

Contract Amendment
Between
Browning Federation of Teachers
&
Browning Public Schools

Background:

1. The parties met March 2, 2026, and again April 22, 2026, regarding a grievance concerning evaluation contract language and processes;
2. The parties agreed as part of the resolution of that grievance to meet and bargain revised language regarding Article XIV – Evaluation and Dismissal;
3. The parties have reached agreement on revised evaluation language

Agreement:

The parties agree that Article XIV – Evaluation and Dismissal of the Collective Bargaining Agreement shall be amended and replaced with the following language effective upon ratification by both parties:

XIV. EVALUATION AND DISMISSAL

A. Definitions:

1. **Observation:** An *observation* is a component of the evaluation process in which an evaluator directly observes a teacher’s instructional practice.

All observations of performance of a teacher shall be conducted openly and within the full knowledge of the teacher. The use of eavesdropping, hearsay, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

2. **Formal Observation:** A *formal observation* is a structured observation that:
 - Is at least one (1) full instructional block and no more than three (3) instructional blocks. Any variation in scheduled times shall be mutually agreed upon by the teacher and evaluator.
 - Is preceded by a Pre-Observation Conference, including submission of a lesson plan or Pre-Observation Form
 - Is followed by a Post-Observation Conference
 - Results in a written Formative Feedback Form
3. **Walkthrough:** A *walkthrough* is a brief classroom visit that:
 - Does not include a pre-conference or post-conference
 - Is not of sufficient length to constitute an observation
 - Shall not be used, in whole or in part, as evidence in the evaluative process
 - Purpose is to provide support for the employee, and to support district, instructional and/or teacher goals
 - Will result in informal written formative feedback

4. **Formative Feedback:** *Formative feedback* is written feedback provided following an observation and discussed with the teacher. It is intended to support professional growth and is not, by itself, a final evaluation.
5. **Evaluation:** An *evaluation* is the entire appraisal cycle, which may include formal observations and a final summative evaluation.
6. **Summative Evaluation:** A *summative evaluation* is the final written evaluation of a teacher's performance at the conclusion of the evaluation cycle, based only on evidence obtained through the procedures outlined in this Article.

B. Purpose and Standards:

1. All instructional employees shall be governed by the tenure laws of the State of Montana.
2. The evaluation process is to determine the proficiency and ability of teachers and shall be in accordance with federal laws, the laws of the State of Montana, and policies of Browning District No. 9.

C. Evaluation Schedule:

1. All tenured teachers shall be evaluated at a minimum of every three years prior to the end of March.
2. All tenured teachers after year fourteen (14) shall be evaluated every five (5) years prior to the end of March.
3. All non-tenured teachers shall be formally observed twice during the school year prior to the end of November and prior to the end of February.
4. In the event of an emergency which may delay an evaluation the Superintendent and BFT Union Officers may agree to a later date.
5. For any tenured teacher, a request for an annual summative evaluation will be honored.

D. Evaluation Procedures: The following procedures shall apply to the evaluation of all teachers:

1. Evaluation of teacher performance shall be done by the principal or assistant principal or the supervisor of the appropriate area and must be based on their own observations, consistent with this article.

Each formal observation of a teacher's performance shall be preceded by a pre-observation conference.
2. Each formal observation shall be prescheduled and be of at least one instructional block, but not for more than three instructional blocks. Variations in these times shall be mutually agreed upon by the teacher and evaluator.
3. A copy of the formative feedback form of the teacher's performance during the formal observation shall be discussed with and given to the teacher during a post conference. Post observation conference meetings will be held between the teacher and the evaluator within twelve (12) school days of the formal observation on which it is based.
4. Walkthroughs and other informal observations are not part of the evaluative process.
5. A post conference will be held between the teacher and the supervisor within twelve (12) school days of the final formal observation on which it is based. A formative feedback form will be provided to the teacher at this time.

6. The teacher will receive a copy of the final summative evaluation form within ten (10) school days of the final formal observation post-conference.
7. The teacher will attend a goal setting, pre-conference, and post-conference meeting. These meetings will be mutually agreed upon between the teacher and evaluator. These meetings may take place before school, after school or during prep time.

E. Teacher Response

1. Upon completion of the final summative written evaluation, the Principal/Supervisor shall confer with the classroom teacher concerning the contents of such evaluation. The written summative evaluation form shall include the strengths and/or weaknesses of the teacher, as well as constructive suggestions for improvement.
2. If the teacher does not agree in part or in whole with any part of the written summative evaluation, the teacher shall have the right to rebut any points of disagreement. Such rebuttal shall be attached to the file copy of the summative evaluation form and forwarded to the Superintendent's office.
3. If the final summative written evaluation is of the negative nature, the teacher has the right to appeal to the Superintendent and request a second evaluation by another Administrator from within the District, assigned by the Superintendent. This cycle will consist of a pre-observation conference, a formal observation, a post observation conference, and a summative evaluation. Any such request must be made within twelve (12) working days of signing the evaluation and the subsequent evaluation cycle shall be completed and signed by the teacher no later than the last working day of May.

F. Professional Growth/Improvement

1. If an evaluator finds a teacher needing additional development and growth, he/she shall set forth the specific ways in which the teacher is to improve and possible assistance to be given by the administrator or other staff members. Progress or lack of progress in any specific deficiencies shall be addressed by the evaluator in subsequent evaluations.
2. For any teacher on a professional growth plan, the plan will be developed collaboratively between the teacher and evaluator.

Except as expressly modified herein, all other terms and provisions of the Collective Bargaining Agreement shall remain in full force and effect.

This Amendment shall become effective upon ratification by both parties.

Dated this _____ day of _____, 2026.

BROWNING PUBLIC SCHOOLS
 AUTHORIZED REPRESENTATIVE

BROWNING FEDERATION OF TEACHERS
 AUTHORIZED REPRESENTATIVE

By _____

By _____