

NEGOTIATED AGREEMENT

between

THE BOARD OF TRUSTEES

of

LOLO SCHOOL DISTRICT NO. 7

and

LOLO EDUCATION ASSOCIATION

Beginning July 1, - Ending June 30, 2025

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ARTICLE I

PURPOSE

1.1 PARTIES

This agreement is entered into between the Board of Trustees, Lolo School District #7, Lolo, Montana (hereinafter referred to as the School District), and the Lolo Education Association [affiliated with the MFPE, NEA/AFT, AFL-CIO], (hereinafter referred to as the Association), pursuant to and in compliance with Montana law to provide the terms and condition of employment for teachers during the duration of this agreement.

ARTICLE II

RECOGNITION

2.1 RECOGNITION

In accordance with Montana Law, the School District recognizes the Lolo Education Association (MFPE, NEA/AFT, AFL-CIO) as the exclusive representative of the teachers employed by the School District. The exclusive representative shall have those rights and duties described by the Collective Bargaining Act and as described in this Agreement.

2.2 APPROPRIATE UNIT DEFINITION

The exclusive representative shall represent members of the appropriate unit which shall consist of all teachers of the school district as defined in Article 2.3.

2.3 TEACHER DEFINITION

Where used herein, the term "Teacher" shall mean contracted employees of the Board of Trustees, School District #7, Lolo, Montana who are certificated in Class 1,2,4,5, specialists or other professionals as provided by law. Excluded from this definition are superintendent, principals, and substitute teachers who teach in the same position less than 30 consecutive work days, and classified employees.

2.4 PART-TIME EMPLOYEES

If employed part time, all salaries and leaves will be prorated according to the time worked. The School District agrees to pay insurance coverage premiums for those employees working at least sixty percent (60%) of a regular full-time position. Those working less than sixty percent (60%) but at least fifty percent (50%) shall receive prorated contributions, if they choose to be insured. Those working less than fifty percent (50%) of a regular, full time position shall not receive insurance premium payment from the School District. The teacher may purchase into the group insurance policies with the approval of the Insurance Carriers.

2.5 BOARD OF TRUSTEES AND SCHOOL DISTRICT DEFINITION

The terms "Board of Trustees" or "School District" shall mean Board of Trustees, School District #7, Lolo, Montana, or its officials and representative(s) as designated by the Board of Trustees.

ARTICLE III

ASSOCIATION RIGHTS

3.1 RIGHT TO ORGANIZE

The Board agrees that individual teachers shall have the full freedom of association, self-organization, and the designation of representatives of their own choosing, to negotiate the terms and conditions of their employment, and that they shall be free from interference, restraint or coercion by the Board, or its agents, in the designation of such representatives or in self-organization in regards to the right to organize, or in other concerted activities for the purpose of collective bargaining, or other mutual aid or protection.

3.2 PERTINENT INFORMATION

Upon written request, one copy of information concerning the financial resources of the District, and such other public information that will assist the Association shall be furnished by the School District to the Association at cost.

3.3 ASSOCIATION BUSINESS

Representatives of the Association and its affiliates will be permitted to transact Association business on school property, provided that this shall not disrupt normal classrooms. Members of the Association shall be allowed to receive telephone calls and other communiqués concerning Association business at any time before or after the student day, during a member's designated lunchtime, or at other times, provided that this shall not disrupt normal class time.

3.4 ASSOCIATION USE OF BUILDINGS

The Association and its representatives may have the right to use school buildings for meetings before or after the work day. The principal of the building in question shall be notified in advance of the time and place of all such meetings.

3.5 ASSOCIATION USE OF SCHOOL EQUIPMENT

The Association may have the right to use the school facilities and equipment when such facilities or equipment are not in use, with the Principal's or Superintendent's approval. Use of computers, printers, copiers and other basic technological equipment are generally acceptable unless otherwise stated by the Principal or Superintendent. The Association shall pay the Business Manager for reasonable cost of all materials and supplies incidental to such use and will pay any and all damages that may result from such use.

3.6 BOARD AGENDA

Requests from the Association to be placed on the regular meeting agenda will be made pursuant to board policy.

3.7 ASSOCIATION LEAVE

Teachers who are elected or appointed to represent the Association will be granted leave with pay, to attend local, state, and national business. The Association will reimburse the District for substitutes, if hired. Notice of intended use of Association business leave shall be given to the superintendent by the Association at least seven (7) days in advance of usage, except in cases of emergency. The aggregate number of days under this section shall not exceed seven (7) days per year. Additional leave may be granted by the District.

Whenever a teacher is mutually scheduled by the Board or administration and the Association to participate during the duty day on negotiations or grievance proceedings, the teacher shall suffer no loss of pay or other benefits.

3.8 ASSOCIATION MEETINGS

The Association shall be given sufficient time on the agenda of the orientation program to explain Association activities to new teachers, and shall have an opportunity at faculty meetings to provide a brief announcement.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

4.1 EFFECT OF LAWS, RULES AND REGULATIONS

The Association recognizes the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs in such areas as:

- A. Directing employees
- B. Hiring, promotion, transferring, assigning and retaining employees.
- C. Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive.
- D. Maintaining efficiency of the employer's operation.
- E. Determining the methods, means, job classifications and personnel by which the employer's operations are to be conducted.
- F. Taking whatever actions may be necessary to carry out the missions of the

employer in situations of emergency.

- G. Establishing the methods and processes by which work is to be performed.

ARTICLE V

PROFESSIONAL DUES: PAYROLL DEDUCTIONS

5.1 PAYROLL DEDUCTIONS

- A. Payroll deductions will be made by the District for:

1. Unified professional teacher association dues.
2. Tax-sheltered annuity payments - if within the limits of our payroll system.
3. Credit Union Payment.
4. Federal, State, FICA, and Local Taxes.
5. Flex deductions.
6. Other deductions allowed or required by law, authorized by the teacher and within the limitations of the payroll system.

- B. Dues check off:

The School District will deduct from the salaries of the teachers, such monies for the Association as said teacher individually authorizes the School District to so deduct. Commencing in October and each month thereafter, the School District shall deduct in eleven (11) equal installments the monies that the teacher has agreed to pay the Association during the period provided in the individual's authorization. New authorizations, when received by the School District during the school year, will be deducted in equal installments over the remaining (prorated) monthly payments of the teacher's current contractual salary.

The Association will certify to the School District the current rate of membership dues and the names of individuals who have joined the Association, and will submit to the School District forms signed by the individual teacher authorizing deductions.

Deductions of items under Article V, Section I may be initiated by submitting to the Business Manager a proper authorization signed by each individual wishing to effect such deduction.

5.2 PROFESSIONAL REPRESENTATION

The Association, as the exclusive representative of all teachers as defined in Article 2.3, will represent such persons fairly. No one shall be required to join the Association, but membership in the Association shall

be made available to all who apply, consistent with the Association constitution and bylaws. No one shall be denied Association membership because of race, creed, color or sex.

The Association hereby agrees to indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or inaction is in compliance with the provisions of Article V, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article; provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of Article V through representatives of its own choosing and at its own expense.

5.3 NOTIFICATION AND TRANSMITTAL OF MONIES

By October 1st of each year, the LEA will provide the School District with a list of those employees who have authorized the Board to deduct annual unified membership dues. The LEA will notify the School District promptly of any changes in the list. A list of dues deductions will be provided to the appropriate officer of the Lolo Education Association on a monthly basis and no later than ten (10) days following the actual deduction. The payroll copy of the MFPE form shall serve as the dues deduction authorization form.

ARTICLE VI

TEACHER RIGHTS

6.1 ASSOCIATION ACTIVITIES

The Board will not discriminate against any teacher with respect to wages, hours, fringe benefits, or other conditions of employment because of his or her membership in the Association or participation in any of its activities, including negotiations with the Board; nor shall the Board discriminate against any teacher because of his or her involvement in the processing of a grievance under Article VIII, either as a grievant or as a witness.

6.2 PERSONAL LIFE

The personal life of any teacher is not an appropriate concern of the Board unless the teacher's personal life negatively affects their classroom performance, and/or involves felonious criminal conduct.

6.3 APPEARANCES BEFORE EMPLOYER

A teacher shall be entitled to have present a representative of the Association during any appearance before the Board or its agents concerning any matter which could adversely affect the teacher's position, office, employment, salary, or any increments thereto pertaining.

Notice of such an appearance will not be presented to the teacher in front of students, parents, or members

of the public.

6.4 GOOD CAUSE

The District shall not discipline a tenured teacher without good cause, agreeing to follow a practice of progressive discipline which includes verbal warning, reprimand, and suspension without pay, with termination or dismissal only as a final and last resort. It is understood that some infractions may be more serious than others and may require departure from the above sequence. Good Cause will be as defined as reasonable, job-related grounds for taking a disciplinary action based on failure to satisfactorily perform job duties, or disruption of agency operations. Good cause may include, but is not limited to: an actual violation of an established agency standard, procedure, legitimate order, policy, or labor agreement; failure to meet applicable professional standards; criminal misconduct; wrongful discrimination; deliberate misconduct; negligence; deliberately providing false information on an employment application; willful damage to public or private property; workplace violence or intimidation; harassment; unprofessional or inappropriate behavior; or a series of lesser violations.

6.5 UNIFORM APPLICATION OF RULES AND REGULATIONS

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

6.6 STATE AND FEDERAL RIGHTS

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

ARTICLE VII

ACADEMIC FREEDOM

7.1 GUARANTEE OF ACADEMIC FREEDOM

It is the policy of the Board to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and the student is encouraged.

7.2 ALTERNATIVE INSTRUCTION PREPARATIONS

If the classroom teacher is designated to provide an alternative instructional material, adequate release time as determined by the teachers involved and his/her supervisor(s) shall be provided in order to prepare such materials.

7.3 CONFIDENTIAL COMMUNICATIONS AND INFORMATION

All information obtained or used by a teacher in the pursuit of professional duties shall be considered confidential as provided by Board policy and Montana law.

ARTICLE VIII

GRIEVANCE PROCEDURE

8.1 GRIEVANCE DEFINITION

A. A "grievance" shall mean an allegation by the grievant that the district has violated the terms and conditions contained in this Agreement. The grievant shall be defined as a contracted employee and/or the Association.

B. Extension

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

C. Days

Reference to days regarding time periods in this procedure shall refer to work days. A working day is defined as all regularly scheduled school days, and during the summer would be Monday through Friday, excluding legal holidays. Summer is defined as that period during which normal classes are recessed and students are dismissed between school years.

D. Filing and Postmark

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

8.2 REPRESENTATION

A grievant may be represented by an Association representative if the grievant so elects. If the grievant does not elect to have a representative, the Association representative may be present regardless of the request of the grievant. The Association retains the right to be present at all levels. The Board of Trustees may be represented at any step by any representative. With the written consent of the grievant, the Association on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

8.3 TIME LIMITATION AND WAIVER

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the immediate supervisor, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event giving rise to the grievance,

or within twenty (20) days of the time the grievant should have known of the alleged grievance. 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 be made to adjust the alleged grievance informally between the grievant and the immediate supervisor.

8.4 GRIEVANCE PROCEDURE

Step 1

Both parties acknowledge that it is desirable to resolve problems between the grievant and the School District designee through free and informal communication. If the grievance is not resolved through informal discussions, then within twenty (20) days following the occurrence giving rise to the grievance, or within twenty (20) days of the time the grievant should have known of the alleged grievance, the grievant or the Association may present the grievance in writing to his/her immediate supervisor, unless the supervisor is the subject of the grievance, in which case the grievant may move to Step 2. In either case, the supervisor shall set a meeting to take place within five (5) days following the receipt of the grievance. The grievant, Association representative and supervisor, and the representative of the supervisors, should he/she desire one, shall be present for the meeting. The written response will be given the grievant within ten (10) days after the meeting. A copy of the grievance and decisions will be sent to the superintendent and the chairperson of the Board.

Step 2

Within fifteen (15) days of the meeting at Step 1, or within five (5) days of the rendering of the decision of Step 1, if the grievant and/or the Association is not satisfied with the disposition of his/her grievance in Step 1, or if no decision has been rendered within fifteen (15) days, after presentation of the grievance, then the grievance may be referred to the superintendent or his/her official designee. The superintendent shall arrange for a meeting with the grievant, the Association representative and the representative of the superintendent if desired by the superintendent, to take place within five (5) days of his/her receipt of the appeal. The parties in interest shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the meeting, the superintendent will have ten (10) days to provide his/her written decision. Copies of the decision with reasons and the grievance will be filed with the grievant, the Association representative, the superintendent, and the chairperson of the Board.

Step 3

If the grievance has not been resolved at Step 2, the grievance may be presented to the Board of Trustees within fifteen (15) days of the meeting at Step 2 or within five (5) days of the rendering of the decision in Step 2, or if no decision has been rendered within fifteen (15) days after presentation of the grievance to the superintendent. The Board or a committee or representative(s) thereof shall within fifteen (15) days meet to hear the grievance. After the meeting the Board of Trustees shall have a maximum of ten (10) days in which to answer the grievance in writing rendering their decision with reasons.

8.5 STEP WAIVER

Provided both parties agree in writing, any level of this procedure may be by-passed and processed at a higher level. Failure by the District to issue a decision within the time periods provided herein shall

constitute a denial of the grievance, and the grievant or Association may appeal to the next level.

8.6 BINDING ARBITRATION

A. Submission to Arbitrator

If the Association is not satisfied with the disposition of the grievance at Step 3, or no disposition has been made within the period above provided, the Association may submit the grievance before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Board written notice of its intention to arbitrate within thirty (30) days of the decision at Step 3.

B. Selection of the Arbitrator

After notice of submission to arbitration, the Association will request from the Federal Mediation and Conciliation Service a list of five (5) qualified impartial arbitrators. Within ten (10) days of receipt, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. A flip of the coin shall determine who goes first to strike names.

C. Hearing

The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator. Both parties will exchange witness lists and exhibits at least five (5) days prior to the hearing. If either party adds additional witnesses or exhibits after that time the other party at its discretion may postpone the hearing.

D. Decision of the Arbitrator

The arbitrator shall consider the grievance and render a decision within thirty (30) days of the hearing or final submission of the briefs, whichever is later. The arbitrator's decision shall be final and binding upon the parties.

E. Jurisdiction

The arbitrator shall have jurisdiction only over grievances filed as per the terms of the grievance and arbitration procedures and properly before the arbitrator pursuant to the terms of this procedure. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement.

F. Authority

The arbitrator shall have no authority to add to, subtract from, or otherwise amend this collective bargaining agreement. The arbitrator shall not imply into this agreement provisions which are not in the written terms of this agreement.

G. Arbitration Costs

The fees and expenses of the arbitrator shall be shared equally by the parties. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs of the transcript. If both parties request transcripts, they shall share equally the costs.

H. Election of Remedy

1. Once arbitration has been requested, the Association waives any right to pursue any action or complaint requesting the same remedy before any county, state or federal agency, tribunal, court or other forum in which relief may be sought or granted.
2. Once the grievant of the Association files any complaint, appeal or other action with any county, state or federal agency, tribunal, court or other forum requesting the same remedy, all rights to file or pursue a grievance under this article shall be forever waived.

8.7 GRIEVANCE HEARING AND MEETINGS

Grievance hearing and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the work day, persons required to participate in the hearings shall be excused without loss of pay or other benefits.

8.8 REPRISALS AND FILES

The School District will not pursue reprisals against any teacher because of participation grievance procedure. Documents, communication, and records dealing with the grievance will not be placed in the personnel file of the participants.

8.9 COOPERATION OF THE PARTIES

The Board, the administration and the Association will cooperate with each other in the investigation of any grievance, and further, will furnish each other such information as is requested for the processing of any grievance excepting such information which is legally confidential.

See Appendix A for Grievance Report Form

ARTICLE IX

TEACHER EVALUATION

9.1 RATIONALE

One consideration for renewal or non-renewal of a teacher's contract is evaluation.

9.2 INSTRUMENT

Teachers will be evaluated using instrument and procedure to be developed jointly between administration and Association for consideration and approval by the Board of Trustees. The instrument and procedure may be reviewed yearly if directed by the Board of Trustees, or if requested by the Association, but shall not be changed without mutual consent of the board and Association.

9.3 OBSERVATIONS AND EVALUATIONS

- A. The person will be observed and written evaluation reports will be in accordance with Board policy governing teacher evaluation.
- B. These observations and evaluation reports will be made by supervisors and shared in written form with the person being evaluated.
- C. The supervisor will point out weaknesses, if any, and will point out ways in which teachers may improve.

9.4 NUMBER OF EVALUATIONS

Evaluations may take place at any time or a number of times during the school year.

9.5 POST EVALUATION CONFERENCE

The results of the administrative evaluations will be shared in final written form with non-tenured teachers no later than December 1st of the school year. Final written results of the second evaluation will be shared with the non-tenured teachers no later than May 1st of the school year.

The results of the administrative evaluation will be shared in final written form with tenured teachers no later than April 1st of the school year they are evaluated. Tenured teachers will be evaluated at least once every three years or annually either by administrative discretion or teacher request, unless otherwise arranged by agreement of teacher and administrator. Evaluations shall not limit the Board's ability to determine classes, subjects, programs, or activities as per Article 12.1, page 22.

9.6 COMPLAINTS AGAINST TEACHERS

- A. Any complaint regarding a teacher shall be handled as set forth in Board policy.
- B. No material shall be placed in the teacher's file unless it is signed by the author, and unless the teacher has had an opportunity to read the material and respond to it. Any derogatory written material not shown to a teacher within ten (10) days after receipt, shall not be used by the Board as evidence in any grievance or used in any disciplinary action against such teacher. All information forming the basis for any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events occurring during the previous 12 months **except for such information related to disciplinary actions of a serious nature which resulted in the teacher's suspension or termination.** No derogatory material shall remain in the file for more than two years, excluding past evaluations and attachments. Plans for improvement should be an attachment to evaluations.

9.7 OPEN PERSONNEL FILES

Access to personnel files shall be limited to the Board and administration, and to the teachers to whom the files refer. Teachers shall have the right, upon request, to review the contents of their personnel files and to receive a copy of any documents contained therein. No secret, duplicate, alternate, or other personnel file, with the exception of a working evaluation file, shall be kept by the Board or administration. An Association representative, at the teacher's request, may be present in this review. The superintendent or official designated shall sign an inventory sheet to verify the contents of the personnel file.

ARTICLE X

EMPLOYMENT STATUS OF TEACHERS

10.1 NOTICE OF TERMINATION

- A. Termination of a tenured teacher shall occur pursuant to MCA 20-4-204 and 20-4-207.

ARTICLE XI

ASSIGNMENTS, VACANCIES, TRANSFERS

11.1 ASSIGNMENTS

- A. All teachers employed by the Board shall hold a bachelor's degree from an accredited college or university and, if employed for a regular classroom teaching assignment, a teaching certificate issued by the Montana Office of Public Instruction.
- B. Teachers shall not be assigned outside the scope of their teaching certificate endorsements and/or their major or minor fields of study except by mutual consent of the teacher and Administration.
- C. All teachers shall be given written notice of their proposed assignment for the forthcoming year by no later than June 1st. Changes in teacher's assignments shall not be made later than the 1st day of August preceding the commencement of the school year, except by mutual consent.
- D. Teachers involved in voluntary, extra-duty assignments as set forth in Article XVIII shall be compensated in accordance with the provisions of this Agreement without deviation or exception.
- E. Any scheduled extra-duty assignments added to the contract assignment in addition to the normal teaching schedule during the regular school year shall not be obligatory but with consent of the teacher affected, and shall be in accordance with the provisions of state law and this Agreement regarding the termination or reelection of a teacher's services.

11.2 VACANCIES

A. A vacancy is any position, previously held by a teacher or supervisor or newly created by the Board, including summer school and extra-duty positions.

B. Whenever a vacancy occurs or is anticipated during the school year, the Board or its agent shall promptly notify the Association, post notice of the same on at least one bulletin board in each school building for no less than seven (7) days concurrent with public advertisement of vacancy, and direct a copy of same by email to each, if any, qualified laid off teacher or qualified teacher on leave.

C. Whenever vacancies occur during the normal summer months when regular school is not in session, all teachers will be notified of the vacancy by e-mail address, or in the absence thereof, by mail. (Up to date e-mail and mail addresses or any changes from old addresses are provided by teachers to central office at the end of each school year.) This notice must contain a summary of responsibilities for the position vacancy, a statement of minimum qualifications, and if the position is not covered by the terms of this agreement, a salary range.

Where specific training, experience, certification, or other qualifications are prerequisites for a vacancy, such conditions shall be stated in the notice. Any teacher so notified shall have the responsibility of contacting the superintendent and building principals, in writing (letter or email), indicating his/her interest within the deadline, agreed upon by the LEA President and Superintendent, as advertised within the notice.

11.3 TRANSFERS

A. Teacher requests for transfer. The District will consider the interests and aspirations of its teachers when making assignments. Requests by a teacher for a transfer to a different class, or position shall be made in writing; one copy of which shall be filed with the immediate supervisor, and one of which will be filed with the Association. The teacher's written request shall set forth the reasons for transfer.

B. Transfers of employees, whether voluntary or involuntary, will be made at the discretion of the administration. In the event of an involuntary transfer, the Board or its designee shall notify in writing the affected teacher of the specific reason for the transfer at the time of notification of the transfer. Individuals who are transferred, whether voluntarily or involuntarily, shall receive a one-time stipend of \$500. If an individual accepts the stipend, he/she relinquishes his/her right to grieve the transfer.

If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure beginning on Step 2. If the District is ultimately resolved in favor of the transfer the teacher shall, if he/she requests, be released by the Board from his/her contract. An involuntary transfer shall not result in the loss of compensation, seniority or fringe benefits. Adequate time, as determined by the teacher and immediate supervisor without loss of salary, shall be provided for the person to effectuate the transfer.

ARTICLE XII

LAYOFFS AND RECALL

12.1 CONDITIONS OF LAYOFFS

The School Board at its sole discretion shall determine the class(es), subject(s), program(s) and/or activities to be provided by the School District. The School Board shall determine if there will be a reduction in force, giving consideration to such things as, but not limited to: a substantial decrease in the funds available to the Board, a substantial reduction in pupil enrollment, or a bona fide consolidation of the School District with one or more other school districts.

12.2 NOTIFICATION OF LAYOFF

- A. The Association and any tenured teacher who is to be laid off will be so notified in writing by June 1.

12.3 LAYOFF PROCEDURE

Teachers shall be laid off in accordance with the procedure set forth herein:

Non-tenured teachers shall be laid off first by certificates and/or endorsements. No tenured teacher shall be laid off if a tenured teacher has a certificate and/or endorsement in an area which a non-tenured teacher is or will be teaching.

Tenured teachers will be laid off based on certification and/or endorsement, and seniority.

In no case shall a less senior teacher be retained in a position for which a more senior teacher is certified and/or endorsed.

12.4 DEFINITIONS

- A. Certification and endorsement as used in this article means the current certification and/or endorsement a teacher has.
- B. Seniority for tenured teacher as used in this article shall begin with the first day of work under contract with the School District. No board approved leaves shall break the seniority date.
- C. When seniority is equal between or among tenured teachers, ranking of those teachers shall be determined by experience and preparation level as so indicated by the actual placement on the salary schedule at the time of official Board of Trustees action. When all of these factors are equal between or among teachers, ranking of those teachers shall be determined by teaching experience outside the district. This teaching experience will have been in a state accredited public or private elementary or secondary school. When seniority, preparation level and experience level is equal between or among teachers, ranking of those qualified teachers shall be determined by the drawing of lots.

- D. Upon request the superintendent or designee will provide the Association with a list showing the seniority of each teacher employed by the Board, their areas of certification, and will therefore, promptly notify the Association of any changes in the list. The superintendent or designee will have a current list which will be available for inspection during regular working hours by any teacher.

12.5 RECALL PROCEDURE

No new teacher shall be employed by the School District to fill a position for which a laid off tenured teacher is qualified. When placed on layoff, a tenured teacher shall maintain a current address with the School District. If a position becomes available for which the tenured teacher is qualified, the teacher on lay off and the teacher who has seniority as defined herein, shall be provided by the School District with a written notice of recall by registered mail, return receipt requested. A copy of the notice of recall will be given to the Association.

The tenured teacher shall have fourteen (14) calendar days from the date of receipt of such notice to accept re-employment. Failure on the part of the tenured teacher to accept re-employment within fourteen (14) calendar days of the receipt of such recall, or a failure of the tenured teacher to report to duty within twenty-one (21) calendar days of the recall notice, shall constitute the forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.

If the School District is unable to effect delivery of the registered letter return receipt requested at the last address left with the School District by the teacher, the School District after five (5) calendar days shall send a notice by certified mail, and the fourteen (14) days provided herein shall commence running at the time the notice by certified mail is sent.

Re-employment recall rights shall automatically cease eighteen (18) months from the last day the teacher worked, when the teacher waives recall rights in writing, or when the teacher resigns, and no further rights to reinstatement shall exist.

12.6 LAYOFF BENEFITS

- A. All positions of substitute teacher shall be offered to teachers on layoff, through the approved substitute procedure established by the School District before any other person is offered such a position.
- B. All benefits of which tenured teachers were entitled at the time of their layoff, including tenure or tenure track, unused accumulated sick leave, will be restored to them upon returning to active employment, and they will be placed on the step of the salary schedule that they were eligible for at the time of their layoff.

12.7 EFFECT

Nothing in this agreement shall be construed to limit the authority of the School District to determine the number of employees, the establishment and priority of the programs or rights to reduce the force. Termination of teachers is governed by Montana Statute and nothing herein shall be construed to modify or limit the District's statutory rights as provided by Montana law.

ARTICLE XIII

TEACHER WORKLOAD AND CONDITIONS

13.1 TEACHER WORK LOAD

- A. The board recognizes that the primary responsibility of the teacher is to teach, and shall organize the school day to ensure that the energy of the teacher is utilized to this end.

13.2 TEACHER BASIC WORK DAY

- A. The teacher's typical day shall be seven and three quarters ($7 \frac{3}{4}$) hours except that, the District may extend one work-day per week by up to 10 minutes for staff meeting/professional development purposes in exchange for decreasing the last work day of the week by the same amount of minutes (example: if the regular contracted work day ends at 3:45 pm each day, Monday could be extended to 3:55 pm for staff meeting/professional development purposes but the Friday work day would be done at 3:35 pm instead of 3:45 pm).
- B. On all days preceding holidays the teacher's work day shall end at the close of the student day. Meetings shall not be called on any day preceding a holiday, nor on any other day upon which the teachers' attendance is not otherwise required.
- C. Teachers will be permitted to leave the building during their lunch period, provided the office is notified when a teacher plans to be out of the building during this time.

A forty (40) minute, duty-free, uninterrupted lunch period for each teacher will be established and maintained by the building administrator. An emergency situation may arise requiring a teacher's personal attention which may preclude the forty minute, duty-free uninterrupted lunch period.

- D. Each full-time classroom teacher shall have at least 150 minutes of time each five day week (time will be pro-rated for shorter weeks) for the purpose of planning or preparation. The planning time shall be exclusive of the lunch or recess time. Part time employee's minimum preparation time will be pro-rated according to time worked. The intent of this time is to provide for lesson planning, professional reading, and visitation of other classes or engaging in activities that can improve teacher performance or student learning.
- E. Meetings regarding students may be held during the work day. Recognizing that it can be a challenge to find a convenient and agreeable meeting time for administrators, teachers, parents, and other pertinent attendees, Lolo School District Administration shall seek a teacher's input regarding whether a teacher prefers the meeting be held during or not during a teacher's prep time. There may be occasions when holding a meeting at a time other than a teacher's prep time is not reasonably feasible due to conflict of schedules.
If special ed related (ET, IEP) meetings, 504 meetings, or other administratively scheduled student assistance type meetings occur/continue 15 minutes or more after the teacher work day, teachers will be compensated \$20 for attending the entire meeting. Scheduling of any such meetings must be approved by the administration. Teachers will not be compensated for any meeting that does not go 15 minutes beyond the work day; for any meeting that is cancelled less than 15 minutes past the work day; or for any meeting where the teacher does not stay until the end of the meeting.

Teachers will receive their compensation for meeting attendance with their December and/or June pay check.

- F. When possible as determined by mutual agreement of the administration and association teachers will be provided the services of an aide to help supervise recess times and provide clerical assistance.
- G. Time volunteered by certified staff for duty coverage either before or after hours is purely voluntary and not a contractual duty. Nor is volunteering such time a contractual violation. Each year, if volunteer duty coverage is needed, building administrators will initiate and utilize a volunteer sign-up list to request volunteers.

13.3 BUILDING HOURS

- A. The specific hours for each building shall be determined by the administration.

ARTICLE XIV

DUTY YEAR

14.1 DUTY YEAR

The basic duty year for regular full-time teachers shall consist of 188.5 duty days.

14.2 DUTY DAYS

The scheduling of duty days shall be established each year by the Board of Trustees, School District #7, Lolo, Montana as a school calendar. Recommendations from the Association, classified employees, administrative employees, community, and students will be considered by the Board of Trustees.

14.3 RESCHEDULING

In the event that an employee duty day is lost due to a school closing, the teacher shall perform duties on such other days in lieu thereof as determined by the Board, in accordance with State Law or administrative rules and regulations.

14.4 CHANGES IN THE SCHOOL CALENDAR

Changes in the adopted school calendar will be made by mutual agreement of the Board and the Association.

ARTICLE XV

TEACHER LEAVES

15.1 DISCRETIONARY LEAVE

- A. At the beginning of each school year each full-time teacher shall be credited with 13 days of “discretionary” leave days. Each part-time teacher shall have their discretionary leave prorated according to the time worked. Teachers may purchase up to 2 (two) extra days of discretionary leave each school year with a reduction in pay equal to the cost of hiring a substitute teacher. These “purchased” days may not be accumulated from year to year.
- B. The discretionary leave days may be used for reasons at the discretion of the teacher.
- C. Except in cases of illness or other emergencies/reasonably unforeseeable emergencies, two (2) days advance written notice of request to use discretionary leave will be given to the Administration on the Request for Leave form.
- D. Four (4) teachers or ten percent (10%) of teachers (not prorated), whichever is greater, may take discretionary leave at any one time. Any request exceeding this limit would require supervisor or superintendent approval. Requests shall be filled on a first-come first-served basis. Teachers absent for administrative leave, an event covered under FMLA, an absence due to a covered Lolo School worker’s compensation claim, are absent due to active military service, and those who have been granted extended leaves of absence by Board action are excluded from the count.
- E. Unused days of leave each year will be allowed to accumulate up to a limit of one hundred five (105) days. At the end of the school year each teacher may elect to be compensated at \$70.00 per day for those unused discretionary days in excess of the maximum accumulated days allowed.
- F. Annually, each teacher may elect to contribute up to two discretionary leave days to a common bank to be administered by a committee of two Association members and an administrator. Teachers who have exhausted their accumulated discretionary leave allowance may make reasonable withdrawals, as determined by the committee, from the common bank, provided that there are sufficient days available in the bank.
- G. A teacher who is unable to teach because of illness or disability and who has exhausted all discretionary leave available shall be granted a leave of absence without salary, beyond what is provided for by law (FMLA or otherwise) for the duration of the illness or disability.
- H. Severance Pay. If a teacher’s contract is not renewed or the teacher leaves Lolo School District, payment for unused discretionary leave will be as stated in paragraph E of this section.
- I. Absence due to injury incurred in the course of the teacher's employment shall not be charged against a teacher's discretionary leave days except as provided by law.
- J. Teachers shall be given a written accounting of accumulated discretionary leave days at their request.

15.2 MATERNITY AND PARENTAL LEAVE

Employees are provided maternity and paternity leave pursuant to the Family Medical Leave Act (FMLA), and if applicable, or otherwise pursuant to the Montana Family Medical Leave Law.

15.3 BEREAVEMENT LEAVE

Five (5) days at full salary will be allowed for each bereavement leave for the death of a member of the immediate family. Immediate family is defined as children, parents, siblings, grandchildren, grandparents,

spouse, and like relatives of the spouse. Additional time, if requested by the teacher, shall be deducted from accumulate discretionary leave.

15.4 LEAVE FOR CIVIC DUTIES

A. Temporary leave at full salary will be provided each teacher for jury duty, court appearance or administrative proceedings, as a party or witness, and reserve/guard training.

B. The length of leave will vary in accordance with the amount of time required for the civic duty. Any monies paid to the teacher up to a limit of their daily rate (1/188.5) of pay will be returned to the District with the exception of mileage, meals and lodging.

15.5 PROFESSIONAL LEAVE

Temporary leave at full salary may be provided each teacher for visiting other schools, attending education conferences, serving on committees, and attending professional association committee meetings, conferences, conventions, and assemblies with the approval of the Superintendent.

15.6 EXTENDED LEAVES OF ABSENCE

A. Extended leave of absence without salary will be provided for such reasons as extended personal or family illness. Written notification must be given by the employee. The District may request supporting documentation. In addition to what leave may be provided pursuant to the Family Medical Leave Act (FMLA) and/or Montana Family and Medical Leave Law, employees with tenure in the District may request extended leave for child care, paternal leave during childbirth, exchange teaching, campaigning for or serving in a public or Association office, foreign or military teaching programs, cultural travel or work programs related to professional responsibilities, military or alternative service and seeking other employment. The granting of extended leave, other than for personal or family illness beyond what is provided by law, will be at the discretion of the Board.

D. Family Leave

This contract will adhere to the Federal Family and Medical Leave Act (FMLA).

C. Teachers on extended leaves shall be entitled to:

- (a) return to the same positions which they held immediately before commencement of leave or to positions of comparable responsibility and remuneration;
- (b) buy into insurance and retirement benefits while on leave at the discretion of the insurance carriers.

15.7 LEAVE WITHOUT PAY

For leaves not specified in this agreement, teachers may apply through the District Superintendent to the Board of Trustees for leave without pay. Teachers on such authorized leave will receive a pay reduction for the time equal to their daily rate of pay. Daily rate = salary/188.5.

- (a) Leave without pay for up to 5 consecutive or cumulative days in a year may be granted by the District Superintendent at his/her discretion for an employee who has exhausted other such applicable leave.

Except in emergencies, the Superintendent shall receive at least 48 hours notice of request for such leave.

15.8 UNAUTHORIZED ABSENCE

A teacher whose absence is unauthorized by the District Superintendent will receive a pay reduction for the time absent equal to the teacher's daily rate. Daily Rate of Pay = Salary/188.5.

15.9 CREDIT

A teacher who returns from unpaid leave pursuant to this Article will retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue from the period of time that a teacher was on unpaid leave.

15.10 EMPLOYMENT WHILE ON LEAVE

Any teacher requested or required to be present for a school meeting during an approved leave shall not have that day counted as a day of leave. Time will be counted in 1/2 days.

15.11 LEAVE INCREMENTS

Any leave, with the exception of administrative/professional leave, shall be granted in either half-day or full-day increments.

ARTICLE XVI

PROFESSIONAL COMPENSATION

16.1 BASIC SALARY SCHEDULE

The adopted salary schedule (Appendix B) lists the basic salary for 188.5 days.

16.2 EXTENDED CONTRACT TIME

Librarians, counselors, and other certified staff as recommended by the Superintendent and approved by the Board may be provided time prior to the opening of the school year and after the close of the school year to perform their extra-responsibilities. The amount of time will be determined through initial collaboration of the building principal and applicable employee and thereafter recommendation to the Superintendent. Pay will be determined by using the daily rate from the salary schedule and will be an addendum to the individual contracts. Other non-required opportunities for certified employee work during the summer may occur for which a stipend may be offered to the certified employee based on the resources available and provided with Superintendent approval, but not needing Board approval.

16.3 PLACEMENT ON SALARY SCHEDULE

A. Eligibility

Credits to be considered for application on any educational level of the salary schedule must be in the field of the teacher's assignment as determined by the District.

B. Credits for Advancement on the Salary Schedule

To apply on the salary schedule, all credits beyond the bachelor's degree educational lane must be graduate credits, unless otherwise approved in advance by the Superintendent.

C. Prior Approval

All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent, in writing, prior to the taking of the course. Employees must file a declaration on interest to advance on the salary schedule by February 1st for the ensuing year.

D. Effective Date

Individual contracts will be modified to reflect qualified educational lane changes once each year effective at the beginning of the school year, provided an official transcript of qualified credits is submitted to the Superintendent's office no later than October 1st of each year. Credits submitted by transcript after October 1st, even though otherwise qualifying, shall not be considered until the following school year. If an official transcript is not available by October 1st, other satisfactory evidence of successful completion of the course(s) will be accepted, pending receipt of the official transcript: however, any pay adjustment will not be made until the official transcript is received. Retroactive pay based on the new preparation level will be issued at the next regular pay period to the beginning of the school year.

E. Advance Degree Program

A teacher shall be paid on the Masters Degree educational lane only if the degree program is in a field directly related to K-8 education as approved by the Superintendent in advance.

F. Application

Credits to apply to educational lanes beyond a particular degree lane must be earned subsequent to the earning of the degree, and must be taken at an accredited college or university except for in-house district pre-approved semester credits earned through opportunities the District may choose, at its discretion, to identify, offer, and/or approve for its certified employees. Any such credits must be clearly unique compared to the courses already taken by the teacher and be directly related to the teacher's work with Lolo School District. In order to be eligible, the District cannot incur any direct or indirect cost related to earning the credit(s).

G. Advancement

The bachelor's degree must be earned and granted prior to the placement on the BA lane or advancement to the +10, +20, + 30 semester credits beyond the BA. The master's degree must be earned and granted prior to placement on the MA lanes to +40. Documentation of credits or specific degree earned for placement and/or advancement on the salary schedule in the form of official transcript, course grade slips, or an instructor/advisor's letter must be submitted by the employee to advance horizontally on the salary schedule. Official transcripts shall be submitted to the Superintendent once they become available.

H. New Teachers

For the purposes of placing teachers new to the system on the salary schedule, credit shall be granted on the 1:1 basis for all previous teaching experience in a state accredited public or private elementary or secondary school, up to a maximum of ten (10) years

I. Step Advancement

In order to be considered for step advancement for the following year, teachers must have started employment on or before January 15th.

J. Career Increment

Beginning the year after the employee reaches the last salary cell in their educational column as specified on the salary schedule (Appendix B), the employee will receive a longevity increase of \$400 per year, which will be cumulative. This amount will be paid in addition to the salary cell amount specified in the Appendix B salary schedule for that employee. If a teacher is employed less than full-time the amount of the longevity increase will be proportional to the time contracted for that year.

K. Special Education Stipend

Teachers working in the special education setting in a certified role shall receive a stipend of \$2500 per year, payable in two installments commensurate with District payroll procedures for additional pay. To qualify, the teacher must be licensed in the state of Montana and hold, or prove active progress toward, a special education endorsement. The stipend will be prorated based on FTE in the certified special education role. The term of this stipend is limited to the term of this CBA and shall expire unless otherwise renewed through negotiation or mutual written consent of the parties. The stipend shall be excluded when calculating an employee's same salary as provided in MCA 20-4-203(3)(a) and as allowed by MCA 20-4-203(3)(b).

16.4 RETIREMENT

When a teacher has completed at least fifteen (15) years of service in Lolo School District and retires from Lolo School District, the Board of Trustees will authorize an additional month's salary. Teachers retiring with ten (10) to fourteen (14) years service in the Lolo School District will receive an additional one-half month's salary as acknowledgment of service rendered.

To qualify for this retirement bonus, an employee must notify the District Business Manager in writing by no later than March 1 of the year in which he/she is planning to retire. Failure to do so would negate the bonus except that the Board of Trustees may waive such a deadline on a case-by-case basis depending on individual circumstances which did not permit the employee to provide such notice within the required deadline.

16.5 PAYMENT

A. Division

All employees subject to the salary schedule shall be paid on the basis of an annual salary divided into twelve (12) equal amounts.

B. Dates

Teachers will be paid on the 20th of each month. If the 20th falls on a non-school day, they will be paid on the last day of school before the 20th.

16.6 NATIONAL BOARD CERTIFICATION

A. All teachers who currently hold National Board Certification will be given a stipend of one thousand five hundred dollars (\$1500.00) annually, as long as the certificate is current.

This provision is based on the understanding that National Board Certification is typically issued in December. Therefore, the District will issue the stipend on years when the teacher begins the school year with current National Board Certification.

ARTICLE XVII

INSURANCE COVERAGE

17.1 SELECTION

The selection of the insurance carrier will be made by the Board.

17.2 INSURANCE COMMITTEE

In view of rising insurance costs, the insurance committee shall be responsible for reviewing and researching insurance policies and plans on at least an annual basis. The committee shall consist of two (2) members appointed by the Association; one (1) member appointed by the Lolo Classified Association, two (2) members appointed by the Board, and one (1) member appointed by the administration.

17.3 COMMITTEE RECOMMENDATIONS

The Insurance Committee will make recommendations to the School Board on any and all changes in the insurance policies. If a session of the Montana Legislature enacts a statewide K-12 Public School Health Insurance Program during the term of this Agreement, the Insurance Committee shall meet to review the program and its potential impact upon the Lolo School District, and thereafter provide recommendations to the Lolo School Board and to the LEA bargaining unit. If the Lolo School Board and LEA agree, the contract may be reopened on this specific insurance item.

17.4 HEALTH AND HOSPITALIZATION INSURANCE

The School District will contribute \$451.54 toward the single, or \$697.56 toward the employee + spouse, employee + child(ren), or family district medical insurance plan per certified staff member, per month for 12 month basis for members of the certified staff who qualify for and are enrolled in the District's group health/medical plan. In cases where multiple plan options are provided and the District contribution exceeds the total premium rate, the excess District contribution may be used toward the employee's Health Savings Account (HSA) if the employee's particular plan contains one. Otherwise, the excess contribution

reverts to the District. Percentage increases or decreases in total premium amounts from year to year will be split 50/50 between the District and the certified staff member and applied appropriately to the District contribution amount and the employee contribution amount.

The Union agrees that the District is in no way trying to discriminate against any employee in its paying for health insurance coverage of employees and their families. Further, the Union holds the District free of liability from an interpretation alleging discrimination because of marital status.

17.5 LONG TERM DISABILITY INSURANCE

The School District will provide one hundred percent (100%) of the total cost for coverage for each teacher employed by the School District who qualifies for and is enrolled in the School District's group long term disability insurance program.

17.6 LIFE INSURANCE

The School District will provide one hundred percent (100%) of the total cost for coverage for each teacher employed by the school District who qualifies for and is enrolled in the School District's group life insurance plan. Coverage will be in the amount of \$5000 or more per teacher.

17.7 DENTAL INSURANCE

The School District will provide one hundred percent (100%) of the total cost for coverage for each teacher employed by the School District who qualifies for and is enrolled in the School District's group dental plan. Family coverage will be available at the employee's expense.

17.8 ELIGIBILITY

All employees that work .6 or more will receive full benefits. Employees hired for .5 will have their benefits prorated. Employees working less than .5 will not receive district paid benefits, but may elect to join the plan at their own expense, subject to the insurance carrier's policies and restrictions.

17.9 CLAIMS AGAINST THE SCHOOL DISTRICT

It is understood that the District's only obligation is to purchase an insurance policy and pay such amount as established in this Article, and no claims will be made against the District as a result of a denial of insurance benefits by an insurance carrier or local insurance committee, in the event of self insurance.

17.10 DURATION OF INSURANCE COVERAGE

A teacher is eligible for District contribution as provided in the Article for ninety (90) days upon leaving the District's employ, provided the teacher completes the term of his/her contract.

ARTICLE XVIII

ABOVE SCHEDULE ALLOWANCES FOR EXTRA DUTIES

18.1 EXTRACURRICULAR DUTY SCHEDULE

The Board will determine the extra-duty offerings for the District. The following schedule shall be used to determine salary for the extra responsibilities. Each index value is multiplied by the base (BA minimum) of the teachers' salary schedule (Appendix B) to obtain dollar amounts per annum.

Coach, Soccer	.05
Assistant Coach, Soccer	.04
Coach, Basketball (boys and girls)	.05
Assistant Basketball Coach	.04
Coach, Volleyball	.05
Assistant Volleyball Coach	.04
Coach, Track (any)	.04
Music Instructor (beyond contract time)	.05
Mall Art Show	.02
Coach: Math Counts	.05

When applicable, a coach and assistant coach may mutually elect to split their salaries at .045 each

Payment for members of the staff will be by addendum to the teacher's contract. Responsibility and salary for non-coaching extra-duty positions may be shared by mutual consent.

Extracurricular offerings (on or off the schedule) must be offered in-staff first. If applicants are not available, positions may be contracted out with other individuals.

18.2 POSTING OF POSITIONS

Notification of availability of all of the above Board approved extra-duties will be posted via email to certified staff as well as in the teachers' resource rooms as early as May 1 and not later than two weeks prior to the last day of school of the preceding year. Coordinator duties will be specified at the time of posting. If duties are changed, a reposting will be at the option of the incumbent.

18.3 MILEAGE ALLOWANCE

Teachers required by the District in the course of their work to drive personal vehicles shall receive a mileage allowance as determined by the IRS.

18.4 HEAD TEACHER DUTY

If a teacher is appointed to substitute for a principal while the principal is on leave, a substitute shall be hired for the teacher. The teacher will assume all responsibilities that have been outlined by the principal.

ARTICLE XIX

EDUCATIONAL PROMOTION

19.1 IN-SERVICE TRAINING ACTIVITIES

- A. An advisory committee will be established to develop and evaluate the yearly professional development plan. The committee shall include, but not be limited to, teachers, administrative, personnel, and trustees. A majority of the committee shall be teachers.

Rule 10:55.714 - Montana School Accreditation Standards and Procedures

- B. Credit towards recertification will be allowed using "The Office of Public Instruction's In-Service Education Guide for Recertification".

ARTICLE XX

EFFECT OF AGREEMENT

20.1 EFFECTIVE PERIOD

This Agreement shall be effective as of July 1, 2023, and shall continue in full force and effect until June 30, 2025. Notice of intent to negotiate proposals that modify or amend this agreement, by either party, shall be provided to the other party, with a copy provided to the District Clerk, in writing, either electronically or hardcopy, by January 7, 2023).

20.2 EFFECTS

This Agreement constitutes the full and complete Agreement between the School District and the Association representing the employees. The provisions herein relating to terms and conditions of employees supersede any and all prior agreements, practice, school employment, insofar as such are inconsistent with the provisions of this Agreement. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all employer rights and prerogatives defined in this Agreement, except insofar as such exercise should be in express violation of any term or terms of this Agreement.

20.3 COMPLIANCE OF THE INDIVIDUAL CONTRACT

- A. Any individual contract between the Board and a teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

- B. All individual teacher contracts will be issued by September 20th or within thirty (30) days after the Agreement is signed.

20.4 SAVINGS CLAUSE

If any provision of this Agreement or any application thereof is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are held, at the request of either party, negotiations shall immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties.

20.5 NONDISCRIMINATION CLAUSE

The Provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, domicile, residence, or family relationship to another teacher or employee.

20.6 ECONOMIC ABILITY

The Association recognizes that the Board's ability to fund the economic benefits and programs contained herein is dependent upon the financial resources of the School District. Should there be a substantial decrease in revenue which impairs the ability of the Board to fund economic and other benefits contained herein, or a significant increase in funding the two parties shall immediately reopen the Agreement to negotiate the provisions herein that are affected by the economic impact.

20.7 RENEWAL AND REOPENING OF AGREEMENT

The 2023-25 Salary Schedules shall not be construed to continue beyond this Agreement. A teacher will have no right to either increment (step) or lane advancement after the expiration of this Agreement until such time as a new Agreement has been ratified by LEA and approved by the Board. Upon ratification of a new agreement, teachers will be eligible for the difference in pay, retroactive to the effective date of the Agreement. In the event negotiations do not occur, a teacher will have rights to steps and lanes based on the most recently expired salary matrix.

20.8 LIQUIDATED DAMAGES

Each individual contract shall contain the following section:

A teacher not facing discipline or discharge will be released from their teaching contract provided the teacher makes payment for liquidated damages to the school district prior to release on the following schedule:

A teacher wishing to be released from this contract before June 15 pays no liquidated damages.

Teacher wishing to be released from this contract from June 15 through July 15, will pay \$500 as liquidated damages.

Teacher wishing to be released from this contract after July 15 and/or during the school year will pay \$1000 as liquidated damages.

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.

Jurisdiction and enforcement of this provision is through the 4th District Court, Missoula County, Missoula, Montana, with the teacher being liable for all fees under the above schedule, court costs, interest, reasonable

attorney fees of the school district and other actions the court deems appropriate. The court also has jurisdiction to award interest on any amount due and other actions the court deems appropriate.

If the above conditions have been met, the Board shall accept the resignation of a teacher under contract and shall not attempt to have the teacher's certification revoked or suspended.

If the resignation is due to a situation that is a protected category under FMLA. (i.e. if the situation first triggers FMLA and subsequently leads to the employee's untimely resignation), liquidated damages would be waived. In the event extreme hardship/extenuating circumstances exists the employee may appeal to the Board to waive the liquidated damages clause. The Board's decision in this regard is not subject to the grievance procedure. Documentation may be required.

20.9 DATE AND SIGNATURES

This Agreement is signed this 7th day of June, 2023.

IN WITNESS THEREOF:

For the Lolo Education Association

Barbara Brown
President

For the Board of Trustees School District #7, Lolo, Montana

[Signature]
Negotiating Chairperson

Budgett Beal
Board Chairperson

Rhodesman
Clerk

APPENDIX A

LOLO ELEMENTARY SCHOOL GRIEVANCE FORM

Grievance No. _____

Name of Grievant: _____

Date Filed: _____

Location: _____

Work Assignment: _____

Date Grievance Occurred: _____

Nature of Grievance: _____

CONTRACT Article(s) or Practice(s) Violated: (Reference specific page and line.): _____

Relief Sought: _____

Signature of Grievant

Date

FORMAL LEVEL 1

Date Received by Supervisor _____

Disposition by Supervisor _____

Signature of Supervisor

Date

APPENDIX B

LOLO SCHOOL SALARY SCHEDULE

23-24 (2.71% increase to base)									
YEAR	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	35,661	35,722	36,660	36,740	36,769	37,867	38,963	40,093	41,195
2	37,567	37,946	38,522	38,364	38,513	39,741	40,937	42,200	43,392
3	38,205	38,522	39,622	39,988	40,259	41,615	42,908	44,297	45,590
4	39,477	39,923	41,515	41,611	42,003	43,489	44,879	46,397	47,786
5	40,752	41,325	43,012	43,235	43,747	45,363	46,850	48,497	49,983
6	42,025	42,726	44,508	44,859	45,493	47,237	48,824	50,597	52,184
7	43,935	44,126	46,004	46,482	47,237	49,111	50,788	52,700	54,378
8	44,572	45,527	47,497	48,106	48,981	50,985	52,762	54,797	56,574
9	44,572	46,928	49,000	50,366	50,727	52,859	54,733	56,898	58,771
10	44,572	46,928	50,497	51,353	52,471	54,733	56,704	58,998	60,969
11	44,572	46,928	51,990	52,973	54,219	56,607	58,675	61,095	63,166
12	44,572	46,928	51,990	54,601	55,961	58,481	60,649	63,198	65,363
13	44,572	46,928	51,990	56,224	57,705	60,355	62,616	65,298	67,560
14		46,928	51,990	57,848	59,450	62,225	64,587	66,752	69,757
15				59,472	61,195	64,103	66,556	69,180	71,954
16					62,940	65,977	68,529	71,598	74,152

24-25 (3.0% increase to base)									
YEAR	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	36,731	36,793	37,760	37,842	37,872	39,003	40,132	41,296	42,431
2	38,694	39,084	39,678	39,515	39,669	40,934	42,165	43,467	44,694
3	39,351	39,678	40,811	41,187	41,467	42,864	44,195	45,626	46,957
4	40,662	41,121	42,761	42,859	43,263	44,794	46,225	47,789	49,220
5	41,974	42,564	44,302	44,532	45,060	46,724	48,255	49,952	51,483
6	43,286	44,008	45,844	46,205	46,858	48,654	50,289	52,116	53,750
7	45,253	45,450	47,385	47,876	48,654	50,585	52,311	54,281	56,009
8	45,909	46,892	48,923	49,549	50,451	52,515	54,345	56,441	58,272
9	45,909	48,336	50,470	51,877	52,249	54,445	56,375	58,605	60,535
10	45,909	48,336	52,012	52,893	54,046	56,375	58,405	60,768	62,798
11	45,909	48,336	53,550	54,563	55,846	58,305	60,435	62,928	65,061
12	45,909	48,336	53,550	56,239	57,640	60,235	62,468	65,094	67,324
13	45,909	48,336	53,550	57,911	59,437	62,165	64,495	67,257	69,587
14		48,336	53,550	59,584	61,234	64,092	66,525	68,755	71,850
15				61,256	63,031	66,026	68,553	71,256	74,113
16					64,828	67,956	70,585	73,746	76,377