association during the period that this agreement is in full force and effect.

ARTICLE 20 - EXECUTION

This Agreement consists of thirteen (13) pages and four (4) attachments. The originals are to be retained by the president of the DeSmet Education Professional Association and the District.

A copy of the original has the same force and effect for all purposes as the original. To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set out below.

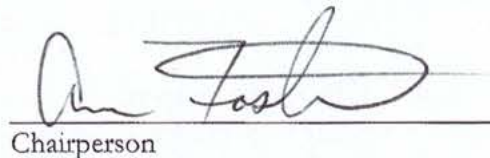
This agreement is signed this 2nd day of October, 2019.

IN THE WITNESS THEREOF:

For the DeSmet Education Association

For the Board of Trustees School District #20


President


Chairperson

Date: 10/2/19

Date: 9/30/19

APPENDIX A
Salary Schedule

2019-2020 School Year

(See attached schedule)

APPENDIX B
DESMET SCHOOL DISTRICT #20

GRIEVANCE FORM

Grievant _____

Date Filed _____

STEP I- PRINCIPAL

Nature of Grievance:

Date grievance occurred:

Specific Provision(s) Violated:

(check one: ☐ Board policies or practices, ☐ statutes, ☐ Agreement)

Action Requested or Relief Sought:

Date of Informal Step:

Signature of Grievant

Date

Decision of Principal:

Signature of Principal

Date

Grievance Response:

_____ I accept the above decision.

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

Signature of Grievant

Date

APPENDIX C

TEACHER PRE-OBSERVATION FORM

Teacher: Click or tap here to enter text. School Year: Click or tap here to enter text.

Grade(s): Click or tap here to enter text. Subject Area(s): Click or tap here to enter text.

Evaluator: Click or tap here to enter text.

Before the Pre-Observation Conference, complete this form and provide a copy to your evaluator. Attach your detailed lesson plan, assessments, and other applicable documents.

1. How does this lesson fit into the sequence of learning in your classroom?

Click or tap here to enter text.)

2. How will you determine student progress in meeting the goals for this lesson?

Click or tap here to enter text.)

3. How will you determine student progress in meeting the goals for this lesson?

Click or tap here to enter text.)

4. Are there characteristics of the physical space that may negatively impact student learning? If yes, please describe:

Click or tap here to enter text.)

5. Additional comments or information that you would like to share with your evaluator. (Optional)

a Click or tap here to enter text.)

Teacher Initials:

Evaluator Initials:

Date of Conference: Click or tap to enter a date.

TEACHER FORMATIVE FEEDBACK FORM
(Domains One, Two and Three)

Teacher: Click or tap here to enter text. **School Year:** Click or tap here to enter text.

Grade(s): Click or tap here to enter text. **Subject Area(s):** Click or tap here to enter text.

Evaluator: Click or tap here to enter text.

Date and Time of Observation: Click or tap to enter a date.

Date of Conference: Click or tap to enter a date.

Observation Type: Click or tap here to enter text.

☐ Announced

☐ Unannounced

Description of Lesson

Click or tap here to enter text.

Domain One:

Narrative: Click or tap here to enter text.

Domain Two: Learning Environment

Narrative: Click or tap here to enter text.

Domain Three: Instructional Effectiveness for Student Learning

Narrative: Click or tap here to enter text.

Commendations/Recommend Area(s) of Growth

Click or tap here to enter text.

The teacher and evaluator sign the Formative Feedback Form to indicate the lesson was reviewed and discussed, not that the teacher necessarily agrees with the observation or comments on this form.

Teacher Signature:

Date: Click or tap to enter a date.

Evaluator Signature:

Date: Click or tap to enter a date.

TEACHER FORMATIVE FEEDBACK FORM
(Domains One, Two and Three)

If the teacher disagrees with any 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. Any additional information will become part of the appraisal record.

TEACHER SUMMATIVE EVALUATION FORM

Teacher: Click or tap here to enter text.

School Year Click or tap to enter a date.

Grade(s): Click or tap here to enter text.

Subject Area(s): Click or tap here to enter text.

Evaluator: Click or tap here to enter text.

Observation Date: Click or tap to enter a date.

Date of Conference: Click or tap to enter a date.

☐ Tenured Teacher

☐ Nontenured Teacher

Years in District: Click or tap here to enter text.

Years Overall: Click or tap here to enter text.

Year last evaluation completed: Click or tap here to enter text.

DOMAIN ONE: PLANNING AND PREPARATION

- 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.
- 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.
- 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.
- 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.
- 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.

COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH

Click or tap here to enter text.

☐ Unsatisfactory

☐ Developing

☐ Proficient

☐ Exemplary

DOMAIN TWO: LEARNING ENVIRONMENT

- The teacher clearly defines procedures for managing learning time, transitions between learning events, and routines that maximize learning time.
- The teacher establishes behavioral expectations and consequences and monitors student conduct. Teacher responds to student behavior in appropriate and effective ways to minimize disruptions.
- The teacher creates an atmosphere in which learning is valued. Teacher-to-student and student-to-student interactions show rapport that is grounded in mutual respect.
- The teacher organizes, allocates, and manages physical space to create a safe learning

TEACHER SUMMATIVE EVALUATION FORM

environment.

- The teacher uses physical resources to contribute to effective instruction and makes resources accessible to all students.

COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH

Click or tap here to enter text.

☐ Unsatisfactory

☐ Developing

☐ Proficient

☐ Exemplary

DOMAIN THREE: INSTRUCTIONAL EFFECTIVENESS FOR STUDENT LEARNING

- Content is appropriate, clear, and linked to student knowledge and experience. Content is aligned with the district curricula and the Montana Content and Common Core Standards. Activities and assignments engage all students. Instructional materials are suitable to the instructional goals. The instruction is coherent and paced appropriately for all students.
- 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.
- Verbal and written communication is clear and appropriate to students' age, background, and level of understanding.
- 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.
- The teacher demonstrates understanding of assessment for, and of, learning and how each plays a valuable part in teaching and learning.
- The teacher can analyze data presented in reports and determine how to plan instruction for the students in the classroom. The teacher uses formative assessments like observations, homework, and conferences to track and understand student progress.

COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH

Click or tap here to enter text.

☐ Unsatisfactory

☐ Developing

☐ Proficient

☐ Exemplary

DOMAIN FOUR: PROFESSIONAL RESPONSIBILITIES

- 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.
- The teacher keeps records of attendance, disciplinary actions, emergency contact information, and personal information. Teacher shares relevant information with appropriate school personnel.
- 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.

TEACHER SUMMATIVE EVALUATION FORM

- 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.
- 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.

COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH

☐ Unsatisfactory

☐ Developing

☐ Proficient

☐ Exemplary

SUMMATIVE EVALUATION RATING

☐ Unsatisfactory

☐ Developing

☒ Proficient

☐ Exemplary

TEACHER SUMMATIVE EVALUATION FORM

IMPROVEMENT PLAN REQUIRED FOR:

Domain 1: Click or tap here to enter text.

Domain 2: Click or tap here to enter text.

Domain 3: Click or tap here to enter text.

Domain 4: Click or tap here to enter text.

The teacher and evaluator sign the Summative Evaluation Form to indicate that it was reviewed and discussed, not that the teacher necessarily agrees with comments on this form.

Teacher Signature

Date:

Evaluator Signature

Date:

TEACHER IMPROVEMENT PLAN FORM

Teacher: Click or tap here to enter text. **School Year:** Click or tap here to enter text.

Grade(s): Click or tap here to enter text. **Subject Area(s):** Click or tap here to enter text.

Evaluator: Click or tap here to enter text. **Date of Conference:** Click or tap to enter a date.

Area(s) for Improvement: Click or tap here to enter text.

The teacher and evaluator will collaboratively develop the Improvement Plan at an Improvement Plan Conference. If consensus between the teacher and evaluator is not reached, the evaluator develops the Improvement Plan.

1. Describe specific area(s) for improvement in performance as related to the Montana-EPAS Domains(s)/area(s).

Click or tap here to enter text.

2. List the specific measurable goals to improve performance to a satisfactory level. Indicate how progress will be measured for each goal.

Click or tap here to enter text.

3. Specify professional learning activities, interventions, or resources needed to complete the goals of the Improvement Plan.

Click or tap here to enter text.

4. Indicate the sources of evidence that will be used to document the completion of the Improvement Plan. List reasonable checkpoints and a timeline for activities or events of the Improvement Plan. Specify the date by which the Improvement Plan will be completed.

Click or tap here to enter text.

5. Specify the procedures that will be used to collect the necessary evidence to determine that the goal(s) of the Improvement Plan are met.

Click or tap here to enter text.

6. Indicate how satisfactory or unsatisfactory completion of the plan will be determined. Indicate what will happen if there is unsatisfactory completion of the plan.

Click or tap here to enter text.

TEACHER IMPROVEMENT PLAN FORM

My signature below means that I received the Improvement Plan, understand what is expected of me, and will work on the plan as described.

Teacher Signature

Date

My signature below means that I carefully reviewed the Improvement Plan with the teacher and clearly communicated what is expected of the educator to complete the plan.

Evaluator Signature

Date

Amendments to the Improvement Plan

If the Improvement Plan is amended during the implementation, specify changes.

Click or tap here to enter text.

Teacher Signature

Date

Evaluator Signature

Date

Completion of Improvement Plan

The teacher has completed the improvement plan as described.

☐ Satisfactory ☐ Unsatisfactory

Teacher Signature

Date

Evaluator Signature

Date

Appendix D
SEVEN TESTS FOR JUST CAUSE
(As defined by Arbitrator Carroll R. Daugherty)

- 1 Did the company give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?

(IN PLAIN ENGLISH - Was the employee adequately warned of the consequences of his/her conduct?)

2. Was the company's rule or managerial order reasonable related to (a) the orderly, efficient, and safe operation of the company's business and (b) the performance that the company might properly expect of the employee?

(IN PLAIN ENGLISH - Was the company's rule or order reasonably related to the efficient and safe operations?)

3. Did the company, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

(IN PLAIN ENGLISH - Did management investigate before administering the discipline?)

4. Was the company's investigation conducted fairly and objectively? (IN

PLAIN ENGLISH - Was the investigation fair and objective?)

5. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

(IN PLAIN ENGLISH - Did the investigation produce evidence or proof of guilt?)

6. Has the company applied its rules, orders, and penalties even-handedly and without discrimination to all employees?

(IN PLAIN ENGLISH - Did the employer discipline this employee in a manner similar to other employees who violated the same work rules?)

7. Was the degree of discipline administered by the company in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the company?

(IN PLAIN ENGLISH - Was the penalty reasonably related to the seriousness of the offense and the past record?)

The arbitrator explained that:

A "no" answer to any one or more of the above questions normally signifies that just and proper cause did not exist. In other words, such "no" means that the employer's disciplinary decision contained one or more elements of arbitrary, capricious, unreasonable, and/ or discriminatory action to such an extent that said decision constituted an abuse of managerial discretion warranting the Arbitrator to substitute his judgment for that of the employer.

Appendix A

1.00

DeSmet 2019-2020 Pay Matrix									
QTR	BA	BA+15	BA +30	BA+45	MA	MA +15	MA +30	MA +45	MA +60
SEM		BA+10	BA+20	BA+30	MA	MA +10	MA+20	MA+30	MA+40
31000					BA +60	BA +75	BA +90	BA+105	BA +120
1	31000	32200	33400	34600	36400	38200	40000	41800	43600
2	32000	33200	34400	35600	37400	39200	41000	42800	44600
3	33000	34200	35400	36600	38400	40200	42000	43800	45600
4	34000	35200	36400	37600	39400	41200	43000	44800	46600
5	35000	36200	37400	38600	40400	42200	44000	45800	47600
6	36000	37200	38400	39600	41400	43200	45000	46800	48600
7	37000	38200	39400	40600	42400	44200	46000	47800	49600
8	38000	39700	40900	42100	43900	45700	47500	49300	51100
9		41200	42400	43600	45400	47200	49000	50800	52600
10		42700	43900	45100	46900	48700	50500	52300	54100
11			45400	46600	48400	50200	52000	53800	55600
12			47200	48400	50200	52000	53800	55600	57400
13				50200	52000	53800	55600	57400	59200
14				52000	53800	55600	57400	59200	61000
15					55600	57400	59200	61000	62800
16					57400	59200	61000	62800	64600
17								64600	66400
18									
19									
20									
21									
22									
23									
	1	2	3	4	5	6	7	8	9