

***LAMBERT PUBLIC SCHOOL***  
MASTER CONTRACT

SCHOOL YEARS

2020-2021

2021-2022

This agreement, entered into this 1<sup>st</sup> day of July, 2016, between the BOARD OF TRUSTEES OF SCHOOL DISTRICTS NUMBER 4 AND 86, OF LAMBERT, County of Richland, State of Montana, acting in the name of the said District, hereinafter referred to as the "Board", and the LAMBERT EDUCATION ASSOCIATION, an affiliate of the Montana Education Association/Montana Federation of Teachers and the National Education Association, of Lambert, Montana hereinafter referred to as the "Association".

As the Lambert School Board and Lambert Education Association are concerned with the educational well being of the students of these districts, they agree upon the following:

### **Article 1--Powers of the Board**

The Board has, and shall retain, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law.

The association shall recognize any agent of the Board selected to represent it in any matter covered by this Agreement as evidenced by a letter of appointment executed by the Board Chairman or the Clerk of the District. The exercise of the foregoing powers and duties by the Board, the adoption of policies, rules and regulations, and furtherance thereof, the use of its judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement and applicable laws of the State of Montana and of the United States of America.

### **Article 2--Recognition of Association**

#### ***Section 1 - Recognition***

The school district recognizes the Lambert Education Association as the representative of teachers employed by the school districts, which representative shall have those rights and duties as prescribed by the Collective Bargaining Act, and as described in this Agreement. The school district agrees not to bargain with or recognize any teachers' organization other than the representative or party agreed upon by the Lambert teachers for the duration of this Agreement.

#### ***Section 2 — Appropriate Unit***

A) The Association shall represent members, of the appropriate unit which shall consist of all teachers of the school district who are certified in Class 1,2,5, or 6 as provided in Section 20-4-106 School Laws of Montana, and whose position calls for or requires such certification, but shall exclude the following: the superintendent, principals, administrative assistant and substitute teachers.

## **Article 3—Association Rights**

### ***Section 1 — Dues Check off***

The school district shall deduct from the salaries of teachers, such monies for the Association as said teachers individually authorize the school district to so deduct. Commencing in September and each month thereafter the school district shall deduct in 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 monthly payments of the teacher's current contractual salary.

### ***Section 2 — Information***

The school district agrees to furnish to the Association upon written request to the superintendent such information, or access to such information, as is not confidential and is available.

### ***Section 3 -- Use of Facilities & Equipment***

- A. The Association shall have the right to use available school buildings and equipment.
- B. Scheduling shall be subject to approval of the superintendent or school district in advance of the time and place of such meetings.
- C. The Association shall not conduct meetings during the 20 minutes prior to the first classroom bell, during instructional time, nor during the 20 minutes after the last classroom bell.

### ***Section 4 — Calendar***

The school calendar shall be developed by the Administration and Association for final approval by the Board.

## **Article 4 – Teacher Rights**

### ***Section 1 – Teacher Discipline.***

No teacher shall be reduced in compensation or suspended without pay or dismissed during the term of his/her annual individual contract except for good cause. In the event of dismissal during the term of a teacher's annual individual contract, the teacher may elect to pursue his/her statutory appeal right, as provided by Section 20-4-207 M.C.A.

### ***Section 2 – Termination – Tenured Teacher.***

In the event of the non-renewal of a tenured teacher's employment contract for an ensuing school year, the teacher may elect his/her statutory right to appeal as provided in Section 20-4-204 M.C.A.

### ***Section 3 – Termination – Non-Tenured Teacher.***

The Board may non-renew the employment of a non-tenured teacher pursuant to Section 20-4-206 M.C.A. Such non-renewal shall not be subject to the grievance procedure provided that the District has complied with the provisions of teacher evaluation contained in Article 7.

#### ***Section 4 – Reduction in Force.***

In the event that the School District determines to reduce the staff, it shall determine which staff members are subject to the reduction in force based on the following:

- A. In determining the order of teachers to lay off, the Board will consider seniority, teacher certifications, teacher evaluations, (if any such evaluation reflects less than acceptable performance) and the needs and requirements of the School District. Seniority shall be the primary consideration, but the Board may deviate from seniority based on the above criteria.
- B. Non-tenured teachers shall not acquire seniority until such teachers acquire tenure, and upon acquisition of tenure, the seniority date of such teachers shall relate back to their first day of continuous service to the School District as a teacher. Long term substitute service under contract, immediately prior to regular contract service, shall be counted toward a teacher's seniority. No teacher shall obtain seniority rights unless regularly employed at least half-time by the School District.
- C. Seniority shall mean the number of days of continuous service during the regular school year commencing with the first day of actual service in the School District as a teacher including authorized leaves of absence allowed by the District pursuant to this agreement. If necessary the actual date of the initial contract may be used to determine seniority between teachers who have served the same number of continuous days (see (b) above).
- D. A seniority list shall be maintained by the School District which shall include teachers' names, date of initial contract, date of commencement of services to the District, qualifications, and certification. The list shall be provided to the Association and to teachers at their request. Each school year the School District shall cause such seniority list to be updated.
- E. Any teacher or the Association who requests the list and who disagrees with the order of seniority on said list shall have fourteen (14) working days thereafter to notify the School District of the disagreement, and the School District shall evaluate any and all such written communications and make such changes as the School District deems warranted.
- F. Nothing herein 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.

#### **Article 5--District Residency**

##### ***Section 1 - Residency***

- A. Except by special permission from the Board, teachers must reside in the district to teach in the Lambert Schools.
- B. Special permission may be granted by the Board after a written request and/or a personal appearance at a board meeting by the teacher requesting to live outside the district.

## **Article 6 Working Conditions**

### ***Section 1 - School Hours***

- A. Classroom hours shall be determined by a schedule to be agreed upon by the Board and the Association.
- B. Teachers shall be in the school building from 20 minutes before the first classroom bell until 20 minutes after the last classroom bell.
- C. Early dismissal will be allowed on all Fridays according to the adopted class schedule. The day preceding a school holiday when students have left their rooms and bus students are safely on their way, the administration shall determine dismissal time.
- D. Prep Time
  - i) All High School and Junior High School teachers shall have at least one period daily for planning and preparation. An Elementary teacher may use for preparation all times during which the class is receiving instruction from teaching specialists, such as music, physical education, foreign language, library classes, counseling etc. This time should be equal to at least one High School period in length.
  - ii) Preparation period shall not consist of any portion of daily lunch periods, recesses, or any period of time before the first classroom bell or after the last classroom bell.
- E. Duty free lunches shall be scheduled for all teachers on a rotating basis.

### ***Section 2 — Additional Activities***

- A. Teachers shall also perform additional duties beyond the basic duty day, as required to attend to those matters requiring their attention. These activities include consultations with parents, faculty meetings, open houses, supervisory and extracurricular activities, curriculum meetings, and parent conferences.
- B. Teachers wishing to take tickets at ball games shall be compensated at a rate set forth by the Co-op Committee.
- C. Current employees of the Lambert School District will be able to attend home athletic events free of charge.

### ***Section 3 — Telecommunicating Classes***

- A. Definitions: Telecommunications will be defined as the teaching of students via a two-way interactive television system.
- B. Educational Alternative: Telecommunicating can be used to create an educational opportunity in this district under the following conditions:
  - i) When a class cannot be offered due to the district's inability to employ a properly licensed teacher.
  - ii) To provide enrichment or expand learning activities to students in addition to established classes in the district.

B) Voluntary Assignment: Any telecommunicating teaching assignment (i.e.: teacher who is being telecast) will be made only with the mutual consent of the teacher involved. If no teacher volunteers to accept such an assignment, the district may employ additional teacher(s) subject to the provisions of the negotiated agreement.

## **Article 7 – Complaints and Evaluation.**

### ***Section 1 – Complaints.***

A teacher will be informed of any complaints regarding the teacher made to any member of the District’s administrative staff if such complaint will be placed in the teacher’s personnel file or be used in any manner to evaluate the teacher. Once informed, the teacher has the opportunity to respond to and/or rebut such complaint in writing within ten (10) working days after receiving the information concerning such complaint including any written material in connection therewith.

### ***Section 2 – Yearly Evaluations.***

The District or its designee will evaluate in writing all non-tenured teachers twice each school year by December 15 and March 15 and all tenured teachers once each school year by March 15. The evaluation dates may be extended by the District for a reasonable time if the District has good cause for doing so. However, should an extension be necessary, it shall not be any longer than one (1) month (i.e.; January 15 and April 15 respectively).

### ***Section 3 – Evaluation Reports.***

Written evaluation reports will be discussed with the teacher within 15 working days of the evaluation. A copy of the report will be given to the teacher at that time, and a copy of the report shall be placed in the teacher’s personnel file. Should a teacher believe his/her evaluation is incomplete or inaccurate, he/she may submit a written rebuttal, which shall be attached to the evaluation. Any rebuttal to any evaluation must be provided to the Superintendent within fifteen (15) working days of the teacher receiving his/her evaluation.

Teachers shall sign and date all evaluations to demonstrate that he/she had an opportunity to review the evaluation. This signature shall not be construed to indicate the teacher agrees with the evaluation’s content.

### ***Section 4 – Uniform Evaluation Instrument.***

The School District shall maintain a uniform evaluation instrument for all teachers. The evaluation instrument will be provided to all teachers at the beginning of each school year during teacher PIR/Inservice Days which shall be the complete instrument the District will use for that year.

### ***Section 5 – School District Policy.***

Except as provided in this Article, evaluation and evaluation procedures shall be a matter of School District policy and shall not be a part of this Agreement. Furthermore, except as otherwise provided in this Article, nothing shall limit the School District from supplementing evaluation procedures, nor shall anything herein preclude the School District from evaluating the teacher’s total performance as a teacher in the School District.

## **Article 8--Professional Compensation**

### ***Section 1-Salaries***

- A. Salaries of teachers covered by this Agreement are set forth in Appendix A.
- B. All incoming teachers will be given full credit (up to twelve years maximum) on the salary schedule set forth in Appendix A for full time, certified, contracted, teaching experience in any state accredited school teaching position.
- C. Teachers working part-time will be promoted in full year increments on the salary schedule, but will be prorated for salary, insurance, leaves and bonus.
- D. A teacher's salary will be adjusted upon completion of an additional 15 quarter credits or the equivalent. (15 Quarter Credits = 10 Semester Credits)
  - i) A teacher shall notify the Superintendent of their intent to move on the salary schedule by March 1.
  - ii) A Transcript or Grade Report should be provided to the Superintendent by September 30 of the year in which the advancement is requested.
  - iii) Qualification for advancement on the salary schedule shall be limited to credits taken in the teacher's area(s) of certification.
  - iv) Other credits may apply to qualification for advancement on the salary schedule as they meet with prior approval from the Board.
- E. Teachers will receive their contract salary in twelve (12) payments. Payroll checks shall be issued on the eighteenth (18th) of each month or the preceding workday as necessary, and shall contain an itemized breakdown of the deductions. The last three checks (June, July, August) will be issued no later than June 18<sup>th</sup>.
- F. Teachers may elect to participate in a Tax Sheltered Annuity of their choice.
- G. The District shall participate in the State Teachers' Retirement Program.
- H. Teachers will receive up to ~~\$150~~ **\$225** for compensation for fall teachers' convention upon proof of registration, lodging, and travel expenses.
- I. New teachers to the district with zero-two years of experience will be frozen at Step Three until they have reached three years of teaching experience. This provision does not include advancement for credits earned to move horizontally on the salary schedule.

### ***Section 2 -- Extra-Curricular***

- A) Extra-Curricular salaries are set forth in Appendix B of this agreement.
- B) When Extra-Curricular positions are open, the teaching staff will be considered.

### ***Section 3 - Severance***

- A. Upon termination of services to the District, a teacher shall be paid in lump sum for the days of unused sick leave (maximum of 50 days) at a rate of twenty dollars (\$20) per day.
- B. To qualify for severance pay, the teacher must have completed 5 years (or be completing the 5<sup>th</sup> year) of service in the districts. Also, the Board must be notified by the teacher of the teacher's resignation by April 15th.

### ***Section 4 — Counselor Compensation***

The school counselor shall have up to 60 additional hours for the purposes of preparing, compiling and interpreting permanent records for the superintendent and school board. This may be placed on either end of the school year as agreed upon by the counselor, superintendent, and school board. The pay will be pro-rated at the counselor's contracted rate of pay for each particular school year.

### ***Section 5 – Moving Expense Compensation.***

New employees to the District will be reimbursed for moving truck/van rental fees and gas for a maximum up to two vehicles. It is the expectation of the board that the shortest route from the teacher's current place of residence to Lambert will be utilized. Reimbursement shall be made to the teacher in accordance with the Board's approval only upon the submittal of receipts and other documentation which verify the expenditures made by the teacher for such moving expenses.

### ***Section 6 - Cafeteria Plan Expenses***

The district will pay the monthly administration fee for each teacher.

## **Article 9--Insurance**

### ***Section 1 - Health***

- A. The school district will contribute \$10,470.00 for 2020-2021; \$11,308.00 for 2021-2022, annually per teacher to the District's cafeteria plan, with the amount adjusted according to Section I-B, for the purpose of providing benefits, including a selected major medical health insurance program.
- B. Teachers electing not to be covered by the health insurance policy will receive a lump sum contribution into a 403 b-of their choice in the amount of \$3,000 annually. A sum of \$2000 for each teacher choosing not to participate in the major medical health insurance plan will be paid into the insurance pool.
- C. The district will adopt a pre-tax payment plan for insurance and cafeteria plans. The district will pay all startup and maintenance costs of the plan.
- D. The Association will develop a committee to determine the distribution of the insurance pool. This committee will report the distribution to the clerk prior to the first pay period.

### ***Section 2 ~ Liability***

The district shall carry a liability policy which covers teachers employed by the district in accordance with 2-9-305, MCA,



## Article 10 Leaves

### *Section 1 - Calculation*

All leaves shall be taken in full period increments.

### *Section 2 -- Sick*

- A. Each teacher of Lambert Public Schools shall be granted seventeen (17) days of sick leave per year accumulative to seventy (70) days.
- B. Employees absent for five (5) consecutive work days shall produce written evidence of being under a doctor's care.
- C. Sick Leave Bank - a sick leave bank will be offered to certified employees. The purpose of the Sick Leave Bank is to provide employees with additional sick leave days needed to recover from major illness or injury which causes absence from work and subsequent loss of pay.

#### i. Administration

- a. The Sick Leave Bank shall be administered by the Sick Leave Council in conformance with the regulations set forth in this agreement.
- b. The Sick Leave Council shall be composed of three (3) certified staff who have joined the Sick Leave Bank, all to be appointed by the Lambert Education Association (LEA). One (1) Council member must be an LEA officer, one (1) member from the elementary staff one (1) member from the high school staff. The Council shall annually review and/or revise the guidelines, rules, regulations and reporting procedures necessary to implement the Sick Leave Bank. The guidelines, rules, and regulations shall be subject to approval of the Board of Trustees and the LEA.

#### ii. Membership

- a. The enrollment period shall be within the first five (5) days of the school year or within five (5) working days after initial employment. Employees must donate a minimum of (two) (2) days of personal sick leave to be eligible for membership. When an employee has contributed a total of 4 days, no further donation will be necessary unless the sick bank capacity falls below 50 days, at which time employees who have contributed a total of four (4) days will donate 1 day until the total of the sick bank exceeds 65 days. Days donate shall be non-returnable to the donor as accumulated personal sick leave in the event of loss of membership or separation or transfer from the district

#### iii. Rules and Regulations

- a. The Sick Leave Council shall accumulate unused Bank days from year-to- year to a maximum capacity, which shall not exceed 125 days.
- b. The maximum number of days that shall be available for withdrawal for each eligible employee's use in any one (1) school year shall not exceed 25 days.
- c. Employees must deplete their personal, sick leave, and coverage periods before being eligible for the Sick Leave Bank's services.

- d. The employee, or his/her designated person (when the employee is incapable), shall secure written evidence from the school district business office that all accumulated personal sick leave has been used.
  - e. The employee, or his/her designated person (when the employee is incapable), shall secure written proof from a medical doctor of the illness or injury, adequate to protect the District against malingering and false claims or illness.
  - f. The employee, or his/her designated person (when the employee is incapable), shall submit a written request for the desired number of sick days to the Sick Leave Council. The request shall include reasons for the absence, and be accompanied by the supporting documents listed above (d & e).
  - g. The employee, or his/her designated person (when the employee is incapable), shall give written notice of the employee's "back-to-work" date. Also, if return to work shall be on a part-time basis, this must be specifically noted, as well as any other subsequent related visits to the doctor's office or medical facility during school hours.
  - h. The Sick Leave Council shall make a final approval or disapproval in full or in part in writing to the District Office. Grants will normally be retroactive. However, the Sick Leave Council may grant days in advance when the circumstances warrant it and is supported by appropriate medical evidence.
- iv. Due Process.
- a. Each member of the Sick Leave Bank will be guaranteed and afforded "Due Process" through the Sick Leave Council; however, actions of the Sick Leave Council are not subject to the Grievance Procedure as outlined in the Master Agreement.

### ***Section 3 - Extended***

An additional ten (10) days of sick leave will be granted for which the employee receives the difference between contract salary and pay for a substitute. A doctor's certificate may be required if the Board desires.

### ***Section 4 - Personal***

Each staff member may take personal leave providing the following conditions are met:

- A. Four (4) days per school year limit with full salary.
- B. These days are non-accumulative.
- C. Superintendent must be notified as far in advance as possible.
- D. Staff members will not abuse this clause.
- E. Personal leave will be given depending upon the availability of a substitute.
- F. No more than three days may be taken consecutively.

- G. Personal leave will not be available to a staff member the first two (2) weeks of school. Special consideration of personal leave shall be given by the Superintendent.
- H. At the end of the school year, the District agrees to buy back any unused Personal leave days at rate of forty dollars (\$40) per day up to a maximum of four (4) days.

### ***Section 5 — Compassionate Leave***

Five (5) days of Compassionate leave may granted each year on a non-accumulative basis to be used in cases of illnesses of designated group (listed below), or death(s). This leave will be granted at the discretion of the Superintendent and is designed to include the following: friends, students, colleagues and immediate family (husband, wife, son, daughter, step-daughter, step-son, father, mother, brother, sister, step-mother, step-father, step-brother, step-sister, father-in-law, mother-in-law, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, aunt or uncle). In the event that an employee loses two members of their immediate family in one contracted year, an additional 5 days will be given.

### ***Section 6 ~ Professional***

Three (3) days of professional leave will be allowed each teacher per year providing the following conditions are met:

- A. The leave is for visiting other schools, attending educational conferences, workshops, or conventions.
- B. These days are non accumulative with full salary.
- C. The Superintendent must be notified at least two working days in advance.
- D. Teachers have the option to borrow up to two (2) days from consenting teachers with the approval of the Superintendent.
- E. Professional leaves required by written action of the school district (Board) shall not reduce any other leave.

### ***Section 7 – Family Medical Leave.***

- A. An employee who has been employed by the District for twelve (12) months and who has completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to leave under the Family and Medical Leave Act of 1993 (“Act”) in accordance with its provisions and the provisions of this Section 7.
- B. For purposes of determining an employee’s leave entitlement under the Act, the 52-week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.
- C. Each employee on unpaid leave under the Act shall remain responsible for paying such employees health care insurance premiums.
- D. Employees on leave are expected to return to work at the expiration of any leave granted under this section.

- E. Employees shall use all accumulated sick leave while on leave under this section prior to being on unpaid leave and shall be on unpaid leave following the exhaustion of all such accumulated leave.

***Section 8 - Other***

- A. Any other leave of absence taken will be at the discretion of the Board and Superintendent.
- B. Leaves for civic duties shall be excused and not reduce any other leaves.
  - a. These leaves include but are not limited to: jury duty, elections board or representing Lambert Public Schools at legislative hearings. That teacher shall have the option of giving up to the district 1/187 of the contracted rate of pay, or the equivalent of the stipend for each day that it was received, whichever is less.
- C. A teacher who subs during their prep for another teacher shall be compensated on a period by period basis. These coverage periods will be maintained separately from regular leave forms. Coverage period can be carried over from year to year, but will not be compensated monetarily upon termination of contract. The use of leave in this manner still requires authorization of administration. Teachers must use the established system for tracking coverage periods. A teacher may only cover for one teacher per prep period per day.

***Section 9 - Association***

- A. A maximum of four (4) days may be used for Association Leave.
- B. A maximum of two (2) teachers may be gone on the same days.

***Section 10 — Penalty***

The ***Board*** of Trustees reserves the right to withhold the teachers daily salary when the teacher is absent from work on days determined by the Board to be of non-emergency nature and for days absent beyond all leave provision.

## ***Section 11 — Fall Teachers' Convention Substitutions***

If a certified staff member decides to substitute participation in fall teachers' conventions by completing coursework/professional development, they must do so by following these guidelines:

- a. Course must be relevant to your field of teaching and job assignment
- b. College course/Professional Development must be equivalent to at least 12 OPI hours (1 semester credit = 15 OPI hours, 1 quarter credit = 10 OPI hours)
- c. Classes must be completed in the time period after the previous year's fall teachers' conventions and before the current year's fall teachers' conventions.
- d. Classes must be taken at the teacher's expense – the district cannot pay for registration fees, lodging, transportation, meals, etc. including the use of a school vehicle – the teacher pays for the complete cost of taking the course.
- e. Proof of professional development must be provided by November 12<sup>th</sup>.

## **Article 12 – Grievance Procedure**

### ***Section 1.***

The District and the employees acknowledge it is desirable for the parties to attempt to resolve problems through informal communications as quickly as possible to the satisfaction of both parties. Nothing contained herein shall be construed to prevent an employee from discussing and resolving a problem with the Superintendent.

### ***Section 2 – Definitions and Interpretations.***

- A. A grievance shall mean an allegation of a violation, misapplication, inequitable application, or misinterpretation of any term or terms of this Agreement.
- B. An “aggrieved employee” or “grievant” means a School District employee, group of employees who is or are a member or members of the appropriate bargaining unit making the claim, or the Association.
- C. The time limits provided in this grievance procedure shall be strictly observed but may be extended by written agreement between the grievant and the School District.
- D. Reference to days regarding time periods in this grievance procedure shall refer to teacher work days except during the summer months when school is not in session in which case the time period shall be measured by week days if a grievable occurrence occurs less than ten (10) teacher work days prior to the last teacher work day in a work year
- E. In computing any period prescribed or allowed by procedures herein, the date of the act, event or default from which the designated period of time begins to run shall not be counted.
- F. The filing and service of 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.
- G. Failure of the grievant to file a grievance or appeal to the next step within the time limits prescribed herein shall act as a bar to the filing of the grievance or to any further appeal, and an administrator's or the Board's failure to render a decision within the time limits presented herein shall permit the grievant

to proceed to the next step.

- H. A form which must be used for the presenting of grievances shall be attached to this Agreement as an addendum. Grievances shall not be valid for consideration unless submitted in writing on the appropriate grievance report form, attached as an addendum hereto, to the Superintendent.

***Section 2 – Right to Representation.***

- A. At least one Association representative is entitled to be present for any hearing, appeal, or other proceeding beginning at Step III, so long as the meeting relates to a grievance which has been presented pursuant to the provisions of this Agreement.
- B. If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step II. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving a supervisor may be filed by the Association in Step II.
- C. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step I.
- D. The Association on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant.

***Section 3 – Adjustment of Grievance.***

The grievant and the School District shall attempt to adjust all grievances as follows:

**Step I.**

If a grievant believes there has been a grievance, he/she shall discuss the matter with the Principal to arrive at a satisfactory solution. The Association may be invited by the teacher to attend such discussion. However, the Association will be notified in writing of the disposition of the matter and the Association acknowledges such disposition is not inconsistent with the terms of this Agreement. If the grievance is not resolved as a result of this meeting, the grievance shall be reduced to writing on the form attached to this Agreement as an addendum, which sets forth the facts and the specific provisions of this Agreement allegedly violated and the particular relief sought. An alleged grievance must be presented in writing on the appropriate form attached hereto as an Addendum, to the Superintendent within ten (10) days of the occurrence of the event, or within ten (10) days of the time that the grievant through the use of diligence should have known of the alleged grievance.

**Step II.**

The Superintendent shall meet with the grievant and his/her Association Representative within ten (10) days of receipt of the written grievance to discuss the issues and within ten (10) days of the meeting shall submit his written decision to the grievant and the Association.

**Step III.**

If the grievance is not resolved at Step II, the grievant may appeal the Superintendent's decision in writing to the Board of Trustees within ten (10) days of receipt of the Superintendent's decision. The grievant and his/her Association Representative, and the Board shall mutually select a date on which to meet to discuss the grievance, within thirty (30) days after submission to the Board of Trustees. The Board shall provide a written response to the grievant and the Association within ten (10) days following such meeting.

**Step IV.**

1. If the grievance remains unsolved at the conclusion of Step III, it may be submitted for binding arbitration only at the option of the Association provided written notice of the request for submission to arbitration is delivered to the Superintendent's Office within ten (10) days after the date of receipt of the response at Level III.
2. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit a list of five (5) names. The parties shall select an arbitrator by alternately striking names from the list, and the final name remaining shall be the arbitrator.
3. Rules and procedures governing the hearing shall be fixed by the arbitrator and the award, when signed by the arbitrator, shall be final and binding and may be enforced in a court of competent jurisdiction.
4. The arbitrator shall have no power to add to, subtract from or alter or vary in any way, the express terms of this Agreement, nor imply and restriction or burden against either party that has not been assumed in this Agreement. The Board and the aggrieved party shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
5. The fees and expenses of the arbitrator and other costs of the arbitration shall be shared jointly and equally between the Board and the Association. Neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to share the cost of such record shall be deemed a waiver of the party's right to access to the records.

#### ***Section 4 – Miscellaneous Provisions.***

- A. Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party, the Association, and all parties of interest to be present.
- B. Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.
- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
- D. Should the investigation or processing of any grievance require that a teacher or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- E. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the Personnel files of the participants.

#### ***Section 5 – Election of Remedies and Waiver.***

The aggrieved party may have the grievance resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the school an action or complaint that seeks the same remedy. If a grievant or the exclusive representative files a complaint or other action against the school, arbitration seeking the same remedy may not be filed or pursued under this section.

## **Article 13--Teacher Release from Contract**

### ***Section 1 — Contract Release***

- A. A dated letter of resignation must be received and signed by the district clerk and/or superintendent. Teachers will be released from their contract provided the following schedule of payment is paid to the District prior to release. This payment is in lieu of revocation of certificate and will be assessed as follows:
- a. Teacher contract date to July 1-\$2000.
  - b. Teachers wishing to resign after July 1 must petition the board for release AND pay \$2,500 if the release petition is approved.
- B. Teachers wishing to resign from contract obligations as a result of circumstances beyond their control may request that the board release them from the penalty ramifications.

### ***Section 2 - Mid Year Penalty Schedule***

- A. Salary and Insurance payments will cease.
- B. Housing Agreement will be terminated.
- C. Penalty as referenced in Article 13 Section 1.

## **Article 14 – Contractual Conditions**

### ***Section 1 – Duration of Agreement.***

All provisions of this Agreement shall be effective July 1, 2020, except as otherwise provided herein. The Agreement will remain in full force and effect until June 30, 2022. Said Agreement will automatically be renewed and will continue in full force and effect for additional period of one year unless either party gives notice to the other, not later than January 1, prior to the aforesaid expiration date or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over the terms of a successor agreement.

### ***Section 2 – Changes in Agreement.***

This Agreement constitutes Board policy for the term of said Agreement. During its terms this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

The contract may be opened upon consideration of a four-day week. This would be to address the transition from days to hours.



***Section 3 – Effect.***

This Agreement constitutes the full and complete Agreement between the School District and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Article 15 Savings Clause**

***Section 1 — Savings***

If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in full force and effect.

Appendix A

2020-2021 Lambert Salary Schedule

BASE 31651  
 Start Experience At 33676  
 Experience Increment (Step) 675  
 Additional Master's Increment (Step) 300  
 Education Increment (Lane) 550

Experience	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
0	31651	32201	32751	33301	33851	34401	34951
1	32326	32876	33426	33976	34826	35376	35926
2	33001	33551	34101	34651	35801	36351	36901
3	33676	34226	34776	35326	36776	37326	37876
4	34351	34901	35451	36001	37751	38301	38851
5	35026	35576	36126	36676	38726	39276	39826
6	35701	36251	36801	37351	39701	40251	40801
7	36376	36926	37476	38026	40676	41226	41776
8	37051	37601	38151	38701	41651	42201	42751
9	37726	38276	38826	39376	42626	43176	43726
10	38401	38951	39501	40051	43601	44151	44701
11	39076	39626	40176	40726	44576	45126	45676
12	39751	40301	40851	41401	45551	46101	46651
13	40426	40976	41526	42076	46526	47076	47626
14	41101	41651	42201	42751	47501	48051	48601
15	41776	42326	42876	43426	48476	49026	49576
16		43001	43551	44101	49451	50001	50551
17		43676	44226	44776	50426	50976	51526
18			44901	45451	51401	51951	52501
19			45576	46126	52376	52926	53476
20				46801	53351	53901	54451
21				47476	54326	54876	55426
22					55301	55851	56401
23					56276	56826	57376
24						57801	58351
25						58776	59326
26							60301
27							61276

Teacher Name                      Yrs Exp      Yrs Exp      Education                                      2018-19  
 (actual)                      (paid)    Salary

2021-2022 Lambert Salary Schedule

BASE 32442  
 Start Experience At 34467  
 Experience Increment (Step) 675  
 Additional Master's Increment (Step) 300  
 Education Increment (Lane) 550

Experience	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
0	32442	32992	33542	34092	34642	35192	35742
1	33117	33667	34217	34767	35317	35867	36417
2	33792	34342	34892	35442	35992	36542	37092
3	34467	35017	35567	36117	36667	37217	37767
4	35142	35692	36242	36792	37342	37892	38442
5	35817	36367	36917	37467	38017	38567	39117
6	36492	37042	37592	38142	38692	39242	39792
7	37167	37717	38267	38817	39367	39917	40467
8	37842	38392	38942	39492	40042	40592	41142
9	38517	39067	39617	40167	40717	41267	41817
10	39192	39742	40292	40842	41392	41942	42492
11	39867	40417	40967	41517	42067	42617	43167
12	40542	41092	41642	42192	42742	43292	43842
13	41217	41767	42317	42867	43417	43967	44517
14	41892	42442	42992	43542	44092	44642	45192
15	42567	43117	43667	44217	44767	45317	45867
16		43792	44342	44892	50242	50792	51342
17		44467	45017	45567	51217	51767	52317
18			45692	46242	52192	52742	53292
19			46367	46917	53167	53717	54267
20				47592	54142	54692	55242
21				48267	55117	55667	56217
22					56092	56642	57192
23					57067	57617	58167
24						58592	59142
25						59567	60117
26							61092
27							62067

Teacher Name                      Yrs Exp      Yrs Exp      Education                                      2018-19  
 (actual)                      (paid)    Salary

Appendix B

Base	Percent	2018-19	2019-20
		\$30,273.00	\$30,879.00
Class Advisor (up to 2)	1.00%	\$302.73	\$308.79
Prom Advisor (up to 2)	1.10%	\$333.00	\$339.67
Student Council	0.55%	\$166.50	\$169.83
Annual	1.90%	\$575.19	\$586.70
Drama 1 (after school)	2.70%	\$817.37	\$833.73
Drama 2 (during school)	1.35%	\$408.69	\$416.87
FFA	5.10%	\$1,543.92	\$1,574.83
ITV	1.35%	\$408.69	\$416.87
Tech Coordinator	6.10%	\$1,846.65	\$1,883.62
NHS	0.55%	\$166.50	\$169.83
BPA	4.10%	\$1,241.19	\$1,266.04
School Trip Advisor	4.55%	\$1,377.42	\$1,404.99
<b>Mentor-\$250 first mentee/\$125 per additional mentee.</b>			

A \$50 stipend shall be awarded to BPA & FFA advisors when their students advance to state competitions.

For each additional and continuous year of extra-curricular involvement in a specific activity, advisors will earn an increase of 10% of the established base stipend for that activity. Returning advisors within the Lambert school system may bring in retain two (2) years experience.. Once an advisor reaches 10 years experience, the only increase on their compensation will be from base salary increases according to the salary schedule. Advisors that continue in the same positions from the 2017-2018 school year will retain their salaries earned from the previous stipend schedule, but will receive raises based upon the newly adopted advisor stipend schedule.

***A B***

*Extra-Curricular Salary Schedule 2016-2018 Continued*

**Lambert Co-op Salary Schedule**

Refer to schedule in Richey/Lambert Co-Op Handbook.

*APPENDIX C*  
*Grievance Form* Aggrieved Person:

Date Filed:

School:

Subject Area or Grade:

1. Date Grievance Occurred:

2. Witnesses to Grievance:

3. Provision of Master Agreement that has been violated

2. Statement/description of Grievance:

3. Action Requested or Relief Sought: (Attach additional sheet if necessary)

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

1. Decision of Superintendent:

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

2. Aggrieved Person's Response:

I ACCEPT the above decision

I HEREBY REFER the above decision to next step of the grievance procedure.

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

1. Date Received by Designee:

2. Decision of Board Chair:

\_\_\_\_\_  
Signature of Board Chair

\_\_\_\_\_  
Date

3. Aggrieved Person's Response:

I ACCEPT the above decision

I HEREBY REFER the above decision to next step of the grievance

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

Date Submitted to Binding Arbitration:

1. Arbitrator:

2. Decision of Arbitrator:

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

TO BE FILED IN SEPARATE GRIEVANCE FILE SEPARATE FROM PERSONNEL FILE OF AGGRIEVED.

APPENDIX D

School Calendar Page



APPENDIX E

Teacher's Employment Contract

THIS CONTRACT, Made and executed this \_\_\_\_\_, between the Board of Trustees of School Districts No. 86 & 4 of Lambert, Richland County, State of Montana, acting in the name of said district, hereinafter referred to as "School District", and \_\_\_\_\_, hereinafter referred to as "Teacher".

WITNESSETH:

1. The school district agrees to employ the Teacher and the Teacher agrees to teach or to perform related professional services, for the school year \_\_\_\_\_ for a period of not less than 180 nor more than 180 actual teaching days plus pupil- instruction-related days as determined by the School District and commencing on or about \_\_\_\_\_. The teacher agrees to attend a workshop as selected by the School District for a period of \_\_\_\_\_ day(s) prior to the first day of school.

2. In consideration for the Teacher's services as above contracted, the School District shall pay to the Teacher a sum of \_\_\_\_\_. \_\_\_\_\_ provided that if this instrument is the Teacher's first contract with the School District, said sum may be adjusted depending upon evidence of the Teacher's experience, training and education. Such evidence as is requested by the School District must be presented to the Clerk of the School District before September 1 of the year this contract is executed. The above mentioned sum, after all legal and agreed deductions, shall be payable on the 18th day of each month, commencing \_\_\_\_\_.

3. It is understood that the Teacher either holds a valid teaching certificate under the laws of Montana or will have obtained such certificate before September 25 of the year this contract is executed, otherwise, this contract is void.

4. The Teacher agrees to comply with the provisions of state law relating to teachings and with all adopted rules, regulations and policies of the Board of Trustees, which rules, regulations and policies are made a part of this contract by reference. The Teacher hereby acknowledges receipt of a copy of such rules, regulations and policies and further agrees to execute the directions of the District Superintendent other immediate supervisor.

5. The Teacher agrees to submit to a physical examination by a licensed physician or other licensed medical practitioner at the request of the Board of Trustees of the School District at anytime during the term hereof, the cost of such examination to be paid by the School District.

6. In the event this contract is terminated by application of state law or by mutual agreement prior to the expiration of its term, the contract sum shall be prorated on the basis of the number of teaching days plus pupil-instruction-related days served in relation to the total number of teaching days and pupil-instruction-related days in the school year.

7. Any termination of this contract by either party without mutual agreement (unless the contract be terminated pursuant to state law) shall subject the violating party to a penalty equivalent to 1/90th of the total annual salary stated above for each teaching day remaining in the school year at the time of such termination, and such penalty shall be assessed as damages in lieu of all other damages suffered by reason of such termination.

8. This contract shall not be modified or altered except in writing and signed by the parties hereto. In the event that this contract shall conflict with any earlier written contract of the parties hereto, the provisions of this contract shall prevail.

9. Teacher Release from Contract: Please refer to the language contained in Article 13 of the Master Contract.

10. This contract is null and void unless returned to the Clerk of School Districts No. 86 & 4 before \_\_\_\_\_ .

IN WITNESS WHEREOF, the chairman of the Board of Trustees and the Clerk of said School District by authority vested in them pursuant to Resolution passed by a majority of said Board, and acting in the name of said School District, have subscribed their names and affixed the seal of the School District, and the Teacher has subscribed his or her name upon duplicate counterparts hereof, on the day and year first above written.

ATTEST:

BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 86 & 4  
LAMBERT, MONTANA

By:

By:

(SEAL-IF USED)

(Signature of Teacher)

\_\_\_\_\_  
(Address)

\*\*\*Teaching Assignments:

Teaching Contract Salary

\*\*\*The Board reserves the right to reassign teaching duties due to change in staff, resignations and etc.

IN WITNESS WHEREOF, the Chairperson and Secretary of the Board, by authority vested in them pursuant to Resolution passed by a majority of the Board, have on behalf of the Board subscribed their names and affix the seal of the Board, and the President and Secretary of the Association, by authority vested in them by Resolution passed by the majority of the membership of the Association, have here subscribed their names on behalf of the Association.

BOARD OF TRUSTEES OF  
(Seal if used) DISTRICT No. 4 & 86 OF  
RICHLAND COUNTY, MONTANA

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

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

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

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

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

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

By: \_\_\_\_\_, School Board Rep

By: \_\_\_\_\_ School Board Rep

By: \_\_\_\_\_ School Board Rep