

# **Shepherd School Teacher Handbook**



**2024-2025**

**[www.shepherd.k12.mt.us](http://www.shepherd.k12.mt.us)**

## Contents

<b>INTRODUCTION .....</b>	<b>4</b>
<b>INTRODUCTION .....</b>	<b>4</b>
<b>SECTION 1.....</b>	<b>5</b>
<b>LEAVING YOUR CLASSROOM AND THE SCHOOL BUILDING.....</b>	<b>5</b>
<b>ABSENCES AND SUBSTITUTES .....</b>	<b>5</b>
<b>SCHOOL TELEPHONE USAGE .....</b>	<b>5</b>
<b>TEACHING CERTIFICATES .....</b>	<b>5</b>
<b>TRANSCRIPTS OF CREDITS .....</b>	<b>5</b>
<b>P.I.R. DAYS (PUPIL INSTRUCTION RELATED DAYS).....</b>	<b>5</b>
<b>POLICIES OF BOARD OF TRUSTEES .....</b>	<b>5</b>
<b>FERPA .....</b>	<b>6</b>
<b>EXTRA-CURRICULAR ASSIGNMENTS .....</b>	<b>6</b>
<b>KEYS .....</b>	<b>6</b>
<b>ACTIVITY NIGHT .....</b>	<b>6</b>
<b>STUDENT BEHAVIOR .....</b>	<b>6</b>
<b>ORDERING SUPPLIES, TEXTBOOKS, ETC. FROM DISTRICT FUNDS .....</b>	<b>6</b>
<b>SCHOOL CALENDAR.....</b>	<b>6</b>
<b>PERMANENT RECORDS .....</b>	<b>7</b>
<b>USE OF SCHOOL BUILDINGS AND FACILITIES .....</b>	<b>7</b>
<b>CARE OF THE FACILITIES.....</b>	<b>7</b>
<b>FACULTY MEETINGS.....</b>	<b>7</b>
<b>MONTANA HIGH SCHOOL ASSOCIATION RULES .....</b>	<b>7</b>
<b>TEACHERS RETIREMENT SYSTEM .....</b>	<b>7</b>
<b>STAFF DRESS .....</b>	<b>7</b>
<b>TEACHER AFFILIATED ORGANIZATIONS .....</b>	<b>7</b>
<b>CLASSROOM MANAGEMENT IDEAS.....</b>	<b>8</b>
<b>PROFESSIONALISM.....</b>	<b>8</b>
<b>SEXUAL/RACIAL HARASSMENT/INTIMIDATION POLICY STATEMENT.....</b>	<b>9</b>
<b>EMPLOYEE DRUG AND ALCOHOL POLICY .....</b>	<b>10</b>
<b>SECTION II.....</b>	<b>11</b>
<b>DATA MANAGEMENT .....</b>	<b>11</b>
<b>GOALS .....</b>	<b>11</b>
<b>WEEKLY LESSON PLANS .....</b>	<b>11</b>
<b>SCHOOL STARTING TIME .....</b>	<b>11</b>
<b>DISMISSING TIME SCHEDULE .....</b>	<b>11</b>
<b>MOVIES.....</b>	<b>11</b>
<b>CLASSROOM NEATNESS.....</b>	<b>11</b>
<b>CARE AND USE OF SCHOOL EQUIPMENT AND FURNITURE .....</b>	<b>11</b>
<b>TEACHER RESPONSIBILITY .....</b>	<b>12</b>
<b>TEACHER RESPONSIBILITIES TO THE SUBSTITUTE TEACHER.....</b>	<b>12</b>
<b>WELCOME THE SUBSTITUTE .....</b>	<b>12</b>
<b>SUBSTITUTE FOLDER.....</b>	<b>12</b>
<b>MATERIALS TO BE POSTED IN THE CLASSROOM .....</b>	<b>13</b>
<b>SPECIAL AREA TEACHERS .....</b>	<b>13</b>
<b>GRADING OF ASSIGNMENTS .....</b>	<b>13</b>
<b>FIRE DRILL PROCEDURES .....</b>	<b>13</b>
<b>LOCK CLASSROOM DOORS .....</b>	<b>13</b>
<b>GENERAL BEHAVIOR AND DISCIPLINE PROBLEMS.....</b>	<b>13</b>

<b>BUILDING/CLASSROOM DISCIPLINE .....</b>	<b>13</b>
<b>TRANSFERS, NEW STUDENTS ENROLLING .....</b>	<b>14</b>
<b>PUPIL ACCOUNTING PROCEDURES.....</b>	<b>14</b>
<b>PARENT-TEACHER CONFERENCE .....</b>	<b>14</b>
<b>SCHOOL INSURANCE.....</b>	<b>14</b>
<b>FIELD TRIPS .....</b>	<b>14</b>
<b>STUDY HALL INSTRUCTOR .....</b>	<b>15</b>
<b>SUSPENSION FROM CLASS-REGULAR CLASSROOMM STUDENTS .....</b>	<b>15</b>
<b>HOT LUNCH PROGRAM AND DUTIES .....</b>	<b>15</b>
<b>CARE OF TEXTBOOKS.....</b>	<b>15</b>
<b>NEWS RELEASES-PUBLICITY .....</b>	<b>15</b>
<b>ATTENDING SCHOOL FUNCTIONS.....</b>	<b>16</b>
<b>PUBLIC RELATIONS.....</b>	<b>16</b>
<b>TEACHER PROBLEMS .....</b>	<b>16</b>
<b>BOARD POLICY .....</b>	<b>16</b>
<b>USE OF SHOOOL FUNDS-DISTRICT &amp; EXTRA CURRICULAR ACCOUNTS.....</b>	<b>16</b>
<b>EXTRA-CURRICULAR ACTIVITIES FUNDS.....</b>	<b>16</b>
<b>END-OF-THE-YEAR ACADEMIC PROGRAM.....</b>	<b>16</b>
<b>END-OF-THE-YEAR REPORTS AND RESPONSIBILLITIES.....</b>	<b>17</b>
<b>SECTION III.....</b>	<b>18</b>
<b>HIGH SCHOOL &amp; MIDDLE SCHOOL SPECIAL DUTY ASSIGNMENTS.....</b>	<b>18</b>
<b>STAFF NOTICES.....</b>	<b>18</b>
<b>ADVANCE MAKE-UP WORK/SEMESTER TESTS.....</b>	<b>18</b>
<b>EXTRA-CURRICULAR ACTIVITIES.....</b>	<b>18</b>
<b>ELIGIBILITY RULES.....</b>	<b>18</b>
<b>HIGH SCHOOL CONTROL FUND ACCOUNTING PROCEDURES .....</b>	<b>19</b>
<b>SECTION IV .....</b>	<b>20</b>
<b>DAILY PROGRAMS .....</b>	<b>20</b>
<b>SPECIAL ACTIVITIES.....</b>	<b>20</b>
<b>SPECIAL DUTY ASSIGNMENTS .....</b>	<b>20</b>
<b>STAFF NOTICES.....</b>	<b>20</b>
<b>RETURNING FROM RECESS.....</b>	<b>20</b>
<b>SEXUAL HARRASSMENT POLICY STATEMENT .....</b>	<b>20</b>
<b>APPENDIX A.....</b>	<b>22</b>
<b>APPENDIX A .....</b>	<b>23</b>
<b>SCHOOL CALENDAR.....</b>	<b>23</b>
<b>APPENDIX B .....</b>	<b>25</b>
<b>TEACHER EVALUATION FORM.....</b>	<b>25</b>
<b>APPENDIX C .....</b>	<b>28</b>
<b>HEALTH INSURANCE.....</b>	<b>28</b>
<b>APPENDIX D .....</b>	<b>29</b>
<b>GRIEVANCE PROCEDURE.....</b>	<b>29</b>
<b>APPENDIX F.....</b>	<b>36</b>
<b>EMPLOYEE ACCIDENT REPORT FORM .....</b>	<b>36</b>
<b>APPENDIX G.....</b>	<b>39</b>
<b>EMPLOYEE HEALTH AND SAFETY INFORMATION.....</b>	<b>39</b>
<b>APPENDIX H.....</b>	<b>46</b>
<b>TEACHER'S MASTER AGREEMENT .....</b>	<b>46</b>

**ADMINISTRATION HANDBOOK FOR TEACHER**  
**SHEPHERD SCHOOL DISTRICT #37**  
**SHEPHERD, MONTANA**

## INTRODUCTION

This administrative handbook has been developed for use during this school year. These administrative policies and regulations are intended to implement the regularly adopted Shepherd Public School Policies and provide a basis for operation and decision-making for all members of the teaching staff.

SECTION I is a review of some points of regular school policy that pertain to teachers.

SECTION II is composed of specific policies and regulations set up to help guide you during the current school year.

SECTION III is composed of specific policies and regulations as they relate to high school teachers.

SECTION IV is composed of specific policies and regulations as they relate to elementary teachers

APPENDIX is composed of related material that a teacher may need during the school year.

### INTRODUCTION

This handbook for teachers is intended to acquaint you with general administrative rules, regulations, and procedures that will be in effect during this school year.

Each year an attempt will be made to add to, delete, revise, and in other ways improve on this handbook. Your suggestions and comments are most welcome.

### SCHOOL & CLASSROOM HOURS

School hours for all teaching personnel in Shepherd Public Schools will be from 8:00 A.M. until 4:00 P.M., with classes beginning at approximately 8:10 A.M. each day. Please be in your classroom at 8:00 A.M., and at least five (5) minutes before the afternoon starting time.

Teachers are to step into the hall for supervisory purposes when classes are passing.

# **ADMINISTRATIVE HANDBOOK FOR TEACHERS SHEPHERD PUBLIC SCHOOLS**

## **SECTION 1**

### **LEAVING YOUR CLASSROOM AND THE SCHOOL BUILDING**

Teachers are required to remain in school during school hours and in the classroom during scheduled classes. Should it be necessary to leave the building on official school business, please obtain permission from your Principal. If you wish to leave the school early for personal reasons, a leave request form is necessary.

### **ABSENCES AND SUBSTITUTES**

Negotiated policy for personal leave will be adhered to concerning all absences. If you intend to be absent, please fill out a request for leave form and submit it to the building principal and superintendent for approval.

### **SCHOOL TELEPHONE USAGE**

Teachers should feel free to use the school telephone for any official school business. Please do not tie up the phones for personal business.

### **TEACHING CERTIFICATES**

Proper certification is the responsibility of each individual teacher. Every teacher must file a proper teaching certificate in the Superintendent's office and with the County Superintendent of Schools. This should be taken care of immediately at the beginning of the school year. A transcript must be on file in the office of Superintendent of Schools.

### **TRANSCRIPTS OF CREDITS**

All new teachers in the system must have a complete official transcript of credits sent to the Superintendent's office for filing. As you earn additional credits, a transcript should be filed with the Superintendent to justify claims for additional steps on the salary schedule. All teachers adding credits must turn in notice to the Superintendent by February 1.

### **P.I.R. DAYS (PUPIL INSTRUCTION RELATED DAYS)**

P.I.R. Days are scheduled during the year.

Note: APPENDIX A - SCHOOL CALENDAR.

Absences on P.I.R. days for reasons other than illness, approved annual leave, or official school business shall result in dockage of pay (1/187 of annual salary).

### **POLICIES OF BOARD OF TRUSTEES**

Each teacher will be held responsible for policies of the Board of Trustees. It behooves each teacher to become completely familiar with all policies of the Board of Trustees. A copy is available upon request from the District Office or may be found on the school website at [www.shepherd.k12.mt.us](http://www.shepherd.k12.mt.us)

## FERPA

Staff will follow all FERPA rules and regulations. Any violations of FERPA rules and regulations will result in disciplinary action up to and including dismissal. See the building principal or superintendent for details.

## EXTRA-CURRICULAR ASSIGNMENTS

Extra-curricular duties will be required of all teachers. A salary schedule, where applicable, for these duties will be determined by the negotiated contract. These duties, to be assigned, are to be considered as a part of the total teaching job. The salary schedule is negotiated for the 2024-2025 term. All teachers will turn in a list of rules and regulations for their extra-curricular organization to the building principal and A.D. The Coach/Advisor is in charge of student behavior on the bus trip.

## KEYS

Teachers are furnished the keys that are necessary. Please be careful that you do not lose your keys. If keys are lost, please notify the building principal. Authorization must be obtained from the administration prior to loaning your key to a responsible person in case of emergency.

## ACTIVITY NIGHT

**Wednesday of each week will be designated as Activity Night. No student-related activities after 6:00 P.M. without prior approval from the Superintendent.**

## STUDENT BEHAVIOR

Teachers should expect and demand that students in their charge conduct themselves in a reasonable and acceptable manner. Rules and regulations governing behavior should be explicit, understandable and suitable for the group involved. Ref: Student Handbooks.

## ORDERING SUPPLIES, TEXTBOOKS, ETC. FROM DISTRICT FUNDS

Before teachers make purchases, proper procedures and approval must be secured from the building principal and then from the superintendent. Orders that have not been previously approved or bills that are presented to the Clerk that do not follow approved procedures will be the responsibility of the teacher involved.

Procedure for ordering is as follows:

1. Shepherd School District #37 now uses an on-line requisition system for purchasing. To use the system a user name and password are required. The Clerk will help with these. Instructions for completing the on-line requisition can be obtained from your building principal.
2. All requisitions require approval from the building principal and the superintendent before a purchase order can be processed. Incomplete requisitions will not be processed.
3. If the order is a rush, the requisition should so indicate in the note field.
4. Any items that are on preview/approval need to be entered into the requisition system.

## SCHOOL CALENDAR

A general school calendar will be distributed setting forth major dates for the entire school year.

## PERMANENT RECORDS

Student permanent report cards are to be maintained in the school office and are the responsibility of the principal. Elementary teachers should receive complete instructions on the proper keeping of these records before making entries.

## USE OF SCHOOL BUILDINGS AND FACILITIES

All requests for the use of school facilities will be handled in accordance with the Board Policy and must be processed through the Superintendent's office. Teachers shall not assume any responsibility of this matter.

Students shall not be allowed into the school buildings after school hours unless accompanied or supervised by a teacher or other authorized adult person. If you require a student to be in the building as part of a class, it is your job to supervise them. As per Board Policy, students will not be in classroom during the day or night without proper instructor supervision.

## CARE OF THE FACILITIES

All teachers are charged with responsibility for the proper care and safeguarding of textbooks, equipment, etc., that is a part of their classroom or department. Checkout systems, complete inventories, etc., should be established to accomplish the necessary safeguards. Items that are inadvertently lost, stolen, or otherwise missing should be reported in writing to the Principal.

## FACULTY MEETINGS

Faculty/Principal meetings will be held in each building at the discretion of the principal. There will be a minimum of 1 meeting per month on Fridays from 2:45-4. Since teachers have difference of opinions, ideas, viewpoints, expression, please air them at teachers' meetings if they deal with school related concerns.

## MONTANA HIGH SCHOOL ASSOCIATION RULES

Teachers in charge of activity groups that fall under jurisdiction of the M.H.S.A. will be expected to enforce all rules and regulations that are applicable to their particular group.

## TEACHERS RETIREMENT SYSTEM

Montana teachers are members of the Teachers' Retirement Systems. Teachers are covered by Unemployment Compensation and Workman's Compensation.

## STAFF DRESS

Employees will dress in a professional manner. Employees of the Shepherd Public School system shall be neatly attired and groomed while discharging their responsibilities to the district. Remember you are setting an example for your profession. Jeans are to be worn only on the last day of the week. **Jeans with holes are not to be worn at school.**

## TEACHER AFFILIATED ORGANIZATIONS

Teachers who belong to organizations of their choice such as Montana Association of Librarians, National Council of English Teachers and any other organization, please be aware of the new policy in regard to dues. School District #37 will not pay dues to any organization either from district or activity funds. You are responsible for your dues.

The administration will review each request to attend professional meetings with the following in mind:

1. Are you a member of the organization?
2. Will your attendance enhance the learning skills of students or enhance your area of expertise?
3. How many meetings do you plan to attend during the school year?

The school district will pay negotiated mileage/cheapest transportation as per the negotiated agreement. No per diem or lodging shall be paid without prior approval from the Superintendent.

The above policy does not pertain to school student sponsored activities.

#### CLASSROOM MANAGEMENT IDEAS

All teachers will be in their respective classrooms before students come into the room for class. This implies that order can be obtained much easier and the instructional program can proceed without delay if teachers assume control from the beginning of each class. The classroom should be a place of orderly activity. The teacher who is well prepared and who has planned carefully for the use of every minute of the class will undertake their work under conditions favorable to success. Students are not to be out of class without a pass.

1. Move about the room frequently. (Don't develop "sititus".)
2. Use your eyes. Look at all parts of the room regularly.
3. Word questions clearly and insist on clearly stated answers.
4. Allow for supervised study time in class.
5. Make all assignments and explanations clear and definite.
6. Establish classroom regulations by the end of the first week of the semester-what students may do and what they may not do.
7. Have an understanding with the principal about what types of discipline should be sent to the office.
8. Don't make a major issue out of trivial offenses. (You can win a battle and lose the war.)
9. Don't accept impertinence.
10. Don't talk too much, too fast, or too loudly.
11. Avoid group punishment for the mistakes of individuals.
12. Avoid threats you cannot enforce.
13. Look for ways to relieve or prevent tensions in the classroom by varying your methods, e.g., introducing guest speakers, films, and field trips.
14. Remember the Principals and Superintendent are ready to help you. We will consider it a strength if you recognize problems and discuss them with us.
15. Consistency is a most important aspect of good discipline. Avoid "good" days and "bad" days!
16. Teach Bell to Bell from the 1<sup>st</sup> day through the last day of school.
17. Do not use any foul language in front of students.

#### PROFESSIONALISM

Be proud of the teaching profession and your part of it! If you don't think your job is important, who will! The "griper" may gain vocal sympathy but not constructive and positive support.

Be a good citizen where you are! Show an interest in your community and remember that it is your community while you're there. Big or small, it deserves all you can contribute. Voting is certainly a prime requisite of a good citizen, but there is much more. We have to show pride in our community as well as its organizations.

Do a good job of teaching the whole child! I'm sure we've all been trained with this theory in mind, but sometimes we may forget and think of ourselves as subject matter specialists responsible for a student only while he/she is in our room taking our subject. WE are responsible for the development of these youngsters in all aspects. We can't overlook certain things with the alibi that, "It isn't my department."



Know People Better! We can't be introverts and do a good job of teaching. We have to know more about a student than the classroom alone denotes. We must be friendly with people to the point that they will be frank and earnest with us.

Look as good as you can! People expect us to present a good appearance. They don't expect us to look like they do on their jobs. They'll respect us more if we present a good appearance (especially while on the job). Put your best foot forward!

Support your professional organizations. Don't be the "weak link" in your own chain. To change Lincoln's statement a little - United we progress, divided we stagnate.

In addition, I'd like to add these (a sort of "This I Believe"):

I believe professionalism is putting school first!

I believe that if we are going to get professional salaries, we can't be 8:00 to 4:00 people all the time!  
This type teacher shows lack of interest in their work and gives the impression that teaching is an easy job. Let's render the services along with the demand for increased salaries.

Support the community! Often, a beginning teacher will feel that the community isn't as nice as the one they came from and express this opinion freely. This type of thinking creates a rift that prevents good morale. If this area does not meet your standards, I would advise you to pitch in and improve it. If you feel improvement is impossible, you had best resign.

Support your school, your colleagues, and the students. A salesperson doesn't speak derogatorily about their company, other fellow salespeople, or their product. We must be positive to warrant the confidence of the public.

Please do not accept less than a student's best. Practice makes perfect, only with perfect practice. By allowing a student to turn in less than his/her best, we train bad habits.

#### SEXUAL/RACIAL HARASSMENT/INTIMIDATION POLICY STATEMENT

The Shepherd Public School is committed to a positive and productive working and learning environment free from discrimination. Discrimination adversely affects morale and interferes with employee and student ability to work and learn. The District prohibits sexual/racial harassment or intimidation of its employees or students, whether committed by a co-worker, supervisor, subordinate, contractor, volunteer or students, and finds such behavior just cause for disciplinary action. The District will not tolerate such behavior between members of the same or opposite sex. The District will take prompt, effective and remedial action on complaints, grievances, and reports of sexual/racial harassment or intimidation (including informal reports of inappropriate sexual or gender-directed conduct) which come to the attention of the District.

The District prohibits retaliation against any employee or student because he/she has made a report of alleged sexual/racial harassment, or intimidation against any employee or student who has testified, assisted, or participated in the investigation of a report. Retaliation is itself a violation of federal and state regulation prohibiting discrimination and will lead to disciplinary action against the offender.

This policy applies to individuals attending any events on District property, whether or not District-sponsored, and to any school-sponsored events, regardless of location.

A substantiated charge against a student shall subject that student to student disciplinary action including suspension or expulsion, consistent with the District's student discipline policy.

Title IX Coordinator Heather Ekness, HS Counselor, 406-373300 ext. 180

Required training will take place once a year.

#### EMPLOYEE DRUG AND ALCOHOL POLICY

The unlawful possession, use or distribution of illicit drugs and alcohol on school premises or as part of any school activity is prohibited.

Disciplinary sanctions will be imposed on employees violating these standards of conduct up to and including termination of employment and referral for prosecution.

Drug and alcohol treatment is available in Yellowstone County at Rimrock Foundation. Any employee who has been disciplined or terminated for violations of standards may clear his/her record or apply for reinstatement after successfully undergoing treatment for Chemical Dependency.

The district will annually notify employees that compliance with these standards is mandatory.

## SECTION II

### **ADMINISTRATIVE POLICIES & REGULATIONS FOR ALL TEACHERS**

#### DATA MANAGEMENT

It is the teachers' responsibility to record and track data related to individual students and school wide goals, whether it be RtI, Title 1, standards, etc. Data must be entered in a timely fashion as directed by each building principal.

#### GOALS

All teachers will develop professional goals as directed by the building principals

#### WEEKLY LESSON PLANS

Weekly lesson plans will be made mandatory. Plans should be detailed enough to guide a substitute teacher and to serve as a reference for yourself.

#### SCHOOL STARTING TIME

Classes will begin at approximately 8:10 A.M. for Grades K-12.

#### DISMISSING TIME SCHEDULE

A schedule will be used for dismissing students for early out. The noon schedule will serve as a Hot Lunch Schedule. This schedule will be set up by the Principals.

#### MOVIES

Movies shown at Shepherd School must be approved by the Principal prior to showing, and must be tied to the curriculum and subsequent lesson plans.

Movies will not be shown for entertainment purposes. PG-13 rated films shown at Shepherd School will require the student to have parent permission, (instructors will provide the permission form), before the student will be allowed to view the movie. If the movie is being shown for a class related grade, and the student does not acquire viewing permission from their parent/guardian, an alternative assignment will be provided.

#### CLASSROOM NEATNESS

Every teacher should insist on good housekeeping habits on the part of their students and themselves. Desks should always be in order, papers picked up, etc., before students are dismissed. Teachers should close windows and turn out lights before leaving their classroom.

#### CARE AND USE OF SCHOOL EQUIPMENT AND FURNITURE

You are responsible to see that students do not sit on desk tops, carve on the furniture, etc. The condition of your room indicates part of your effectiveness as a classroom instructor. Please be alert to this problem. Please do not sit on furniture or desks yourself. Your cooperation with the custodial staff is absolutely necessary to maintain the proper use and care of the room.

## TEACHER RESPONSIBILITY

You will be directly responsible to the **building** principal. All matters pertaining to the instructional program, student control, reports, records, lunch program, purchasing, etc., shall be directed to your principal.

Should you feel it necessary to deal directly with the Superintendent of schools, please feel free to do so after advising the **building** Principal.

## TEACHER RESPONSIBILITIES TO THE SUBSTITUTE TEACHER

It is the classroom teacher's responsibility to prepare the students for the substitute teacher. The teacher should explain reasons why substitutes must be called in during the year, and what is expected of the students in ways of class attitude, studying, and behavior.

Teachers are to notify building secretary and/or designee in the morning when a substitute is needed. In case of an emergency contact the office as soon as possible. If a teacher knows in advance when a substitute is needed, they are to let the secretary know as far in advance as possible.

Lesson plans, and/or Planbook are to be current and available for the substitute. Leave these in your desk, mailbox in teacher's room or preferably in the office with the secretary.

Indicate in your lesson plan book and/or Planbook, students in your classes who may assist the substitute.

If you know in advance that you are going to be gone, go over the lesson plans with the substitute and explain what is expected of the students for that day.

## WELCOME THE SUBSTITUTE

Welcome the substitute by introducing yourself and your fellow teachers. If you are familiar with the level or subject area, give as much help as possible to the substitute. Make the substitute's stay as pleasant as possible.

## SUBSTITUTE FOLDER

Each teacher is to keep a substitute folder in the building office which will be completed by the second week of school. It is to include the following information:

- a. A list of students in your classes who may assist the substitute.
- b. A seating chart or roll list of students.
- c. A list of students who may have difficulties in class.
- d. A list of students on medication.
- e. A list of students with handicaps, as applied to that specific class.
- f. Fire drill exit schedule.
- g. Class and bell schedule.
- h. Lunch and duty schedule.
- i. Emergency medical information.
- j. Detention policy.
- k. Accident reports - how to fill out reports and what procedure to follow.

## MATERIALS TO BE POSTED IN THE CLASSROOM

- a. Class Rules
- b. Class Schedule
- c. Academic Expectation Standards.
- d. Fire Drill Exit Route.

## SPECIAL AREA TEACHERS

Library, shop, labs, music and P.E.

- a. Have students assigned to help substitute.
- b. If you know in advance when you will be gone, plan a lesson that a substitute can carry out.

## GRADING OF ASSIGNMENTS

Teachers are responsible for correcting and grading daily assignments, unless the substitute is working on an extended basis over five consecutive days.

## FIRE DRILL PROCEDURES

Fire drill procedures will be made known to all teachers and students and will be posted in all classrooms. Teachers are responsible for instructing students of procedures and for seeing that they are carried out with speed in an orderly manner.

Do not open any fire escape windows.

The Principal will establish fire drill procedures for the building and instruct each teacher of his/her duties.

The Principal is responsible to conduct drills in accordance with State Law.

## LOCK CLASSROOM DOORS

Whenever a teacher is out of his classroom, the door should be locked. This is particularly necessary at noon hour and after school is dismissed. A good rule to follow is - keep your door locked.

## GENERAL BEHAVIOR AND DISCIPLINE PROBLEMS

We can improve the general atmosphere of the school if each teacher is aware of and takes care of problems when they arise. Particular attention may be needed in the following areas: in your classroom and the hall area near your classroom before school starts in the morning and after the lunch hour.

Teachers who are in charge of extra-curricular accounts and teachers who have earmarked District Funds for the operation of your department must be particularly careful about over-spending your budget. Basically, it is your responsibility to operate within your income from year to year.

## BUILDING/CLASSROOM DISCIPLINE

Discipline should be considered as the action necessary to maintain an atmosphere that is conducive to a good learning situation. It shall be the duty of the teacher to handle matters that arise in the classroom. Good planning and a feeling of mutual respect between teacher and students are the keys to success in the matter of student control. Serious cases of misbehavior should be referred to the Principal. **If a student is sent to the office, teachers are required to call the parents. You are responsible to instruct your students of your classroom management rules.** Rules for your classroom as definition of tardiness, talking, wearing of coats in class, bringing in pencil and paper, etc. are rules of your classroom. Each

instructor must inform students of the rules which are set for the specific classroom. Then, please enforce these rules. All rules should be reasonable and to a specific behavior desired.

When a new student enrolls in your room, check their cumulative folder for Special Education, Title I, 504 or custodial issues. Special Education Teacher review IEP and share with your building principal, and share accommodations with classroom teachers.

#### PUPIL ACCOUNTING PROCEDURES

- A. Absences are to be done on Power School at the beginning of the school day and after lunch for Elementary, and each period in the Middle School and High School.**
- B.** Following a student's absence, call for his/her Admit Slip. The admit slip is to be initialed by each teacher concerned and returned to the student. Do not admit a student to class if he/she does not present an admit slip.
- C.** Students who are tardy will be admitted to class. Report these students as tardy in Power School.
- D.** The permit to leave or to enter the building during school hours will be issued by the office. **Do not assume this authority.**
- E.** Permission may be granted by a teacher for a student to move from one place to another in the building - by signing a Pass.

#### PARENT-TEACHER CONFERENCE

Teachers should always be willing to take the necessary time to arrange for desired conferences with parents whether it be at your request or the parents' request. Conferences are scheduled for two periods each year.

Courteousness and willingness to work with parents will pay big dividends in good feeling toward the school.

All parents voicing a complaint about an instructor, Principal, Superintendent, Board of Trustees, etc., are to follow board policy on filing a grievance. If the parents do not sign a grievance letter ~~complaint form~~, it is to be so noted on the form and placed on file. This file is to be available as non-personal file.

#### FIELD TRIPS

Field trips must be requested **and approved** two (2) weeks in advance **by the building principal**. A request form is to be used and must be turned in to the principal/bus supervisor one (1) week in advance of the trip. **You are required to notify all impacted staff: eg. specialist, kitchen staff, school secretaries, etc.**

#### SUSPENSION FROM CLASS-REGULAR CLASSROOM STUDENTS

This is the procedure for handling any student who is out of a class for an infraction of rules and regulations:

1. Instructor will follow the building's ~~RT/MT~~ behavior and intervention support plans for a suspension from class.

Any teacher desiring to contract with a student on academic goals or objectives may do so. Parents are to sign the contract also. (Copy to Principal)

Special Education students who are in violation of classroom and school rules and regulations must be dealt with as follows:

1. If the cause of the inappropriate behavior is a result of the student's handicap condition, the **evaluation team** will be convened to determine a course of disciplinary action to be taken (within three (3) days).
2. If the cause of the inappropriate behavior is not a result of the student's handicap condition and it has been predetermined by the student's **evaluation team**, regular disciplinary action/procedure will take place. If it has not been predetermined, the **evaluation team** will be convened to determine if a student's handicap condition has anything to do with the inappropriate behavior. A determination will be made by the **evaluation team**.

#### HOT LUNCH PROGRAM AND DUTIES

Three high school teachers will supervise the lunchroom/halls during each lunch period of High School students. Two Middle School teachers will supervise the lunchroom/halls during each lunch period of Middle School students.

On-duty-teachers will receive a free meal which includes 1 milk. A juice or extra milk will need to be purchased.

#### CARE OF TEXTBOOKS

A record of all textbooks issued to students will be kept by the teacher. The condition of the book should be noted when the book is issued. When books are turned in at the end of the year, the condition should be noted again and a fine levied if the books have been misused. A fine list will be called for during the last week of the school year.

#### NEWS RELEASES-PUBLICITY

Publicity concerning classroom or general school activities is very desirable. News that a teacher or an organization wishes published will be submitted to the Superintendent's office for processing.

## ATTENDING SCHOOL FUNCTIONS

In addition to attending activities where you have an assigned duty to perform, teachers are encouraged to attend as many of the school's functions as possible.

## PUBLIC RELATIONS

The best public relations program that a school can practice is to send home each day students who have learned and who are secure in their feeling about school. Teachers are depended on to be the best public relations agents of the school by conducting good instructional programs each day of the year and by being consistent and fair in your dealings with students.

## TEACHER PROBLEMS

If you have a problem connected with the affairs of the school, the proper place to air it is in the Principal's office. Your concerns are to be handed in on a written form available in the office.

## BOARD POLICY

A copy of the current Board Policy manual is located on the Shepherd School website and the Administration office.

## USE OF SHOOOL FUNDS-DISTRICT & EXTRA CURRICULAR ACCOUNTS

Teachers who are in charge of extra-curricular accounts and teachers who have earmarked District funds for the operation of your department must be particularly careful about over spending your budget. Basically, it is your responsibility to operate within your income from year to year.

## EXTRA-CURRICULAR ACTIVITIES FUNDS

All money earned by student groups in the high school or elementary school must be turned in to the Activity Accountant for accounting purposes. All bills must be paid by check from the Activity Account Fund. No money will be issued for any activity unless the office okay's the activity prior to scheduling it, money must be deposited daily. **ALL PURCAHSES MUST HAVE PRIOR APPROVAL FROM ADMINISTRATION IN ORDER TO BE PURCHASED OR A REFUND WILL NOT BE ISSUED.**

1. Turn in money and a receipt will be issued by the Activities Accountant.
2. An account for your organization's funds will be set up in the Activity Account Fund.
3. When you receive a bill, turn it into the office with a request for bookkeeping purposes.
4. A request for disbursement must be accompanied by an invoice, or other billings - not just a request. We must have supporting vouchers to satisfy auditing requirements.
5. No fund will be overdrawn by order of the State Auditor.
6. No activity will be scheduled without the permission of the AD/Principal.
7. Teachers who are in charge of extra-curricular accounts and teachers who have earmarked District Funds for the operation of your department must be particularly careful about over-spending your budget. Basically, it is your responsibility to operate within your income from year to year.

## END-OF-THE-YEAR ACADEMIC PROGRAM

The month of May becomes particularly difficult if normal student workloads are not expected. Keep students busy with classroom instruction until the last day of school.



## END-OF-THE-YEAR REPORTS AND RESPONSIBILITIES

At the close of the school year, teachers will be held responsible for the following:

- A. Get rooms, desks, files, etc. in good order to facilitate summer cleaning and maintenance work.
- B. Turning in the following things to the office:
  - 1. Complete room and special department inventories.
  - 2. Complete grades in PowerSchool.
  - 3. Extra-curricular ledger books and files of vouchers.
  - 4. All school keys - labeled with your name. may be kept over the summer if you are returning. Keys are turned off from June 1 to August 1.
  - 5. Maintenance list.
  - 6. Teacher Folder
- C. Paychecks will not be issued until check out is finished

## SECTION III

### PROCEDURES FOR HIGH SCHOOL AND MIDDLE SCHOOL TEACHERS

#### HIGH SCHOOL & MIDDLE SCHOOL SPECIAL DUTY ASSIGNMENTS

- A. All teachers are expected to be in the halls monitoring students prior to the first bell of the day and between each period.**
1. Students are to come to their first and fifth period classrooms after taking care of normal business in the office, lavatories, etc.
  2. Each teacher will be responsible for general orderliness in your classroom and in the hall area near your classroom during these times.
  3. Instructors are to supervise any and all assemblies. Please get up and sit with the students when supervising.
- B. Special duty assignments will be made on a weekly basis. If teachers find it necessary to be absent from a duty that is scheduled, it will be their responsibility to find a replacement.**

#### STAFF NOTICES

Staff notices will generally be distributed to teachers weekly, notifying you of all contemplated events for the coming week so that better planning may result. It will be required that the office be advised at least one (1) week in advance of any plans that will result in other teachers being affected: i.e., field trips, athletic trips, movies, special testing, etc.

#### ADVANCE MAKE-UP WORK/SEMESTER TESTS

Please note Student Handbook.

#### EXTRA-CURRICULAR ACTIVITIES

Organization advisors are to personally supervise all activities of their groups. A meeting will not be considered legal nor will the action taken be considered legal unless the advisor is present.

Advisors are encouraged to become an active and interested partner in the groups that you advise. Students should be encouraged to do a good job in these endeavors as well as in their classroom endeavors.

#### ELIGIBILITY RULES

1. Students who are not academically eligible for activities would be able to participate in activities that are class-related and do not miss class to participate. These activities must occur at our school. No traveling privileges will be allowed. Examples would include Industrial Arts Club on Tuesday night; Chorus and/or Band performing at our own concerts; Pep Band that performs at home games but would not travel.
2. Extra-Curricular Eligibility will be based upon grade checks and MHSA requirements. Dates that eligibility will be checked are:  
Oct 3, Nov 7, Dec 12, Jan 16, Feb 20, Mar 27, May 30

Students who receive one or more Fs on any grade check date will be ineligible until the next grade check date.

3. Entering freshmen students who received one or more Fs during their fourth quarter grade of their 8<sup>th</sup> grade year will be eligible until the first grade check of their freshman year.
4. Transfer students enrolling at Shepherd High School must meet the above eligibility requirements.
5. If a student is assigned an “Incomplete” during the grade check date period, he/she has NOT received a passing grade and is, therefore, not eligible for any extra-curricular activities until a regular grade is given.
6. Eligibility CAN NOT be re-established by taking summer school or on line classes.
7. Eligibility for Honor Band will be based upon the sixth progress report.

#### HIGH SCHOOL CONTROL FUND ACCOUNTING PROCEDURES

As the advisor of an organization or activity, you will be considered as the official treasurer of that organization. An accounting ledger book will be given to you at the start of the year with a balance figure in the account carried forward from the audit report.

Entries in your ledger book will be made only when you have an official voucher (receipt or disbursement) from the office. This will ensure that you have a voucher to substantiate each entry. (The ledger and the file are to be turned in at the end of the school year.)

All money is to be turned into the Activity Accountant daily. An official receipt will be issued at that time. They will be placed in the sponsor's mail box.

Billings that come to the office for your organization will be authenticated by you for payment. When payment is made, you will receive a copy of the request for disbursement. If you receive the billing rather than the office, please turn it in immediately. In each case, we need the original invoice to keep on file.

Purchases for your organization must be cleared through the Advisor and Principal. A purchase order must be used to purchase supplies. All purchases must be preapproved before purchasing. All receipts must be returned other the business office within three (3) business days of the purchase or returning from the trip.

## SECTION IV

### **SPECIAL RULES, REGULATIONS & PROCEDURES FOR ELEMENTARY TEACHERS**

#### DAILY PROGRAMS

According to Montana Law, a copy of the daily schedule is to be posted in every classroom. This shall be done on a card to be provided and shall be posted on the inside of your classroom visible to all students. Turn in a duplicate card to the Principal and Secretary.

Grades K-3 will have recess in the morning and afternoon, but times will vary.

Pledge of Allegiance will be a minimum of 1 time per week.

#### SPECIAL ACTIVITIES

All parties, field trips, etc., must be arranged with the Principal at least two (2) weeks in advance of the activity. If other teachers or classes are to be invited to the activity, they should be notified well in advance. Failure to make proper arrangements will result in cancellation. All department heads are to be notified of the field trips one (1) week in advance of the excursion.

Transportation needs should be arranged with the Principal. Unless special arrangements are made, teachers are responsible to see that buses are back in Shepherd by no later than 3:00 p.m.

#### SPECIAL DUTY ASSIGNMENTS

Assignments for recess duty, noon playground duty, bus loading duty, concerts, etc., will be made by the Building Principal.

#### STAFF NOTICES

Staff notices will generally be distributed weekly, notifying you of all contemplated events for the coming week, so that better planning may result. However, you should check your mailbox daily.

#### RETURNING FROM RECESS

Classes returning from recess shall be instructed to line up at their entrance door when the bell rings ending the recess period. Teachers shall meet their class and supervise their movement to the room.

#### SEXUAL HARRASSMENT POLICY STATEMENT

Employees of the Shepherd School District #37 are entitled to the opportunity to work in an environment free of discrimination, whether it is based on sex, race, color, religion, national origin, marital status, political belief, age or handicap. Sexual harassment is one form of discrimination that undermines the integrity of the employment relationship, lowers morale, interferes with productivity and adversely affects the careers of Shepherd School District #37 employees. Sexual harassment, which affects employment decisions or creates an offensive working environment, is both a prohibited personnel practice under the Montana Human Rights Act and a violation of Title VII of the Civil Rights Act of 1964. A mutually acceptable relationship can turn into sexual harassment if unwelcome advances are continued. Shepherd School District #37 employees should distinguish mutual, acceptable social relationships which do not encroach on the working environment from sexual harassment. Any deliberate or repeated unsolicited

comments, gestures, or physical contact of a sexual nature, which are unwelcome constitute sexual harassment.

Shepherd School District #37 employment demands from each of us the highest standards of honesty, integrity, and impartiality when carrying out the business of the Shepherd School District #37. Sexual harassment and other conduct which violates these standards will not be condoned or tolerated. It is the policy of Shepherd School District #37 to take direct and immediate action when informed of violations and to enforce the full range of liability and protection created by Title VII and the Montana Human Rights act. Each of us is personally responsible for making this policy work.

Title IX Coordinator: High School Counselor, 373-5300 ext. 180

## APPENDIX A

- A. SCHOOL CALENDAR
- B. TEACHER EVALUATION FORM
- C. HEALTH INSURANCE COVERAGE
- D. GRIEVANCE PROCEDURE
- E. ACCIDENT REPORT
- F. EMPLOYEE HEALTH AND SAFETY INFORMATION
- G. TEACHERS' MASTER AGREEMENT

APPENDIX A  
SCHOOL CALENDAR

## SHEPHERD SCHOOL DISTRICT 2024-2025 School Calendar

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August	
Aug. 28-29	Teacher In-Service Days
Aug. 29	Open House (4:00-6:00 pm)

September	
Sept. 2	Labor Day (No School)
Sept. 3	First Day of School (Grades 1-6 & 9)
Sept. 4	First Day of School (Grades 7-8 & 10-12)
Sept. 5	First Day of School (Kindergarten)
Sept. 23	Teacher In-Service Day (No School)

October	
Oct. 7	Progress Report (Middle & High School)
Oct. 14-15	Student-Led Conferences
Oct. 17-18	Teacher In-Service Days (No School)
Oct. 31	Early Release

November	
Nov. 1	No School
Nov. 4	Progress Report (Middle & High School)
Nov. 26	End of 1st Trimester (Elementary)
Nov. 27-29	Thanksgiving Break (No School)

December	
Dec. 9	Progress Report (Middle & High School)
Dec. 23-31	Winter Break (No School)

January	
Jan. 1-3	Winter Break (No School)
Jan. 17	End 1st Semester (Middle & High School)
Jan. 20	Progress Report (Middle & High School)

February	
Feb. 17-18	Student-Led Conferences
Feb. 20-21	No School
Feb. 24	Progress Report (Middle & High School)
Feb. 28	End 2nd Trimester (Elementary)

March	
Mar. 24	Progress Report (Middle & High School)

April	
Apr. 17-21	Spring Break (No School)
Apr. 28	Progress Report (Middle & High School)

May	
May 12	Teacher In-Service Day (No School)
May 23	Last Day of School
May 23	End 2nd Semester (Middle & High School)
May 23	End 3rd Trimester (Elementary)
May 27	Progress Report (Middle & High School)

5	Teacher In-Service Day
5	Vacation Day
5	Student-Led Conferences
5	End of Semester (MS/HS)
5	End of Trimester (Elem)

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



APPENDIX B  
TEACHER EVALUATION FORM

<p><b>Domain 1: Planning and Preparation</b></p> <p><b>a. Demonstrating Knowledge of Content and Pedagogy</b>  Knowledge of Content and the Structure of the Discipline  Knowledge of Prerequisite Relationships  Knowledge of Content-Related Pedagogy</p> <p><b>b. Demonstrating Knowledge of Students</b>  Knowledge of Child and Adolescent Development  Knowledge of the Learning Process  Knowledge of Students' Skills, Knowledge, and Language Proficiency  Knowledge of Students' Interests and Cultural Heritage  Knowledge of Students' Special Needs</p> <p><b>c. Selecting Instructional Outcomes</b>  Value, Sequence, and Alignment  Clarity  Balance  Suitability for Diverse Learners</p> <p><b>d. Demonstrating Knowledge of Resources</b>  Resources for Classroom Use  Resources to Extend Content Knowledge and Pedagogy  Resources for Students</p> <p><b>e. Designing Coherent Instruction</b>  Learning Activities  Instructional Materials and Resources  Instructional Groups  Lesson and Unit Structure</p> <p><b>f. Designing Student Assessment</b>  Congruence with Instructional Outcomes  Criteria and Standards  Design of Formative Assessments</p>	<p><b>Domain 2: The Classroom Environment</b></p> <p><b>a. Creating an Environment of Respect and Rapport</b>  Teacher Interaction with Students  Student Interactions with One Another</p> <p><b>b. Establishing a Culture for Learning</b>  Importance of the Content  Expectations for Learning and Achievement  Student Pride in Work</p> <p><b>c. Managing Classroom Procedures</b>  Management of Instructional Groups  Management of Transitions  Management of Materials And Supplies  Performance of Non-Instructional Duties  Supervision of Volunteers And Paraprofessionals</p> <p><b>d. Managing Student Behavior</b>  Expectations  Monitoring of Student Behavior  Response to Student Misbehavior</p> <p><b>e. Organizing Physical Space</b>  Safety and Accessibility  Arrangement of Furniture and Use of Physical Resources.</p>
<p><b>Domain 3: Instruction</b></p> <p><b>a. Communicating with Students</b>  Expectations for Learning  Directions and Procedures  Explanations of Content  Use of Oral and Written Language</p> <p><b>b. Using Questioning and Discussion Techniques</b>  Quality of Questions  Discussion Techniques  Student Participation</p> <p><b>c. Engaging Students in Learning</b>  Activities and Assignments  Grouping of Students  Instructional Materials and Resources  Structure and Pacing</p> <p><b>d. Using Assessment in Instruction</b>  Assessment Criteria  Monitoring of Student Learning  Feedback to Students  Student Self-Assessment and Monitoring of Progress</p> <p><b>e. Demonstrating Flexibility and Responsiveness</b>  Lesson Adjustment  Response to Students</p>	<p><b>Domain 4: Professional Responsibilities</b></p> <p><b>a. Reflecting on Teaching</b>  Accuracy  Use in Future Teaching</p> <p><b>b. Maintaining Accurate Records</b>  Student Completion of Assignments  Student Progress in Learning  Non-instructional Records</p> <p><b>c. Communicating with Families</b>  Information About the Instructional Program  Information About Individual Students  Engagement of Families in the Instructional Program</p> <p><b>d. Participating in a Professional Community</b>  Relationships with Colleagues  Involvement in a Culture of Professional Inquiry  Service to the School  Participation in School and District Projects</p> <p><b>e. Growing and Developing Professionally</b>  Enhancement of Content Knowledge and Pedagogical Skill  Receptivity to Feedback from Colleagues  Service to the Profession</p> <p><b>f. Demonstrating Professionalism</b>  Integrity And Ethical Conduct  Service To Students  Advocacy  Decision Making</p>

## Breakdown for Evaluations

Domain	Component	# Avail.
1	A	3
1	B	5
1	C	4
1	E	3
1	D	4
1	F	4

2	A	2
2	B	3
2	C	5
2	D	3
2	E	2

3	A	4
3	B	3
3	C	4
3	D	4
3	E	3

4	A	2
4	B	3
4	C	3
4	D	4
4	E	3
4	F	5

1st year	2nd year	3rd year
	1,2,3	
2,5	1,3,4	
		1,2,3,4
	1,2,3	
	1,2,4	3
2	1	3,4

1,2		
1,2,3		
2,3,4	1	5
1,2,3		
1,2		

2,3	1,4	
		1,2,3
1	2,3	4
3	1,2	4
	1	2,3

		1,2
1,2,3		
1,2		3
1,2	3	4
	1,2	3
1,2,3,4,5		

32	24	20
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APPENDIX C  
HEALTH INSURANCE

**PLEASE REFER TO YOUR COPY OF  
YOUR MANUAL  
RECEIVED AT THE BEGINNING OF THE SCHOOL YEAR**

**COPIES ARE AVAILABLE FOR REVIEW  
IN THE OFFICE**

APPENDIX D  
GRIEVANCE PROCEDURE

## GRIEVANCE

### SECTION I - Grievance Definition

A "grievance" shall mean all allegations by teacher(s) resulting in a dispute or disagreement between the teacher(s) and the school district as to the interpretation or application of terms and conditions contained in this agreement.

### SECTION II - Representative

The teacher, administrator, or school district may be represented during any step or procedure by any person or agent designated by such party to act in behalf. In the case that the grievant does not choose to be represented by the association, the association shall not assume any responsibility, including any cost, for the grievance.

### SECTION III - Definitions and Interpretations

#### Subd. 1 Extension

Time limits specified in this Agreement may be extended by mutual agreement.

#### Subd 2 Days

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by State Law.

#### Subd. 3 Computation of Time

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

### SECTION IV - Filing and Postmark

The filing or service or any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

### SECTION V - Time Limitation and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within fifteen (15) days after the date of the first event giving rise to the date the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the school district's designee

### SECTION VI - Adjustment of Grievance

The school district and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the school district in the following manner:

#### Subd. 1 Level I

If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved with ten (10) days after receipt of the written grievance.

#### Subd. 2 Level II

In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

#### Subd. 3 Level III

If the grievance has not been resolved at Level II, the grievance may be presented to the Board of Trustees for consideration. The Board of Trustees reserves the right to review or not to review the grievance, but must make that decision within fifteen (15) days after receipt of the written appeal. In the event the Board of Trustees chooses to review the grievance, the Board or a committee or representative(s) thereof shall within fifteen (15) days, meet to hear the grievance. After this meeting, the Board of Trustees shall have a maximum of fifteen (15) days in which to answer the grievance in writing.

#### Subd. 4 Denial of Grievance

Failure by the school district to issue a decision within the time periods provided herein shall constitute a denial of the grievance. This shall not negate the obligation of the school district to respond in writing at each level of this procedure.

#### Subd. 5 Step Waiver

Provided both parties agree in writing, any level of this grievance procedure may be by-passed and processed at a higher level.

#### Subd. 6 Submission to Arbitration:

Effective July 1, 1996 grievances not satisfactorily resolved may be submitted to binding arbitration until such time as the binding arbitration law may be repealed. If the grievance is not satisfactorily resolved in levels 1, 11, or 111, the grievance may be submitted before an impartial arbitrator. The teacher will give notice of intent of action with fifteen (15) days of receipt of the final decision of the District.

#### Subd. 7 Limitation of Remedy Selection

The grievant may elect various remedies for grievances or subject matter which may constitute a grievance under the Agreement. However, upon selection of and notification to the district of such selection, the plaintiff waives the right to all other remedies. The institution of pursuit of remedy or complaint in any avenue such as court of law, administrative tribunal, federal agency, or any statutory process for which relief may be granted for any matter which has or may result in a grievance under this Agreement has waived any right to pursue a grievance beyond subdivision 4 under this agreement. This section shall not apply to actions to compel arbitration as provided in this Agreement to enforce the award of arbitration.

#### Subd. 8 Arbitrator Selection

Within ten (10) days after such notice the Superintendent and the teacher will attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator within the ten (10) day period, a request for a list of five (5) arbitrators will be made to the Board of Personnel Appeals. Within five (5) days of receipt of the list, each party shall strike two names from the list in alternate order and the name remaining shall be the arbitrator.

#### Subd. 9 Arbitrator Duties and Powers



The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement but is limited to a decision based on the specific provision of the Agreement. The Arbitrator shall render a decision which shall be final and binding upon the parties.

Subd. 10 Cost Distribution

Each party shall bare its own cost of arbitration including one half (½) of the fees and charges of the arbitrator. The costs of transcript are born by the party desiring a transcript unless both parties desire transcripts and then the cost will be born equally.

UNIFORM COMPLAINT PROCEDURE

The Board establishes the Uniform Complaint Procedure as a means to address complaints arising within the District. This Uniform Complaint Procedure is intended to be used for all complaints except those governed by a specific process in state or federal law that supersedes this process or collective bargaining agreement. Board Policy 1700 can be found on our website at: <https://www.shepherd.k12.mt.us/Page/895>.

APPENDIX F  
EMPLOYEE ACCIDENT REPORT FORM

## EMPLOYEE ACCIDENT INVESTIGATION REPORT FORM

Worker Accident \_\_\_\_\_ Worker Incident \_\_\_\_\_ Automobile \_\_\_\_\_ Equipment \_\_\_\_\_

By: \_\_\_\_\_

Name of injured or involved person (s) \_\_\_\_\_

Date of Accident/Incident \_\_\_\_/\_\_\_\_/\_\_\_\_ Location \_\_\_\_\_

Time of Accident \_\_\_\_:\_\_\_\_AM/PM (circle one) Day Work \_\_\_\_\_ Night Work \_\_\_\_\_

Lost Time Yes \_\_\_\_ No \_\_\_\_ First Aid Given? \_\_\_\_ When? \_\_\_\_\_ By Whom? \_\_\_\_\_

Job Title/Class \_\_\_\_\_ Tenure in Job \_\_\_\_\_ Job Location \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_ Superintendent \_\_\_\_\_

Date of this Investigation \_\_\_\_/\_\_\_\_/\_\_\_\_ By Whom \_\_\_\_\_

Witnesses: Yes \_\_\_\_ No \_\_\_\_ If Yes, provide the appropriate information below:

Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Comments \_\_\_\_\_

### ACCIDENT NARRATIVE REPORT

What happened? (Describe what took place or what caused you to make this investigation?)

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Why Did It Happen? (Study the job performed and situation involved and answer why, what, when, who, where, and how). Make observations as objective as possible.

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

Employee

Signature \_\_\_\_\_

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

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

## CORRECTIVE ACTION

Corrective Action to Prevent Recurrences? (Circle the items below that require correction):

<i>Equipment</i>	<i>Materials</i>	<i>People</i>
Selection	Selection	Selection
Arrangement	Placement	Placement
Usage	Handling	Training
Maintenance	Processing	Leading

What Corrective Action Have You Taken?

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Additional Comments and Information

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### Safety Committee's Review

Does the Safety Committee agree with the corrective action to prevent recurrence? Yes \_\_\_ No \_\_\_

If not, Why?

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What recommendations would the committee suggest?

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Was action taken in a timely manner? Yes \_\_\_ No \_\_\_ Do similar Unsafe Acts/Conditions that led to this accident exist elsewhere in the District? Yes \_\_\_ No \_\_\_ If yes, what is being done to prevent a recurrence?

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\* \* \* \* \*

**FOLLOW UP NEEDED?** Date? \_\_\_/\_\_\_/\_\_\_ By Whom? \_\_\_\_\_

### Management Signatures

\_\_\_\_\_  
Administration

\_\_\_\_\_  
Supervisor

APPENDIX G  
EMPLOYEE HEALTH AND SAFETY INFORMATION

## **EMPLOYEE HEALTH & SAFETY**

1. All injuries shall be reported immediately to the person in charge or other responsible representative of the district;
2. It is the duty of all employees to make full use of safeguards provided for their protection. It shall be the employee's responsibility to abide by and perform the following requirements:
  - a. An employee shall not operate a machine unless guard or method of guarding is in good condition, working order, in place and operative;
  - b. An employee shall stop the machine or moving parts and properly tag-out or lock-out the starting control before oiling, adjusting, or repairing, except when such machine is provided with means of oiling or adjusting that will prevent possibility of hazardous contact with moving parts;
  - c. An employee shall not remove guards or render methods of guarding inoperative, except for the purpose of adjustment, oiling, repair or setting up a new job;
  - d. Employees shall report to their supervisor any guard or method of guarding that is not properly adjusted or not accomplishing its intended function;
  - e. Employees shall not use their hands or any portion of their bodies to reach between moving parts or to remove jams, hang-ups, etc. (use hook, stick, tong, jig, or other accessory);
  - f. Employees shall not work under objects being supported that could accidentally fall (such as loads supported by jacks, the raised body of a dump truck, etc.), until such objects are properly blocked or shored;
  - g. Employees shall not use defective tools or equipment. No tool or piece of equipment should be used for any purpose for which it is not suited, and none should be abused by straining beyond its safe working load;
3. Employees shall not remove, deface, or destroy any warning, danger sign, or barricade or interfere with any other form of accident prevention device or practice provided on any machine, tool, or piece of equipment which they are using or which is being used by any other worker;
4. Employees must not work underneath or over others, thereby exposing them to a hazard without first notifying the other employee(s) or seeing that proper safeguards or precautions have been taken;
5. Employees shall not work in unprotected, exposed, or hazardous areas under floor openings;
6. Long or unwieldy articles shall not be carried or moved, unless adequate means of guarding or guiding are provided to prevent injury;
7. Hazardous conditions or practices observed at any time shall be reported as soon as practicable to the person in charge or some other responsible representative of the employer;
8. Employees observed working in a manner which might cause immediate injury to either themselves or other workers shall be warned of the danger;
9. Before leaving a job, workers shall correct, or arrange to give warning of any condition which might result in injury to others unfamiliar with existing conditions;
10. Good housekeeping methods shall be observed in all operations. Materials shall be so handled and stored as to minimize falling, tripping, or collision hazards;
11. Working and storage areas and passageways shall be kept free of unnecessary obstructions. No loose object shall be placed in any area where its presence will necessitate employees crowding between such objects as moving machinery, steam pipes, or other objects with which contact would be dangerous;
12. Any materials which might cause an employee to slip or fall shall be removed from floors and other treading surfaces immediately, or suitable means or methods shall be used to control the hazardous condition;
13. All sharp, pointed, or otherwise hazardous projections in work areas shall be removed or rendered harmless.

APPENDIX H  
TEACHER'S MASTER AGREEMENT

**SHEPHERD SCHOOL DISTRICT #37**  
**2024-2025**

ARTICLE I  
RECOGNITION

1. Section 1 Association Recognition

The Board hereby recognizes the Shepherd Education Association as the exclusive representative with respect to wages, hours, fringe benefits and other conditions of employment for teachers during duration of this agreement of Shepherd School District Number Thirty-Seven.

Section 2 Appropriate Unit

The exclusive representative shall represent members of the appropriate unit which shall consist of all teachers of the school district who are certificated in Class 1, 2, 4, or 5 and whose position calls for or requires such certification, but shall exclude the following: certificated individuals who are not currently under contract to perform classroom teaching, the superintendent, assistant superintendents, principals, assistant principals, directors and assistant directors, administrative assistants, supervisors, coordinators, substitute teachers, any teacher whose employment is of temporary, casual, or seasonal character. The employment of a teacher for less than fifteen (15) hours per week or less than the regular school year or substitute teacher, shall be deemed to be employment of a temporary, casual, or seasonal character and such employees shall not be considered members of the appropriate unit.

Section 3

The appropriate unit will notify the Trustees of School District Number Thirty-seven of their intent to negotiate by December 1 of the school year preceding the negotiations. Negotiations will begin no later than March 1 of the present school year preceding the negotiations agreement year.



ARTICLE II  
DEFINITIONS

2. Section 1 Terms and Conditions of Employment

Terms and conditions of employment shall mean wages, hours, fringe benefits, and other conditions of employment subject to those limitations defined as management rights and prerogatives by the Montana Public Employees Collective Bargaining Law.

Section 2 School District or School Board

The terms “school board” or “school district” shall mean School District Number Thirty-seven, Shepherd, Montana, its Board of Trustees or its officials and representative(s) as designated by the Board of Trustees.

Section 3 Meet and Confer

Meet and confer means the exchange of views and concerns between the school district and the exclusive representative.

Section 4 Teacher or Employee

The term “teacher(s)” or “Employee(s)” as used herein shall mean a member of the appropriate unit as defined in this Agreement.

ARTICLE III  
PROFESSIONAL DUES AND FEES PAYROLL DEDUCTIONS

3. Section 1 Dues Deduction Authorized

The board of trustees agrees to deduct from the salaries of all teachers of the appropriate unit such monies for membership in the Shepherd Education Association as said persons individually authorize the Board to deduct as provided by law. Authorization for dues deduction will be made by individual employees on a form provided by the Association. Once the form is signed, if an employee desires to withdraw dues authorization and drop the union membership, they may do so during the union withdrawal period by following MFPE policy.

Section 2 Other Payroll Deductions

Upon appropriate written authorization from the teacher, the Board may deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, insurance, or any other plans or programs approved by the Association and the Trustees of School District Number Thirty-seven.

ARTICLE IV  
SCHOOL DISTRICT RIGHTS

4. Section 1 Inherent Managerial Rights

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

Section 2 Management Responsibilities

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

Section 3 Effect of Laws, Rules, and Regulations

The parties recognize that all teachers covered by this Agreement shall perform the teaching and teaching-related services prescribed by the school district. The parties also recognize the right, obligation, and duty of the Board of Trustees and its duly designated officials to promulgate rules, regulations, directive and order insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and all provisions of this Agreement are subject to the laws of the State of Montana, Federal laws, and valid rules, regulations and orders of State and Federal Governmental Agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

Section 4 Prior Practices

All existing district policies involving terms and conditions of Professional service, matters relating directly to the Board-Teacher relationship and other terms of employment not specifically referred to in this agreement shall be maintained at not less than the present level. All disputes involving prior practices will be resolved through the grievance procedure.

ARTICLE V  
TEACHER RIGHTS

5. Section 1

No teacher shall be reduced in compensation, suspended without pay, or dismissed during the term of the teacher's annual individual contract, except for just cause, with the decision of the Board being final and binding.

Section 2

The administration shall, upon written notice by the Association president, meet and confer as soon as possible with representatives of the Association in regard to items of mutual concern to the Association or the Administration. If these items cannot be worked out to the satisfaction of both parties, then the School Board may, upon written notice by the Association president, meet and confer with representatives of the Association.

ARTICLE VI  
GRIEVANCE

6. Section 1 Grievance Definition

A “grievance” shall mean all allegations by teacher(s) resulting in a dispute or disagreement between the teacher(s) and the school district as to the interpretation or application of terms and conditions contained in this agreement.

Section 2 Representative

The teacher, administrator, or school district may be represented during any step of procedure by any person or agent designated by such party to act in behalf. In the case that the grievant does not choose to be represented by the association, the association shall not assume any responsibility, including any cost, for the grievance.

Section 3 Definitions and Interpretations

Subd. 1 Extension

Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2 Days

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by State Law.

Subd. 3 Computation of Time

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Section 4 Filing and Postmark

The filing or service or any notice of document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 5 Time Limitation and Waiver

Grievance shall not be valid for consideration unless the grievance is submitted in writing to the school district’s designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within fifteen (15) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be

made to adjust an alleged grievance informally between the teacher and the school district's designee.

#### Section 6 Adjustment of Grievance

The school district and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the school district in the following manner:

##### Subd. 1 Level I

If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

##### Subd. 2 Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within fifteen (15) days after the receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

##### Subd. Level III

If the grievance has not been resolved at Level II, the grievance may be presented to the Board of Trustees for consideration. The Board of Trustees reserves the right to review or not to review the grievance, but must make that decision within fifteen (15) days after receipt of the written appeal. In the event the Board of Trustees chooses to review the grievance, the Board of a committee or representative(s) thereof shall within fifteen (15) days meet to hear the grievance. After this meeting, the Board of trustees shall have a maximum of fifteen (15) days in which to answer the grievance in writing.

##### Subd. 4 Denial of Grievance

Failure by the school district to issue a decision within the time periods provided herein shall constitute a denial of the grievance. This shall not negate the obligation of the school district to respond in writing at each level of this procedure.

##### Subd. 5 Step Waiver

Provided both parties agree in writing, any level of this grievance procedure may be by-passed and processed at a higher level.

##### Subd. 6 Submission to Arbitration

Effective July 1, 1996 grievances not satisfactorily resolved may be submitted to binding

arbitration until such time as the binding arbitration law may be repealed. If the grievance is not satisfactorily resolved in levels I, II, or III, the grievance may be submitted before an impartial arbitrator. The teacher will give notice of intent of action within fifteen (15) days of receipt of the final decision of the District.

#### Subd. 7 Limitation of Remedy Selection

The grievant may elect various remedies for grievances or subject matter which may constitute a grievance under the Agreement. However, upon selection of and notification to the district of such selection, the plaintiff waives the right to all other remedies. The institution of pursuit of remedy or complaint in any avenue such as court of law, administrative tribunal, federal agency, or any statutory process for which relief may be granted for any matter which has or may result in a grievance under this Agreement has waived any right to pursue a grievance beyond subdivision 4 under this agreement. This section shall not apply to actions to compel arbitration as provided in this Agreement to enforce the award of arbitration.

#### Subd. 8 Arbitrator Selection

Within ten (10) days after such notice the Superintendent and the teacher will attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree to a mutually acceptable arbitrator within the ten (10) day period, a request for a list of five (5) arbitrators will be made to the Board of Personnel Appeals. Within five (5) days of receipt of the list, each party shall strike two names from the list in alternate order and the name remaining shall be the arbitrator.

#### Subd. 9 Arbitrator Duties and Powers

The arbitrator shall have no power to alter, add to, or subtract from, the terms of the Agreement but is limited to a decision based on the specific provisions of the Agreement. The Arbitrator shall render a decision which shall be final and binding upon the parties.

#### Subd. 10 Cost Distribution

Each party shall bare its own cost of arbitration including one half (1/2) of the fees and charges of the arbitrator. The costs of transcript are born by the party desiring a transcript unless both parties desire transcripts and then the costs will be born equally.

ARTICLE VII  
STAFF EVALUATION

7. Section 1 Evaluation Instrument

The Association and a Representative from the Board may be involved in the development of a teacher evaluation instrument for use by the administration.

Section 2 Number of Evaluations

Evaluations will continue regularly throughout the teacher's service, although the supervisory burden will naturally be greater in the early years of teaching service. Non-tenured and tenured teachers will be evaluated at least once yearly by March 1.

Section 3 Post-Evaluation Conferences

The evaluator shall hold a conference within ten (10) working days of the evaluation. At this time a copy of the report will be provided **to** the teacher. The teachers shall be provided an opportunity to write a rebuttal to the evaluator's conclusion to be a part of the evaluating form. The teacher has ten working days to submit a rebuttal.



ARTICLE VIII  
WORKLOAD AND CONDITIONS

8. Section 1 Duty-Free Lunch Period

All teachers shall have a duty-free, uninterrupted lunch period of thirty (30) minutes, except in emergency situations, or those who voluntarily wave this work condition. The present rotation recess schedule will be continued unless an increase in enrollment forces additional supervision, in which case the Administration will meet with the Association and attempt to come to a reasonable solution. The administrators will make every effort to plan ahead for the beginning weeks of school.

Section 2 Lunch Room Supervision

One (1) elementary teacher per grade level will be required to supervise students during the student lunch period, but on a rotating basis. Two (2) MS or HS teachers will be required to supervise students during the student lunch period, but on a rotating basis. The MS will be done on a volunteer basis unless they are not filled, then they will be assigned.

Section 3 Substitute Policy

When it is necessary for a teacher to be absent for any period of time, advance notice of one week, except in emergency illness, will be given and a qualified substitute will be employed when possible. Substitutes shall be provided with information regarding school policies prior to their employment. It is the responsibility of the administration to find a substitute to cover a teacher's class even for a partial day, for applied and approved school-related, approved extra-curricular or any other approved leave.

Teachers can volunteer to cover an absent teacher's class at the Curriculum Work rate of compensation with the stipulation that coverage will not exceed three times a year and is only during the covering teacher's planning period.

Section 4 Curriculum Work

All teachers will be compensated \$20/hour for curriculum work done outside of the 8-hour work day at administration request.

Section 5 Work Year

The school calendar shall not exceed a total of 1,458 hours. This includes Pupil Instruction Related (PIR) days.

Section 6 Professional Development

All teachers will be required to attend either the MFPE Educator's Convention or the equivalent of 12 hours of professional development. The equivalent hours must occur between June 1 and the end of the next school year. The professional development hours must be approved by the

administration.

#### Section 7 Professional Duties

Recess, lunch duty, and other duties (that are related to the teacher's assignment, students, and profession) outside of the classroom are considered part of the total job of Shepherd School District teachers. In addition to their teaching assignments, teachers shall be required to perform the duties listed below that do not fall within regular workday hours:

a. Elementary Carnival

The parties agree that during the term of this Agreement, a joint Administration/Association committee shall meet to discuss the possibility of Employees performing extra duty assignments not listed in the contract. The Superintendent shall appoint the Administration members and the Association President shall appoint the Association members of the committee. The committee shall report any recommendations to the Superintendent and the Association President for possible action.

#### Section 8 Preparation Time

Teachers will be given a minimum of 45 minutes of prep time per day. This time is to be used for preparing for classes, student record-keeping, and professional collaboration.

#### Section 9 Special Education Work Time

Special education teachers shall have paid professional leave of in-building work time to be used at their discretion for record keeping and special education meetings, at the discretion of the building principal. Teachers shall be relieved of their classroom duties during that time.

#### Section 10 Involuntary Transfers

Teachers who receive notice and are transferred to another building shall be paid two (2) days at the curriculum work rate or one (1) day at the curriculum rate if the move is within the same building to move their teaching materials. The District shall assist the teacher in moving materials and supplies to the new location.

## ARTICLE IX LEAVES

9. Section 1 Annual Leave

Annual leave is defined as sick leave, emergency leave and personal leave. Annual leave shall be ten (10) days at full salary. A teacher may voluntarily donate, anonymously in writing, up to two days of his/her leave for use by fellow teachers in cases of serious personal illness. A teacher may receive no more than ten donated days per year. A teacher receiving days from fellow teachers must have already exhausted his/her own supply of leave days. Annual leave shall be allowed to accumulate to one hundred-twenty (120) days (school days). Upon separation or retirement, the District will pay 1/4 of the leave accumulated in the employee's bank, plus 1/4 of the current unused year at current salary. The District will pay the substitute wage for days not used annually, not to exceed five (5) days per year. Annual leave will not be granted for any teacher who is out of leave time for the year barring extenuating circumstances subject to approval by the building administrator.

#### Subd. 1 Use or Lose Leave

Each teacher will receive one (1) additional day of leave each year. This day is to be used or teachers will lose it. It will be used as the first day of annual leave taken within the school year. This one (1) day will not roll over to the next year and teachers will not be compensated for it at termination.

#### Section 2 Professional Leave

With prior approval of the staff member's principal, temporary leave of fifty (50) days at full salary is provided to members of the staff for visitation of other schools, attendance at education conferences, serving on committee meetings, conferences, conventions, assemblies, and coaches clinics and training sessions.

#### Section 3 Extended Leaves of Absence

Extended leaves of absence without salary may be provided upon application to the Board of Trustees with their decision being final and binding. The School Board agrees to continue to provide insurance for the teacher granted an extended leave of absence. The teacher agrees to return to the District Number Thirty-seven School System to teach for at least one year or reimburse the school system for the amount of insurance paid.

#### Section 4 Bereavement Leave

Bereavement leave, without loss of salary or utilization of annual leave, shall be granted up to three (30) days with an obituary provided for the death of the teacher's (or spouse's) immediate family, immediate in-law or immediate step-family. This includes spouse, parent or guardian, brother, sister, son, daughter, niece, nephew, aunt, uncle, grandchild, or grandparent. Absences beyond the three (3) days will count as annual leave. Bereavement leave does not accumulate.

ARTICLE X  
REDUCTION IN STAFF

10. Section 1 Procedure

In the event the School District determines to reduce staff the provisions of this Article shall apply.

Section 2 Definitions

Teacher: The term teacher used herein shall refer only to tenured teachers, regularly employed by the School District.

Qualified: Qualified means a tenured teacher who is certified by the State Office of Public Instruction for a position established by the School District.

Subject Matter: Subject matter shall mean such categories as are determined by the State Office of Public Instruction for certification purposes.

Days: Days mean teacher duty days, unless otherwise stated.

Section 3 Seniority

Seniority shall mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the School District including authorized leave of absences allowed by the School District pursuant to this Agreement.

A probationary teacher shall not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to a teacher's first day of continuous service. Continuous service shall include a teacher who is under contract for more than ninety (90) days in a single school year. Long-term substitute service under contract, immediately prior to regular contract service, shall be counted toward a teacher's seniority.

In determining the list of seniority, an employee whose employment has been legally terminated by resignation or terminated but whose employment was subsequently reinstated without interruption, shall be deemed to be continuous service.

In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by lot.

#### Section 4 Seniority List

By January 1 of each school year, the School District shall cause a seniority list, (by name, date of employment, qualification, and certification), to be prepared from its records. It shall thereupon post such list in an official place in each school building.

Any person whose name appears on such list, and who may disagree with the findings of the School District, and the order of seniority on said list, shall have fourteen (14) days from the date of posting to supply written documentation, proof, and request for seniority change, to the School District.

Within fourteen (14) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list, and make such changes as the School District deems warranted. The final seniority list shall thereupon be prepared by the School District, and shall be posted. Such list shall be binding on the District and all teachers shown thereon. Each year, thereafter, the School District shall cause such seniority list to be updated. Such list shall govern the application of Reduction in Staff, Article IX, until thereafter revised.

Any person disagreeing with the final seniority list, prepared pursuant to 3, above, may pursue the matter through the Grievance Procedure.

#### Section 5 Order of Layoff

Qualified teachers shall be placed on layoff in inverse order of seniority. The School District retains, consistent with the provisions of this Agreement, the right to assign teachers to positions for which they are certified. The School District shall not be required to transfer a more senior teacher to an assignment requiring different certification in order to accommodate the seniority claim of a teacher proposed for layoff or recall.

In the event of a staff reduction, tenured teachers shall not be placed on layoff if there is a probationary teacher employed in a position requiring the same certification.

If the determined reduction is not accomplished by 1 hereof, then the School District may place on layoff tenured teachers in order of inverse seniority.

#### Section 6 Recall

No new teacher shall be employed by the School District in a position for which a tenured teacher is licensed. Tenured teachers shall first be recalled to vacant positions in inverse order from that in which said teacher was placed on layoff, providing that such teacher possesses necessary certification for the position.

When placed on layoff, a teacher shall maintain a physical address, email address, and phone number with the school district. If a position becomes available for the teacher on layoff and that teacher is properly endorsed and certified for the position, the school district shall provide written notice by registered mail, return receipt requested. The teacher shall have twenty (20) calendar days from the date of receipt of such notice to accept re-employment in writing and filed with the district clerk. Failure on the part of the teacher to accept re-employment within twenty (20) calendar days of receipt of recall notice, shall constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.

Re-employment rights shall automatically cease twenty-four (24) months from the date of layoff and no further rights to reinstatement shall exist.

#### Section 7 Effect

Nothing in this Article shall be construed to limit the authority of the School District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff. Therefore, such actions shall not be subject to the grievance procedure provided in this Agreement.

A teacher, however, may grieve concerning the establishment of his/her seniority date, or the order of layoff as provided in this Agreement. It is further understood and agreed by the parties that the termination of teachers is governed by Montana Statutes and nothing herein shall be construed to modify or limit, the School District's statutory rights or the teacher's statutory rights as provided by Montana Law.

ARTICLE XI  
PROFESSIONAL COMPENSATION

11. Section 1 Salary Schedule

The basic salaries of teachers covered by this Agreement are set forth in Appendix A at 1.5% for 2024-2025, which is attached to and incorporated in the agreement. Such salary schedules shall remain in effect during the designated periods.

Subd. 1 New Teachers

New teachers, with 3 years of experience or less, will start at step 2 on the salary schedule (0, 1, 2) and stay frozen at that level until their fourth contract year when they will continue on the salary schedule as listed. The "teacher base pay" for the district is the pay specified in Step 2, Lane I and is the lowest salary for a beginning teacher under the terms of this agreement and is set to coincide with the definition of

"teacher base pay" in House Bill 143, 2021 Legislative Session, New Section I(4)(c).

Section 2 Recognition for Experience

All teachers shall be given full credit on the salary schedule set forth in Appendix A&B for seven (7) years of outside teaching experience in any school district accredited by a recognized accrediting agency.

Section 3 Recognition for Additional Preparation

Subd. 1 Credits

All courses taken after July 1, 2021, to be used for advancement on the salary schedule require completion of the Course Approval Form (Appendix B) and approval by the Superintendent and SEA representative prior to enrollment in the course. All OPI-accredited training or undergraduate credits taken after July 1st, 2024 to be used for advancement on the salary schedule require completion of the Course Approval Form (Appendix B) and final approval upon accumulation of the equivalent of (10) semester credits. Courses must be accredited by the National Council for Accreditation of Teacher Education (NCATE) or any State Board of Education. Acceptance or rejection of such courses shall be in writing by the Superintendent and SEA representative prior to enrollment in the course within ten (10) school days of receiving notification. All credits must be in the endorsement/subject area that you are teaching at Shepherd Schools, or pertinent areas such as discipline, curriculum, or technology. The number of credits the teacher wishes to pursue, and the lane change they intend to make must apply to grade level. The Superintendent shall approve the credits. Ten (10) semester credits are needed to move one lane. All OPI accredited trainings shall be approved for credits and lane advancement at a rate of fifteen (15) OPI credits equating to one (1) semester credit for a total of 150 OPI credits. (1.5 quarter credits is equal to 1 semester credit.) OPI credits offered through the District at the District's expense may not be used towards lane advancement. Any combination of OPI credits, quarter credits, or semester credits can be used to

obtain a lane change. Only one lane may be attained per school year. Graduate-level courses from any accredited university or college shall be automatically approved in the teacher's area(s) of endorsement(s) or the field of education. Other graduate-level courses not in the teacher's area of endorsement or field of education may also be approved.

#### Subd. 2 Documentation

Documentation of additional professional preparation, if sufficient to advance the teacher's preparation status, shall be submitted to the Superintendent not later than the first day of February. This documentation may be in the form of a personal letter of intent to attend school. However, the official transcript must be presented by October 15<sup>th</sup> at which time the increased salary will commence and be paid for the school year.

#### Section 4 Health Insurance

A comprehensive major medical insurance program with a flexible compensation plan will be provided for each full time employed teacher subject to the limitation of the policy or carrier with the district paying up to \$780.00/month in 2022-2023 toward the full rate, or whichever is less, for a single teacher for the said policy. Upon termination of employment, all board participation and contributions shall cease effective the last day of June.

#### Section 5 Pay Period

##### Subd. 1 Salary Payments

Teachers shall receive their contract salary in twelve (12) monthly payments. All on staff coaches will have the choice to be paid monthly during the season or once at the end the season. Non-staff coaches will be paid at the end of the season.

##### Subd. 2 Salary Issued

Payroll checks shall be issued on the 7<sup>th</sup> day of each month. If the 7<sup>th</sup> falls on a Saturday or Sunday, teachers shall receive their payroll checks on the Friday prior to the weekend with the exception of September which will always occur on the 7<sup>th</sup> of the month regardless of the day of the week.

#### Section 6 Mileage Allowance

Teachers authorized in the course of their work to drive personal vehicles for school district business shall receive a car allowance equal to the current state reimbursement rate. Teachers must provide proof of insurance prior to use of private vehicle for reimbursement.

#### Section 7 Ticket Taking

All Elementary, Middle and High School staff must participate in ticket taking at all extracurricular activities. Administration will provide a sign-up sheet on the PIR days at the beginning of each school year. Each Elementary, Middle and High School staff member will sign up for one (1) activity and will be paid \$40 per game worked. Longer events, i.e. high school basketball games, will be split into multiple sessions. Monies will be paid to the fall season ticket takers in December and the winter season ticket takers in April. Signature on ticket taking accounting sheet is required



for payment. Any unfilled slots will be assigned to Elementary, Middle and High School staff by the athletics' director's secretary. At least two weeks' notice will be given to any teacher who must do ticket taking after the initial sign up date. If two weeks' notice isn't available because of rescheduling/canceling issues, the next person on the rotation shall be asked to cover and the athletic director's secretary shall request a volunteer if they can't. Staff members will not be required to take tickets during instructional time.

## **Section 8 Breach of Contract**

Teachers, who have signed a contract with the district for the ensuing or current school year, and request to be released from such contract, may be released from the contract under the following conditions:

1. A teacher wishing to be released from this contract from the date in which it is due up until May 30<sup>th</sup>, will pay 5% of base salary as liquidated damages.
2. A teacher wishing to be released from this contract after June 1<sup>st</sup> up until school starts will pay 7% of base salary as liquidated damages.
3. A teacher requesting to be released from this contract after the school year starts will pay 10% of base salary as liquidated damages.
4. The parties agree the school district incurs costs that are impractical or extremely difficult to fix when a teacher breaches a contract. Liquidated damages are to cover the impractical or extremely difficult to fix costs.
5. A teacher who is forced to resign for a special circumstance beyond their control will be afforded a personal hearing before the Board of Trustees to determine if the teacher has good cause for release from the contract and shall not be responsible for liquidated damages. Good cause shall include but is not limited to:
  - a. Substantial hardship to the teacher's family due to a change that necessitates a move;
  - b. Illness of a family member of the teacher that necessitates a move for purposes of providing for, caring for, or tending to the ill family member.

## **Section 9 Finality**

The instrument contains all provisions of the agreement between the Board and the Association on all matters negotiable for agreement and neither party shall be required during the terms hereof to negotiate for agreement upon any issue not mentioned herein.

## **Section 10 Severability**

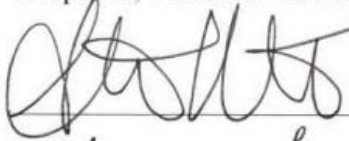
The provisions of the Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SHEPHERD EDUCATION ASSOCIATION

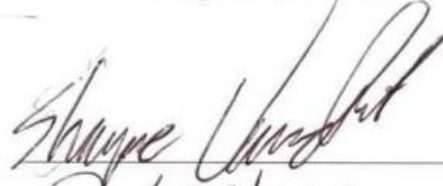
Shepherd Public Schools

Shepherd, Montana 59079

  
Jana Luptak  
Rahul Jhu  
Dated this day \_\_\_\_\_ of \_\_\_\_\_

SCHOOL DISTRICT NUMBER 37

Shepherd, Montana 59079

  
Shayne Lindquist  
Julie Hinkle  
Dated this day 20<sup>th</sup> of March