

**DEER LODGE SCHOOL DISTRICT
CERTIFIED MASTER CONTRACT
AGREEMENT
2025-2026**

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This agreement is entered into, by and Between the Board of Trustees, Deer Lodge School District #1, Montana, hereinafter called the "Board," and the Powell County Teacher's Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION/DEFINITIONS

1.1 Recognition

The board hereby recognizes the Association as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all certified employees in the appropriate unit.

1.2 Appropriate Unit

The appropriate unit shall represent all teachers in the school district who are employed under contract by the Board for positions requiring or calling for certification in Class 1, 2, 3, or 5, as provided in 20-4-106 MCA this shall also include the positions of School Psychologist, Speech Pathologist, and School Counselor, but shall exclude the superintendent, principal, other employees whose primary responsibility is administrative in nature, and any teacher whose employment is of a temporary nature, including substitute teachers. In addition to those listed above any position which the Board of Public Ed defines as a Certified teacher shall also be included in the bargaining unit.

1.3 Definitions

a) Teacher

Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement shall refer to all employees in the appropriate unit as defined above.

b) Same Salary

For the purpose of calculating same salary, stipend payments shall not be included in said calculation. Unless otherwise indicated salary is defined as the amount listed in Appendix A Salary Schedule. For any payment TRS will always be applied if allowed by law.

c) Daily Rate

Daily rate of pay shall be defined as 1/187 of the employees salary as listed in Appendix A.

d) Base Salary

Base salary is the amount listed on BA step 4 on the salary schedule (Appendix A).

d) Basic Salary

Basic salary is the amount listed when an employee is properly placed on the salary schedule (Step/Lane)(Appendix A).

228 **ARTICLE II**
229 **ASSOCIATION AND TEACHER RIGHTS**
230

231 **2.1 Good Cause**

232 No teacher shall be reduced in rank or compensation, discharged, or deprived of any
233 professional advantage without written good cause. This shall not apply to the discharge
234 or contract non-renewal of non-tenured teachers.
235

236 **2.2 Information Requests**

237 The parties agree to abide by the Open Meeting Laws of Montana MCA 2-3-2xx.
238

239 **2.3 Association Business**

240 Representatives of the Association will be permitted to transact official Association
241 business on school property at all reasonable times, provided that this shall not interfere
242 with or interrupt normal school operations.
243

244 **2.4 Use of Equipment**

245 The Association shall have the right to use school facilities and equipment at reasonable
246 times when such equipment is not otherwise in use. The Association shall pay for the
247 reasonable cost of all materials and supplies incident to such use.
248

249 **2.5 Use of Email**

250 The Association shall have the right to utilize the district's e-mail system for the purpose
251 of posting and communicating electronic notices. The Association will comply with all
252 District policies and practices regarding the appropriate use of electronic
253 communications. Under no conditions shall the bulletin boards or e-mail system be used
254 to promote or oppose political candidates, ballot issues, referenda, or material derogatory
255 to management, other employees, or organizations. The Association may utilize
256 employee mailboxes for communication.
257

258 **2.6 Association Meetings**

259 Association meetings may be scheduled on Mondays and may begin at 3:30 or after, as
260 determined by the Association. When meetings begin before the end of the working day,
261 members must choose between attending the Association meeting and continuing to
262 work. An effort will be made not to schedule extra duty assignments that will conflict
263 with Association meetings on the third Monday of each month. It is understood that the
264 intent of this Article does not restrict the Board in the scheduling of extracurricular
265 activities.
266

267 **2.7 Association Leave**

268 The Association shall be allowed up to three (3) days leave per year to send up to three
269 (3) representatives to outside meetings at full pay, the substitute will be paid for by the
270 Association.
271

2.8 Weingarten Rights

Any teacher who is under investigation and believes they may be disciplined may invoke their Weingarten Rights and at his/her option have a personal representative present at a meeting called for the purpose of investigating the alleged incident or at any type of disciplinary hearing.

If an appearance before the Board is required regarding discipline up to and including termination the teacher shall be provided written notice of the reason for such meeting and be provided adequate time to prepare/secure Association representation. Under all circumstances any timeline required by statute shall be followed (i.e. Posting notice for Open Meeting, Timelines for Tenure Teacher Termination).

ARTICLE III

RIGHTS OF THE BOARD

3.1 Management Rights

The Association understands and agrees that all functions, rights, powers, or authority of the administration of the district which are not limited by the express language of this agreement are retained by the Board, provided however, that no such right shall be exercised so as to violate any of the provisions of this agreement. Neither this agreement nor the act of meeting, conferring, and negotiating shall be construed to be a delegation to others of the policy-making authority of the Board, which authority of the Board specifically reserves unto itself. The management of the district and the direction of its employees is vested exclusively in the Board in all such areas but not limited to the following:

- (1) direct employees covered by this agreement.
- (2) hire, retain, promote, transfer, suspend, discharge, and assign employees.
- (3) establish, modify, delete, and enforce reasonable rules and regulations.
- (4) determine the number of personnel and the kind of properly certified personnel by which the operations of the District are to be conducted, including the right to designate the work to be performed for the District, and the place and manner in which it is to be conducted.

ARTICLE IV

TEACHER EVALUATIONS/PERSONAL INFORMATION

4.1 Evaluation tool

The evaluation tool shall be subject to mutual agreement by the parties. The evaluation tool shall be attached as an appendix to this contract.

4.2 Evaluation Frequency

Each non-tenured teacher shall receive at least one formal evaluation each year. Tenured teachers shall have a formal evaluation at least every two years, on a rotating basis. While

the primary purpose of the teacher evaluation is to improve instruction, the formal evaluation will serve as documentation for the purpose of retention or dismissal. The evaluation tool will be provided to the teachers at the beginning of the school year. This instrument will be completed after one or more classroom observations.

4.3 Evaluation Conference

Upon completion of the evaluation instrument, an evaluation conference will take place between the evaluator and the teacher to discuss the written evaluation. This conference must take place within ten (10) calendar days from the formal evaluation date. The teacher shall have an opportunity to make written comments, which will be attached to the formal evaluation form before it is placed in the teacher's personnel file.

Each party will sign the formal evaluation document. No material derogatory to the teacher's conduct, character, or personality shall be placed in the file unless the teacher has had the opportunity to read the material and respond accordingly.

4.4 Personnel Files

All items in the teacher's file shall be dated and identified as to the source. No person other than the Superintendent, the Principal, the teacher, or the clerk shall have the right to see a teacher's personnel record without that teacher's prior written consent. A copy of the teacher's written consent shall be dated and placed in the teacher's personnel file when the file is examined. It shall be documented when an individual Board member, the Superintendent, or the teacher examines a teacher's file. The examination will be done in the presence of the proper school authority.

ARTICLE V

WORKING CONDITIONS

5.1 General Working Conditions

1 Work Day

The basic workday for teachers shall be from 8:00 am to 3:45 pm. On Friday and the day immediately preceding a holiday or vacation period, teachers may leave when the last class is dismissed.

2 Additional Duties

As educators, teachers shall be required to perform duties such as consultations with parents, faculty meetings, open houses, curriculum meetings, parent conferences, student assistance meetings, and class advisors as assigned. These non-paid supervisory activities or other additional duties will not be required beyond eighteen (18) hours, or two (2) hours per month during the contract year. Additional duties beyond this shall be compensated at the rate of the teacher's current hourly rate.

3 Free Lunch

Free lunches will be provided to those teachers who are assigned lunch supervision.

4 Classroom

Each full-time classroom teacher shall have access to a classroom for instructional purposes.

5 Accreditation Standards

The District will adhere to accreditation standards regarding teacher load and class size.

- 366
- 367 6 Classroom Equalization
- 368 The District will attempt to equalize classroom size within each grade. An attempt will be
- 369 made to reduce the size of classes that contain students with disabilities requiring a
- 370 disproportionate amount of the teacher's time or attention. In no event shall a student be
- 371 excluded from an academic class when there is no other educational alternative. The
- 372 Superintendent or his/her designee shall make all decisions on teacher-student ratios and
- 373 class size. Consultation with classroom teachers is required.
- 374
- 375 7 Teachers Acting as a Substitute
- 376 Any teacher choosing to cover another teacher's instructional duties shall be
- 377 compensated at a rate of \$5 per 15 minutes. The maximum pay that a teacher will be
- 378 allowed to receive during a day for substituting for another teacher will not exceed the
- 379 current substitute daily rate of pay.
- 380
- 381 8 Splitting Classes
- 382 If a teacher is absent for a day, two other teachers in that same grade may split the absent
- 383 teacher's class and add them to their classroom. The teachers that took the split class will
- 384 be compensated by splitting the pay that would have been earned in 5.1(7).
- 385
- 386 9 School Calendar
- 387 PCTA will provide input on the development of the annual school calendar.
- 388
- 389
- 390 **5.2 High School (9-12)**
- 391 1 Noon Duty
- 392 Two teachers, per week, will be assigned noon duty on a rotational basis.
- 393
- 394 2 Prep
- 395 Each full-time classroom teacher shall have one 92 minute block period during the
- 396 teacher's duty day for purposes of lesson planning, classroom preparation, or similar
- 397 professional activities.
- 398
- 399 3 Supply Requests
- 400 Prior the conclusion of the school year, the Superintendent will request that each teacher
- 401 submit a request for supplies for the following school year. For planning purposes,
- 402 teachers will be informed of the acceptance or denial of said requests by the end of the
- 403 fiscal year (June 30).
- 404
- 405 4 Grandfather Clause
- 406 Certified staff hired by the former Powell County High School District prior to the 2024-
- 407 2025 school year will only be required to teach grades 9-12. Individual teacher at their
- 408 sole discretion may agree to waive this provision. When the last teacher covered by this
- 409 clause retires/leaves the district this provision shall automatically sunset.
- 410
- 411
- 412

413 **5.3 Elementary And Junior High (Prek-8)**

414

415

- 416 1 Preparation Time
417 Prep time is duty-free, uninterrupted preparation time. During these periods, classroom
418 teachers will not be expected to escort students to and from their Music, Library, or P.E.
419 classes or to supervise students in any manner.
420 a. Teachers in E. F. DuVall will be provided with one regular scheduled
421 period a day for preparation.
422 b. Each teacher in Speer will be provided a minimum of a 30-minute prep
423 per day.
424 c. Each teacher in Granville will be provided a minimum of a 40-minute prep
425 per day.
426 d. On early release days (PD) teachers that lose a prep will be able to leave
427 with the students one day that week in exchange for lost prep time.
428 e. On the days of the annual holiday concerts, during the school day, there
429 will not be music class. Teachers will be allowed to leave when the
430 students are dismissed at the end of the day as compensation.
- 431 2 Recess Duty
432 Two teachers will be required to monitor the playground during AM, lunch, and PM
433 recesses on a rotating basis
434
- 435 3 Supplies
436 Every year each teacher shall be allocated a minimum of \$450 for consumable classroom
437 supplies to be submitted for administrative approval. All other purchases will be
438 submitted on a separate District purchase order to the administration pending
439 administration approval.
440
- 441 **5.4 Meetings.**
442 An effort will be made to limit the number of meetings that do not concern teachers
443 within different levels of the school system. For example, meetings dealing with concerns
444 pertaining only to high school students would only require high school teachers to attend.
445

446 ARTICLE VI

447 CONTRACTS FOR EXTRA-ACTIVITIES 448

449 6.1 Extracurricular Contracts

450 Separate contracts will be provided for each extracurricular activity. Salaries will be paid
451 in accordance with Appendix D for Extracurricular Activities and will be added to the
452 regular teaching salary. The salary may be paid in ten or twelve payments or paid in its
453 entirety at the end of the season. The employee must choose the method of payment at
454 the signing of the contract.
455

456 6.2 Extracurricular Duties

457 Performance of extracurricular duties shall not affect classroom evaluations of the teacher
458 involved.
459

460 6.3 Notification of Intention to Retain/Release 461 462

Individuals who hold extracurricular contracts for the present year shall be notified in writing by June 15 as to the district's intentions to either retain or dismiss them for the following year.

6.4 Activity Bus Driving

The District will pay activity trip bus drivers, employed by the district, the same rate of pay, based upon the current Teamsters Local salary schedule. Additionally, bus drivers will be paid up to a maximum layover of eight hours per trip. Coaches/advisors for the activity who are also the bus drivers will not receive layover time for that activity. Further, district staff who also hold a current CDL with a school bus endorsement will receive a stipend, separate from their teaching contract, for their time driving activities during their contracted hours.

6.5 Passenger Vehicle Driving Clause

Advisors and coaches that are transporting students in school owned passenger vehicles for extracurricular activities will receive a stipend of \$15 per hour while driving.

ARTICLE VII

LEAVES OF ABSENCE

7.1 Professional Leave.

Temporary leave at full salary is provided to each teacher upon approval by the Superintendent for the visitation of other schools, attendance at education conferences, serving on committees, and attendance at professional meetings, conferences, conventions, and assemblies. (Such leave is not to exceed three (3) days total for the year, except by written approval of the superintendent.) Each teacher shall be allowed up to \$300.00 per year for expenses to attend professional organization meetings, conferences, or conventions. Staff members are entitled to two additional professional leave days, where expenses will not be reimbursed, for further professional development (i.e. educational conference, post-season play in extra-curricular, or other such activities.) These expenses shall be paid in accordance with the district's current mileage and per diem rates. To qualify for this expense allowance, the teacher must be a member of the organization sponsoring the professional meeting, conference, or convention.

7.2 Military Leave.

Military leave shall be granted pursuant to applicable law.

7.3 General Leave.

(1) Application.

A teacher apply for an unpaid leave of absence, granted at the sole discretion of the Board.

(2) Submission

The written application shall be submitted in writing to the Superintendent.

(3) Term

Leaves extending beyond one (1) school year shall not be granted unless approved by the Board.

(4) Return

Return to a position after a leave of absence shall follow the procedure below:

(a) Thirty (30) days prior to the expiration of the extended leave the teacher shall send a written notification to the Superintendent stating the teacher's intention to return to work.

(b) A teacher who does not report for duty at the expiration of a leave of absence, and who does not resign, shall be terminated from service.

(c) A teacher on general leave shall retain tenure rights and shall be able to return to his or her former position(s), if available.

(5) Credit.

A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits, which had been accrued at the commencement of the unpaid leave of absence. No credit shall accrue for the period of time that a teacher is on unpaid leave. For the purposes of advancement on the salary schedule in the event the employee works $\frac{1}{2}$ of the contracted days or more they shall advance an additional step on the salary schedule. This section in no way limits lane movement for educational advancement.

(6) Insurance Application.

A teacher on unpaid leave is eligible to continue to participate in the Association's group health and dental insurance program, if permitted under the insurance policy provisions. Premiums for this insurance are to be paid on or before the 1st of each month by the participating teacher.

7.4 Discretionary Leave

(1) Number of Days

A full-time teacher shall be credited with seventeen (17) days of discretionary leave at the beginning of each school year. Discretionary leave for a teacher employed for less than the full school year shall be prorated according to the length of service during the year (full year is 187 days). Discretionary leave for a part-time teacher shall be prorated according to the fraction of full-time worked by the teacher.

(2) Cap

At the end of the contract year a maximum of fifteen (15) days may be rolled into a sick leave bank. Any unused discretionary days exceeding fifteen (15) shall be paid to the teacher at the current substitute teacher daily rate of pay.

(3) Sick Leave Bank

Discretionary leave days may accumulate in a sick leave bank to a maximum of one hundred fifty (150) days. The sick leave bank ~~which~~ can only be used ~~only~~ as sick leave, after the teacher's discretionary leave has been fully depleted for the contract year.

(4) Cash out of Excess

Any unused discretionary days exceeding the 150-day sick leave bank shall be paid to the teacher at the current substitute teacher daily rate of pay. At the end of the school year after filling the teacher's sick leave bank.

(5) Use

Discretionary leave may be taken for illness or other personal reasons.

(6) Notification of Use

With the exception of sudden illness, medical emergencies, or other unforeseen circumstances, teachers will submit notification to use discretionary leave to the their supervising principal at least five (5) business days prior to the leave date.

(7) Personal Appointments

If approved by the administration, teachers will be allowed to schedule and attend personal appointments during contracted time when not supervising students, without taking discretionary leave, with the exception of PIR or other professional development scheduled time.

7.5 Extraordinary Circumstances Leave.

Leave shall be allowed at the discretion of the superintendent when extraordinary circumstances prevent the employee from carrying out his/her duties in the classroom. These days will be deducted from the employee's sick leave bank.

7.6 Maternity/Paternity/Adoptive Leave.

The leave shall be allowed for a period up to ninety (90) calendar days and may be extended by the Board, if the necessity is certified by a physical. The leave granted shall be deducted from the employee's accrued sick leave bank. The Board will continue payment of health insurance as long as the leave status exists.

7.7 Family Medical Leave Act.

All provisions of the Family Medical Leave Act will be followed.

7.8 Donated Sick Leave.

A member of the bargaining unit shall have the right to donate, in writing, accrued sick leave to another member of the bargaining unit or any classified employee, when a medical emergency occurs. Classified employees may also donate accrued sick leave to members of the certified bargaining unit. A medical emergency is defined as a condition of an employee or family member of an employee which is likely to require an employee's absence from duty for a prolonged period of time, and to result in a substantial loss of income to the employee because of the unavailability of paid leave. An employee shall not be eligible to receive donated sick days until after they have exhausted all their accrued sick leave, discretionary leave, and all other accrued paid leave. The donated sick leave may be needed for oneself or an immediate family member. Immediate family is defined as any of the following: spouse and his or her parents; children, including adopted children, and their spouses; parents; brothers and sisters, and their spouses; and grandchildren. Unused donated sick days will be returned to the donor.

7.9 Civic Leave.

Civic leave shall be allowed whenever a teacher's absence is due to service on a jury, government board or commission, health, safety, or emergency services, or in the State Legislature. Teachers shall remain on the salary schedule for these days of service, Any pay for said service shall be signed over to the district.

7.10 Sabbatical Leave.

Sabbatical leave shall be provided as follows for the purpose of enabling teachers of the District to engage in full-time study, research, work experience, or other professionally advantageous activities for an entire school year.

(1) One teacher per year may be granted a sabbatical leave.

(2) The duration of sabbatical leave is one full teaching year.

(3) The teacher requesting sabbatical leave must have been employed in the system for seven or more years to be eligible for such leave.

(4) Applications in writing for sabbatical leave must be made to the Superintendent and the Board of Trustees, and such applications must be made before the regular meeting of the Board in January prior to the school year for which the leave is requested.

(5) If the conditions, which are established for sabbatical leave, are not completed by the individual on leave, all benefits of the leave will be forfeited and the conditions of the leave revert to those of a leave of absence. It is understood that illness or other emergency might constitute a valid reason for not fulfilling the purpose of the leave. If such reasons arise during the term of the leave, the employee on leave would be required to submit a written statement of the reasons for non-completion of the leave plan to the Board of Trustees for their consideration. This written statement would be submitted to the Board at the time the leave plan was interrupted by emergency conditions.

(6) Teachers on sabbatical leave will retain tenure rights.

(7) Teachers returning from sabbatical leave must agree to remain in the school system for two years following such leave. In the event an employee does not meet this obligation they are responsible to reimburse the district for all salary and insurance costs or a prorated amount in the event they work some portion of the two year obligation. This reimbursement requirement may be waived at the sole discretion of the Board.

(8) During the sabbatical leave, the teacher will receive one-half of his/her contracted salary for the year that the teacher is on leave.

(9) The teacher on sabbatical leave will be returned to his/her former position, or to an equivalent position.

(10) Sabbatical leave year will be counted as a year of experience on the salary schedule.

(11) If a conflict arises between more than one teacher's applications for this leave, seniority within the District shall be the determining factor. If teacher applicants have equal seniority, the teacher who applied for the leave first shall be given preference.

7.11 Bereavement Leave.

Bereavement Leave shall be at the rate of five days yearly at full pay, noncumulative. Five days annually at full salary will be allowed each teacher in case of a death in the immediate family or for close friends. Extended bereavement leave shall be granted under special circumstances by the administration.

7.12 Leave Coverage.

It will be the administration's duty to find classroom and duty coverage for any teacher that is using any of the leave benefits provided in this article.

7.13 Eligibility.

Leave benefits provided in this Article shall be available only during the regular school year. The use of leave to avoid the obligation to attend the annual instructional and professional development meetings is discouraged, however exceptions may be made on a case-by-case basis at the sole discretion of the administrator. This in no way limits the employee's ability to use sick leave.

ARTICLE VIII

PROFESSIONAL DUES AND FEES

8.1 Authorized Deductions.

The Board agrees to deduct in ten (10) equal installments from the salaries of all employees such monies for annual unified membership dues of the Montana Federation of Public Employees (MFPE), and PCTA, as well as other Association contributions as individually authorized by the employee using the MFPE continuing membership form or other written authorization as submitted by the employee to the Board. Deductions for employees who submit their authorization to the Board after the September Board meeting shall be prorated so that the full amount authorized is deducted, in equal payments, by the end of the school year. In the event a question on dues arise the individual shall be directed to the Association's President.

8.2 Duty Of Fair Representation.

The Association, as the exclusive representative of all employees described in Section 1.1 of Article I, 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.

8.3 Notification Of Transmittal Of Monies

(1) The Association will certify to the Board, in writing, the current rate of annual unified membership dues and representation fees.

(2) By October 1 of each year, Powell County Teachers Association (PCTA) will provide MFPE with a list of employees who have authorized Deer Lodge School District to deduct annual unified membership dues. PCTA will notify MFPE promptly of any changes in the list.

(3) All schedules, forms and fees, together with records of any corrections or changes, shall be transmitted to the MFPE, 1232 E. 6th Avenue, Helena, MT 59601, on a monthly basis.

8.4 Other Payroll Deductions.

Upon written authorization from the employee, and agreement from the district the Board shall appropriate remittances.

ARTICLE IX

INSURANCE

9.1 District Contribution

The district's contribution for all plans shall be based on the 2025-2026 \$3,300 deductible HDHP / H.S.A. plan

Plan 2 - \$3,300 deductible HDHP/H.S.A.					
	Total	District	Employee	H.S.A. Contribution	District Total
EO	\$728.62	\$728.62	\$0.00	\$ 53.00	\$781.62
ES	\$1,457.24	\$1,347.95	\$109.29	\$ 53.00	\$1,400.95
EC	\$1,377.09	\$1,279.82	\$97.27	\$ 53.00	\$1,332.82
EF	\$2,112.99	\$1,905.33	\$207.66	\$ 53.00	\$1,958.33

681

682 **9.2 Insurance Plans**

683 At the employees sole discretion, they may choose one of the following insurance plans
 684 (or none with proof of a third party qualified plan).
 685

Plan 1 - \$500 deductible Traditional Plan					
	Total	District	Employee	H.S.A. Contribution	District Total
EO	\$975.95	\$781.62	\$194.33	0	\$781.62
ES	\$1,951.89	\$1,400.95	\$550.94	0	\$1,400.95
EC	\$1,844.55	\$1,332.82	\$511.73	0	\$1,332.82
EF	\$2,830.26	\$1,958.33	\$871.93	0	\$1,958.33

Plan 2 - \$3,300 deductible HDHP/H.S.A.					
	Total	District	Employee	H.S.A. Contribution	District Total
EO	\$728.62	\$728.62	\$0.00	\$ 53.00	\$781.62
ES	\$1,457.24	\$1,347.95	\$109.29	\$ 53.00	\$1,400.95
EC	\$1,377.09	\$1,279.82	\$97.27	\$ 53.00	\$1,332.82
EF	\$2,112.99	\$1,905.33	\$207.66	\$ 53.00	\$1,958.33

Plan 3 - \$5,000 deductible HDHP/H.S.A.					
	Total	District	Employee	H.S.A. Contribution	District Total
EO	\$649.84	\$649.84	\$0.00	\$131.78	\$781.62
ES	\$1,299.66	\$1,299.66	\$0.00	\$101.29	\$1,400.95
EC	\$1,228.19	\$1,228.19	\$0.00	\$104.63	\$1,332.82
EF	\$1,884.51	\$1,884.51	\$0.00	\$73.82	\$1,958.33

686

687 **9.3 Employees with 3rd Party Qualified Plan**

688 Qualified Waivers – employees who waive medical insurance due to other
 689 insurance coverage may instead elect an allowance as defined below. To be
 690 eligible for the allowance option the employee must prove that they have
 691 coverage that meets Minimum Actuarial Value requirements as defined by the
 692 ACA. Qualified Waiver can elect an allowance up to 50% of the single medical
 693 contribution into one of the following:

- 694 ○ If other coverage is an H.S.A., qualified plan the employee can elect 50%
 695 of the single medical contribution into the H.S.A. up to the applicable
 696 annual maximum.

- If the other coverage is not H.S.A. qualified, the employee can elect 50% of the single medical contribution into a Flexible Spending Account and/or Daycare Spending Account up to the applicable annual maximum.
- Annual Maximums for 2025
 - H.S.A. – \$4,300 single, \$8,550 family, \$1,000 catchup contribution if over age 55
 - Flex - \$3,300 medical; \$5,000 dependent care
- Qualified Waivers electing the allowance would still be eligible for other benefits (life disability, dental and vision) at the same terms.

9.4 Dental

Dental Insurance – the employer will pay 75% of employee premiums 50% of spouse and children.

9.5 Vision.

A vision plan will be available for employees to purchase at their discretion. In the event the employee selects a Health Insurance plan for which the district contributes in excess of the premium that excess may be applied to offset the cost of the vision plan.

9.6 Insurance Committee.

The District will provide health, and/or other benefits. The District Insurance Committee will be composed of representatives of all employee groups: Each year the Association shall appoint two teachers from the HS and two teachers from the Elementary to an insurance committee. This committee shall recommend to the Association and the Board, for their approval, the insurance carrier and desired coverage. This committee will also investigate and recommend to the Board and Association the method and personnel for administering the group health insurance plan. If denied the committee shall reconvene to establish alternative options for consideration. The District Clerk will be authorized to make premium payments.

ARTICLE X

PROFESSIONAL COMPENSATION

10.1 Salary Schedule

The salary schedule shall follow Appendix “A” attached.

(1) Base

The 2025-2026 base salary shall be **\$41,947**

(2) Vo-Ag Position

The vocational agricultural basic salary shall be determined by the teacher’s experience, education, and longevity (if applicable) placement on Schedule “A”. An extended contract salary of 24% of the Schedule “A” base salary shall be added to the teacher’s basic salary totaling the annual salary. Note: The terms Basic salary and Base salary are listed under the definitions section in this CBA

(3) High School Chemical Hygiene Officer

The High School Chemical Hygiene Officer shall have added to the contract an additional 2.7% of the base salary.

10.2 Placement

The following rules shall be applicable in determining the placement of a teacher on the appropriate schedule:

(1) Credits to be considered for application on any educational lane of the salary schedule must be in the field of the teacher's certification, in education, administration, or in an advanced degree program.

(2) To apply on the salary schedule, all credits beyond the Bachelor's Degree educational lane must be graduate credits (or credits for lower division courses with approval by the Superintendent prior to enrolling in such courses), and carry a grade equivalent of a B or higher (pass/no pass graduate credits must have the approval of the Board prior to enrollment) and must be completed through an accredited college or university. The education lane is calculated using semester credits. To convert quarter credits to semester credits multiply by 1.5.

(3) Movement/Ed Placement

Effective July 1, 2025 an employee may only move up to a maximum of two educational lanes per year.

(4) Individual contracts will be modified to reflect qualified educational lane changes once each school year, provided that a copy of qualified credits is submitted no later than October 15 of the current school year and provided that notification of intent to advance on the salary schedule had been given to the Superintendent by March 1 of the preceding school year. The Board may extend the date of October 15 upon receiving a written request from the individual teacher. The contract will not be modified until receipt of grade sheets or transcripts.

(5) A teacher newly employed who has had experience in other accredited school systems will be initially given credit for up to six (6) years' experience with a maximum salary at step 10, and up to an MA+2. New hires without experience will be placed on Step 4.

10.3 National Board Certification

Pursuant to 20-4-134, MCA, after three consecutive years of service to the Deer Lodge School District, in a position requiring a State of Montana teaching certificate and following the completion and receipt of National Board for Professional Teaching Standards Certification, the teacher will receive reimbursement for the candidate fee of up to \$1,500. This reimbursement of the candidate fee is only available to teachers who receive certification through the National Board for Professional Teaching Standards while simultaneously serving as a teacher in the Deer Lodge School District. The teacher becomes eligible for an annual stipend of \$1,500 in the school year beginning July 1 after the teacher obtains certification or recertification. Teachers who possess this certification and work less than 187 days in a position requiring a State of Montana teaching certificate will receive a pro-rated portion of the \$1,500 stipend. The annual stipend will be paid out by June 30 of each school year.

10.4 Experience for Military Service

A maximum of up to two years of experience on the salary scale will be granted for active full-time military service.

10.5 Salaries shall be based on a 187-day school year

Salaries shall be based on a 187-day school year. Greater or less service shall be prorated on that basis.

10.6 Number of Paychecks

Each teacher may elect to be paid through 10 or 12 checks by notifying the business office on the first working day of the contracts. Payment will be made by the fifth calendar day of the month. Direct payroll deposit is available through the district business office. Errors in payroll deductions, made by the payroll department, shall be rectified within seven days of the payroll department being notified of the error by either the administration, the payroll department, or the teacher.

10.7 Termination Pay

(1) Upon termination of employment and after ten years of teaching at the District, the District will pay said teacher for unused sick leave that the teacher has accumulated up to a maximum of 50 days. The payment of sick leave will be calculated on the teacher's last existing salary. The teacher's current daily salary times sick days not used (up to 50), equals the total. Payment for accumulated unused sick leave will be due and payable on or before July 1 following the end of the school year in which termination of employment occurred. It is understood that the teacher and the Board are responsible for their respective payments to the Montana Teachers' Retirement System.

(2) Any tenured teacher who leaves the district prior to 10 years of teaching at the District will be eligible to receive payment for one-fourth (1/4) of their unused sick leave at the current substitute daily rate.

10.8 Retirement Service Bonus

Teachers who meet the following criteria will receive a ten percent increase in their scheduled salary for each of the final two years of employment with the District.

(1) Conditions to Qualify for the Program.

(a) At the time of notification for use of the Retirement Service Bonus (R.S.B.), the teacher must have taught within the district for a minimum of eighteen years.

(b) Each year of the two years the teacher would receive a lump sum of 10% each year.

a. In the event an employee wishes to rescind the retirement they would need to do so before receipt of a 10% bonus. In the even they do so after receipt the employee would need to work with the district to repay the bonus.

The teacher must notify the Board of his/her intention to retire at the beginning of the teacher's last two years of employment. The resignation must be submitted at, or prior to, the time of signing your individual contract for the year, which begins the teacher's final two years of employment with the District. The teacher will receive a lump sum

payment at the conclusion of the two-year period. The employee and the District shall be responsible for their respective contributions to TRS and IRS. All applicable TRS and IRS statutes will apply. Payment will depend upon the availability of funds and may be delayed until July 1 of the year following retirement.

(2) In addition to the retirement service bonus provided in this section, the District may from time to time announce an early retirement incentive program and shall determine the benefits, regulations, and limitations of such program.

10.9 Activity Admittance

All teachers, their spouses, and immediate family members (up to the age of eighteen) shall receive free admittance to home district activities with a current year identification badge. This will not apply to MHSA postseason events.

ARTICLE XI

Reduction In Force

11.1 Process

A tenured teacher who is notified of lay-off because of a reduction in force will have the right to displace any less senior tenured teacher whose work the senior tenured teacher is certified to perform. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association within three (3) days after a teacher is notified of lay-off. Within three (3) days after the teacher gives such notification, the Superintendent will notify the less senior tenured teacher that he or she is to be displaced.

11.2 Definition of Seniority

(1) For the purposes of this Article, seniority will be computed from an employee's most recent date of hire in the bargaining unit. Seniority will continue to accrue during part-time or job-sharing employment periods and during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority.

(2) When seniority is equal between or among employees, the ranking of those employees shall be determined by preparation level as indicated by current placement on the salary schedule. When seniority and preparation levels are equal between or among employees, the ranking of those employees shall be determined by the drawing of lots.

(3) The Superintendent will provide the Association with a list showing the seniority of each employee employed by the Board, their areas of certification and endorsement, and a listing of current course assignments. The Superintendent will at all times have posted in his office a current list which will be available for inspection during regular working hours by any employee. If there is a disagreement regarding bargaining unit seniority, the union will provide documentation and the changes to the seniority list no later than October 1 of each year.

ARTICLE XII

Staff Vacancies

12.1 Internal Notification.

All vacancies and new positions, including but not limited to curricular and extra-curricular, shall be internally publicized to the staff and Association through a written notice by email to each member of the Association within five (5) calendar days prior to advertising or hiring externally. Employees wishing to apply for the position may submit a letter of application to the Superintendent. Said notice of vacancy of new positions shall clearly set forth the qualifications for the position and the procedures for applying.

12.2 External Notification.

Following the internal notification period if no current staff member is interested in the position the vacancy will be posted externally. Positions for long-term subs will also be posted externally. The posting will be updated every six (6) weeks.

12.3 Voluntary Transfers.

Teachers within the school system will be given first consideration for the position they qualify to fill. If all factors relating to the needs of the school system, as determined by the Board, are substantially equal, then years of service in Deer Lodge School District will be the prevalent consideration in filling vacancies. Should the Board or its agent deny a transfer request, it will, upon written request for reasons by said teacher, within five days provide a written statement of its decision, together with written reasons to the teacher.

12.4 Involuntary Transfers.

By the end of each school year teachers will be notified of their teaching assignments for the following year. It is understood that if a teacher is not notified of a change in assignment by the end of the school year the teacher will be fulfilling the same duties as they are currently assigned to. If a teacher is notified of a new assignment and would rather not take the new assignment it will be considered an involuntary transfer. The teacher will contact the Superintendent within three (3) days of the notice of the transfer that they do not want to take the new assignment. Within (3) days of notice to the Superintendent the Superintendent will make a decision in writing regarding the decision. If the teacher is forced to take the transfer it will be considered an involuntary transfer. In addition, any transfer made after the last day of school will also be considered an involuntary transfer. Involuntary transfer will require the district to pay a stipend to the teacher(s) involved of \$1,000 to be paid before the transfer occurs. Refusal to take the involuntary transfer will be considered terms for termination. If an involuntary transfer is required of a teacher that teacher will not be involuntarily transferred for the next 3 years.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.1 Definition

A grievance is a written and signed claim by a grievant that alleges there has been a violation of the terms of this Master Contract Agreement (Appendix C: Grievance Report Form).

921 **13.2 Grievant**

922 A grievant is a teacher, a group of teachers, or the Association.

923 **13.3 Purpose**

924 The purpose of this procedure is to secure at the lowest possible level with equitable
925 solutions to the problems, which may from time to time arise affecting the welfare or
926 terms and conditions of employment of teachers. Both parties agree that these
927 proceedings will be kept as informal and confidential as may be appropriate at any level
928 of the procedure.

929 **13.4 Representation**

930 The teacher(s), Association, Superintendent, or Board may be represented during any step
931 of the procedure by any person or agent designated by such party to act in his or her
932 behalf.

933 **13.5 Informal Discussions**

934 Any teacher having a grievance may discuss the matter informally with the
935 administration. Any agreements must be consistent with the terms of the contract.

936 **13.6 Representation**

937 Any party in interest may be represented at all stages of the grievance procedure by him
938 or herself, or at his/her option, by a representative selected or approved by the
939 Association. When the Association does not represent a teacher, the Association shall
940 have the right to present and state its views at all stages of the grievance procedure.

941 **13.7 Procedure:**

942 Step I - Immediate Supervisor

943 The grievant shall within twenty-one (21) calendar days of the occurrence or knowledge
944 of the act or condition which is the basis for the complaint, present the grievance in
945 writing, to the immediate supervisor.

946
947 The grievance shall be written on the appropriate grievance form (Appendix A) and shall
948 include a statement of grievance, which articles(s) are in dispute, and the requested
949 remedy.

950
951 The immediate supervisor will arrange for a meeting with the grievant to take place
952 within seven (7) calendar days after the receipt of the grievance. The supervisor shall
953 provide the grievant and the Association with a written answer to the grievance within
954 seven (7) calendar days after the meeting.

955
956 Step II - Superintendent
957 If the grievant or the Association is not satisfied with the disposition of the grievance at
958 Step I, or if no decision has been rendered within seven (7) calendar days after the
959 presentation of the grievance, then the grievance, within seven (7) calendar days, may be
960 referred to the Superintendent. The Superintendent shall arrange for a hearing to take
961 place within seven (7) calendar days after the receipt of the appeal. Upon conclusion of
962 the hearing, the Superintendent shall have seven (7) calendar days to provide the grievant
963 and the Association with a written decision.

964
965 Step III - School Board

966 If the grievant or the Association is not satisfied with the disposition of the grievance at
967 Step II, or if no decision has been rendered within seven (7) calendar days after the

presentation of the grievance, then the grievance within seven (7) calendar days may be referred to the School Board. The Chairman of the Board shall arrange for a hearing to take place at the next regularly scheduled meeting. Upon conclusion of the hearing, the Board will have fourteen (14) calendar days to provide the grievant and the Association with a written decision.

Step IV - Binding Arbitration

If the Association is not satisfied with the disposition of the grievance at Step III, or if no decision has been rendered within the time period provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within fourteen (14) calendar days after it has received the decision at Step III. If any questions arise as to the ability to arbitrate, the arbitrator selected to hear the dispute shall first rule upon such questions.

After notice of submission to arbitration, the Association shall request from the Montana Board of Personnel Appeals a list of five qualified arbitrators. Within seven (7) calendar days of receipt, each party, beginning with the Association and alternating thereafter, shall alternately strike names from the list, and the remaining shall be the arbitrator.

The arbitrator shall not consider any argument or evidence that had not been submitted to the other party at least seven (7) calendar days before the hearing. The arbitrator's decision shall be final and binding upon the parties.

The Association and the District shall share costs associated with binding arbitration equally.

13.8 Jurisdiction of Arbitration

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 on the specific provision of this agreement.

13.9 Election of Remedy

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

13.10 Miscellaneous

(1) Cooperative Investigation

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

(2) No Reprisals

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

(3) Separate File

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

(4) Forms

Forms for the submission and recording of grievances shall be readily available to all teachers through the Association and administration. These forms must be mutually acceptable to the Association and administration. The decisions and appeals through all levels of the grievance procedure will be recorded on or attached to these forms.

(5) Open Meeting Law

All meetings and hearings under this procedure shall adhere to the provisions of the Open Meeting Law of the State of Montana.

ARTICLE XIV

Effect and Duration of Agreement

14.1 Individual Contract

Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration shall be controlling.

14.2 Severability Clause

If any provisions of this agreement or any application of this agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

14.3 Copies

A copy of this agreement shall be posted on the district's website and available in hardcopy upon request.

14.4 Term

This agreement shall be effective as of July 1, 2025 and shall continue in full force and effect until June 30, 2026. If either party wishes to modify this agreement, it shall give written notice of such intentions. Prior to the expiration date of this agreement.

Negotiations may commence at any time thereafter. If neither party seeks to modify this agreement in the time period specified, the contract shall automatically renew itself and continue in full force and effect from year to year.

14.5 This Agreement Controls

This agreement constitutes the full and complete agreement between the Board and the Association representing the provisions herein relating to terms and conditions of employment and supersedes 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 this agreement.

14.6 Modifications

The terms and conditions of this agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties by way of negotiation.

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Signatures

Signed this 10th day of June 2025.

For the Association

For the District

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1082
1083

Appendix A
SALARY SCHEDULE
2025-2026

		10-24 add. Qt. credits	25-44 add. Qt. credits	45 or more add. QT. credits		15-29 add. Qt credits +masters	30-44 add. Qt. credits +masters	45+ Qt. credits +masters
EXP	BA	BA+1	BA+2	5th	MA	MA+1	MA+2	MA+3
0	\$36,161	\$37,390	\$38,656	\$39,379	\$39,886	\$41,151	\$42,381	\$43,610
1	\$37,607	\$38,982	\$40,356	\$41,043	\$41,730	\$43,104	\$44,478	\$45,816
2	\$39,054	\$40,573	\$42,055	\$42,815	\$43,574	\$45,057	\$46,575	\$48,022
3	\$40,500	\$42,164	\$43,755	\$44,587	\$45,418	\$47,009	\$48,673	\$50,228
4	\$41,947	\$43,755	\$45,454	\$46,358	\$47,262	\$48,962	\$50,770	\$52,433
5	\$43,393	\$45,346	\$47,154	\$48,130	\$49,107	\$50,915	\$52,867	\$54,639
6	\$44,840	\$46,937	\$48,854	\$49,902	\$50,951	\$52,867	\$54,965	\$56,845
7	\$46,286	\$48,528	\$50,553	\$51,674	\$52,795	\$54,820	\$57,062	\$59,051
8	\$47,733	\$50,119	\$52,253	\$53,446	\$54,639	\$56,773	\$59,159	\$61,257
9	\$49,179	\$51,710	\$53,952	\$55,218	\$56,483	\$58,725	\$61,257	\$63,463
10	\$50,625	\$53,157	\$55,652	\$56,990	\$58,328	\$60,678	\$63,354	\$65,668
11	\$51,132	\$54,892	\$57,351	\$58,762	\$60,172	\$62,631	\$65,451	\$67,874
12	\$51,643	\$55,441	\$59,051	\$60,534	\$62,016	\$64,584	\$67,549	\$70,080
13	\$52,159	\$55,996	\$59,641	\$62,305	\$63,860	\$66,536	\$69,646	\$72,286
14	\$52,681	\$56,556	\$60,238	\$62,928	\$65,705	\$68,489	\$71,743	\$74,492
15	\$53,208	\$57,121	\$60,840	\$63,558	\$67,549	\$70,442	\$73,841	\$76,697
16	\$53,740	\$57,692	\$61,449	\$64,193	\$68,224	\$71,146	\$74,579	\$77,464
17	\$54,277	\$58,269	\$62,063	\$64,835	\$68,906	\$71,858	\$75,325	\$78,239
18	\$54,820	\$58,852	\$62,684	\$65,484	\$69,596	\$72,576	\$76,078	\$79,021
19	\$55,368	\$59,441	\$63,311	\$66,138	\$70,291	\$73,302	\$76,839	\$79,812
20	\$55,922	\$60,035	\$63,944	\$66,800	\$70,994	\$74,035	\$77,607	\$80,610
21	\$56,481	\$60,635	\$64,583	\$67,468	\$71,704	\$74,775	\$78,383	\$81,416
22	\$57,046	\$61,242	\$65,229	\$68,143	\$72,421	\$75,523	\$79,167	\$82,230
23	\$57,616	\$61,854	\$65,881	\$68,824	\$73,146	\$76,278	\$79,959	\$83,052
24	\$58,193	\$62,473	\$66,540	\$69,512	\$73,877	\$77,041	\$80,759	\$83,883
25	\$58,775	\$63,097	\$67,205	\$70,207	\$74,616	\$77,811	\$81,566	\$84,722
26	\$59,068	\$63,413	\$67,541	\$70,558	\$74,989	\$78,200	\$81,974	\$85,145
27	\$59,364	\$63,730	\$67,879	\$70,911	\$75,364	\$78,591	\$82,384	\$85,571
28	\$59,661	\$64,049	\$68,219	\$71,266	\$75,741	\$78,984	\$82,796	\$85,999
29	\$59,959	\$64,369	\$68,560	\$71,622	\$76,119	\$79,379	\$83,210	\$86,429
30	\$60,259	\$64,691	\$68,902	\$71,980	\$76,500	\$79,776	\$83,626	\$86,861
31	\$60,560	\$65,014	\$69,247	\$72,340	\$76,882	\$80,175	\$84,044	\$87,295
32	\$60,863	\$65,339	\$69,593	\$72,702	\$77,267	\$80,576	\$84,464	\$87,732
33	\$61,167	\$65,666	\$69,941	\$73,065	\$77,653	\$80,979	\$84,886	\$88,171
34	\$61,473	\$65,994	\$70,291	\$73,431	\$78,041	\$81,384	\$85,311	\$88,611
35	\$61,780	\$66,324	\$70,642	\$73,798	\$78,432	\$81,791	\$85,737	\$89,054
36	\$62,089	\$66,656	\$70,996	\$74,167	\$78,824	\$82,200	\$86,166	\$89,500
37	\$62,400	\$66,989	\$71,351	\$74,538	\$79,218	\$82,611	\$86,597	\$89,947
38	\$62,712	\$67,324	\$71,707	\$74,910	\$79,614	\$83,024	\$87,030	\$90,397
39	\$63,025	\$67,661	\$72,066	\$75,285	\$80,012	\$83,439	\$87,465	\$90,849
40	\$63,340	\$67,999	\$72,426	\$75,661	\$80,412	\$83,856	\$87,902	\$91,303

*Blue section down to step 25 increase by 1% per year. Steps 26 - 40 are at 1/2% per year.

**Grandfather - employees hired before July 1, 2024 may progress to step 40. Employees hired after July 1, 2024 are capped at Step 29.

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Attainment

	BA	BA +1	BA +2	5th	MA	MA +1	MA +2	MA +3
0	1.0000	1.0340	1.0690	1.0890	1.1030	1.1380	1.1720	1.2060
1	1.0400	1.0780	1.1160	1.1350	1.1540	1.1920	1.2300	1.2670
2	1.0800	1.1220	1.1630	1.1840	1.2050	1.2460	1.2880	1.3280
3	1.1200	1.1660	1.2100	1.2330	1.2560	1.3000	1.3460	1.3890
4	1.1600	1.2100	1.2570	1.2820	1.3070	1.3540	1.4040	1.4500
5	1.2000	1.2540	1.3040	1.3310	1.3580	1.4080	1.4620	1.5110
6	1.2400	1.2980	1.3510	1.3800	1.4090	1.4620	1.5200	1.5720
7	1.2800	1.3420	1.3980	1.4290	1.4600	1.5160	1.5780	1.6330
8	1.3200	1.3860	1.4450	1.4780	1.5110	1.5700	1.6360	1.6940
9	1.3600	1.4300	1.4920	1.5270	1.5620	1.6240	1.6940	1.7550
10	1.4000	1.4700	1.5390	1.5760	1.6130	1.6780	1.7520	1.8160
11		1.5180	1.5860	1.6250	1.6640	1.7320	1.8100	1.8770
12			1.6330	1.6740	1.7150	1.7860	1.8680	1.9380
13				1.7230	1.7660	1.8400	1.9260	1.9990
14					1.8170	1.8940	1.9840	2.0600
15					1.8680	1.9480	2.0420	2.1210

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Appendix B
Combined Deer Lodge School District
2025-2026 Extra-Curricular Salary Schedule

Level I	Level II	Level III
6.5% of Base	5.25% of Base	3.5% of Base
Plus \$100 per Year of Experience	Plus \$75 per Year of Experience	Plus \$50 per Year of Experience
HS Head Football	HS Assistant Football	HS Assistant Golf
HS Head Boys Basketball	HS Assistant Boys Basketball	HS Assistant Cross-Country
HS Head Girls Basketball	HS Assistant Girls Basketball	E-Sports
HS Head Wrestling	HS Assistant Wrestling	National Honor Society
HS Head Volleyball	HS Assistant Volleyball	JH Track (3)
HS Head Track (B&G)	HS Assistant Track	JH Cross Country (1)
HS Head Softball	HS Head Cross-Country (G&B)	JH Annual/Student Council (1)
HS Performance Music	HS Head Golf (B&G)	JH Music / Elem Performance Music
HS Annual	HS Assistant Softball	
FFA	HS Head Cheerleading Fall	
FCCLA	HS Head Cheerleading Winter	
Sexual Harassment Trainers	HS Student Council	
Speech & Debate	JH Football (2)	
	JH Boys Basketball (2)	
	JH Girls Basketball (2)	
	JH Wrestling (2)	
	JH Volleyball (2)	
• Experience is based only on experience at the former Powell County High School District, the former Deer Lodge School District #1, and the current Deer Lodge School District. • The Athletic Director will be compensated at 25% of the annual Base salary. • Assistant Athletic Director compensated at the daily certified substitute rate. • The Board reserves the right to determine which position will be filled and to whom contracts will be offered.		

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APPENDIX C

GRIEVANCE REPORT FORM

GRIEVANT _____

DATE FILED _____

TEACHING
ASSIGNMENT _____

1. Date Cause of Grievance Occurred _____

2. Statement of
Grievance _____

3. Action Requested or Relief
Sought _____

(Attach Additional Sheet if Needed)

Signature of Aggrieved _____ Date _____

STEP I

1. Supervisor's
Decision _____

2. Grievant Response
Agree:

Refer to Next Level:

Comments: _____

_____	_____	_____	_____
_____	_____	_____	_____
Supervisor's Signature	Date	Grievant Signature	Date
_____	_____	_____	_____
Association Representative	Date		

STEP II

1. Superintendent's Decision _____

2. Grievant Response

Agree: _____

Refer to Next Level: _____

Comments: _____

_____	_____	_____
Superintendent Signature	Date	Grievant Signature
Date		
_____	_____	
Association Representative	Date	

STEP III

1. Disposition and Recommendations of Board of Trustees _____

2. Grievant _____

1218 Response _____

1219 Agree: _____

1220 _____

1221 Refer to Next Level: _____

1222 _____

1223 Comments: _____

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1231 Chairman of the Board Date Grievant Signature Date

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1234 _____

1235 Association Representative Date PCTA Representative Date _____

1236 _____

1237 _____

Appendix – D

Evaluation Tool

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

- 1274 • The teacher clearly defines procedures for managing learning time, transitions between
- 1275 learning events, and routines that maximize learning time.
- 1276 • The teacher establishes behavioral expectations and consequences and monitors student
- 1277 conduct. Teacher responds to student behavior in appropriate and effective ways to minimize
- 1278 disruptions.
- 1279 • The teacher creates an atmosphere in which learning is valued. Teacher-to-student and
- 1280 student-to-student interactions show rapport that is grounded in mutual respect.
- 1281 • The teacher organizes, allocates, and manages physical space to create a safe learning
- 1282 environment.
- 1283 • The teacher uses physical resources to contribute to effective instruction and makes resources
- 1284 accessible to all students.
- 1285

1286 **COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH**

1287 [Click or tap here to enter text.](#)

1288 ☐ **Unsatisfactory** ☐ **Developing** ☐ **Proficient** ☐ **Exemplary**

1289 **DOMAIN THREE: INSTRUCTIONAL EFFECTIVENESS FOR STUDENT LEARNING**

- 1290 • Content is appropriate, clear, and linked to student knowledge and experience. Content is
- 1291 aligned with the district curricula and the Montana Content and Common Core Standards.
- 1292 Activities and assignments engage all students. Instructional materials are suitable to the
- 1293 instructional goals. The instruction is coherent and paced appropriately for all students.
- 1294 • The teacher has a repertoire of instructional strategies and makes use of them to make
- 1295 modifications to lessons as needed. The teacher differentiates instruction based on learner
- 1296 characteristics and achievement data.
- 1297 • Verbal and written communication is clear and appropriate to students' age, background, and
- 1298 level of understanding.
- 1299 • Questions are appropriate to the content and level of student understanding. Teacher
- 1300 encourages students to pose his or her own questions and is responsive to student questions.
- 1301 Teacher facilitates student led discussions.
- 1302 • The teacher demonstrates understanding of assessment for, and of, learning and how each
- 1303 plays a valuable part in teaching and learning.
- 1304 • The teacher can analyze data presented in reports and determine how to plan instruction for
- 1305 the students in the classroom. The teacher uses formative assessments like observations,
- 1306 homework, and conferences to track and understand student progress.

1307 **COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH**

1308 [Click or tap here to enter text.](#)

1309 ☐ **Unsatisfactory** ☐ **Developing** ☐ **Proficient** ☐ **Exemplary**

1310 **DOMAIN FOUR: PROFESSIONAL RESPONSIBILITIES**

- 1311 • The teacher shares information about the school’s educational program and expectations for
- 1312 student performance. Teacher develops a mechanism for two-way communication with
- 1313 families about student progress, behavior, and personal needs or concerns.
- 1314 • The teacher keeps records of attendance, disciplinary actions, emergency contact
- 1315 information, and personal information. Teacher shares relevant information with appropriate
- 1316 school personnel.
- 1317 • The teacher adheres to district policy and procedures. The teacher demonstrates leadership
- 1318 through honesty and integrity in relations with students, staff, and the community.
- 1319 • The teacher chooses and participates in professional growth that is aligned with his or her
- 1320 professional needs and aligned with the needs of the students, school or district.
- 1321 • The teacher engages in reflective thinking as an individual, as a team participant, or as a
- 1322 school community member with the goal of improving instruction and learning for all
- 1323 students.

1324 **COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH**

☐Unsatisfactory ☐Developing ☐Proficient ☐Exemplary

SUMMATIVE EVALUATION RATING

☐Unsatisfactory ☐Developing ☐Proficient ☐Exemplary

1325
1326 **IMPROVEMENT PLAN REQUIRED FOR:**

- 1327 **Domain 1:** Click or tap here to enter text.
- 1328 **Domain 2:** Click or tap here to enter text.
- 1329 **Domain 3:** Click or tap here to enter text.
- 1330 **Domain 4:** Click or tap here to enter text.

1331
1332 The teacher and evaluator sign the Summative Evaluation Form to indicate that it was reviewed and
1333 discussed, not that the teacher necessarily agrees with comments on this form.

Date:

Teacher Signature

Date:

Evaluator Signature

1334
1335