2019-2021

Master Agreement

for

Certified Personnel

Between

YELLOWSTONE COUNTY SCHOOL DISTRICT No. 7 and 7 - 70 Laurel, Montana and

LAUREL UNIFIED EDUCATION ASSOCIATION - CERTIFIED UNIT MFPE/NEA

TABLE OF CONTENTS

ARTICLE I – RECOGNITION AND JURISDICTION 5
A. Board Recognition 5
B. Association Recognition 5
C. Teacher Definition 5
D. Recognition Clause 6

ARTICLE II – RIGHTS OF THE BOARD 6

ARTICLE III – ASSOCIATION RIGHTS 6
A. Non-Jeopardy and Right to Organize 6
B. Information 6
C. Association Business 6
D. Communications Facilities 7
E. Exclusive Rights of the Association 7

ARTICLE IV – GRIEVANCE PROCEDURES 7
A. Definitions 7
B. Rights to Representation 7
C. Individual Rights 8
D. Procedure 8-9
E. Arbitration Costs 9
F. Jurisdiction of the Arbitrator 9
G. Exceptions to Time Limits 9
H. No Reprisals 9
I. Cooperation of the Employer 10
J. Personnel Files 10
K. Election of Remedies 10

ARTICLE V – LEAVES 10
A. Discretionary Leave 12
B. Bereavement Leave 12
C. Professional Leave 12
D. Association Leave 12
E. Leave of Absence 12-13
F. Family Medical Leave (FMLA) 13
G. Maternity/Paternity Leave 13
H. Jury Duty 13
I. Other Leave 13
J. Sick Leave Bank 13
K. Abuse of Leave 14
L. Approval of Leave 14

ARTICLE VI – INSURANCE 14
A. Insurance Contribution 14-15
B. Insurance Committee 15
C. District Obligation 15

D. Eligibility 15
E. IRS Section 125 / Flexible Benefit Plan / Tax Sheltered Annuity 15

ARTICLE VII – SALARY SCHEDULE 15
A. Salary Schedule 15
B. Initial Placement 16
C. Credits for Advancement 16
D. Masters Degree 16
E. Notification and Verification 17
F. Limitations 17

ARTICLE VIII – RETIREMENT 17

ARTICLE IX - WORK LOAD 17
A. School Term 17
B. Definition of School Day 18-19
C. Preparation Time 19
D. Extra Duties 19-20

ARTICLE X – OTHER WORKING CONDITIONS 20
A. In-Service Training 20
B. Residency 20
C. Political Freedom 20
D. Activity Tickets 20
E. Class Size 21
F. Assignments 21
G. Job Share 21-22

ARTICLE XI – TEACHER RIGHTS 22
A. Discipline 22
B. Appearances before Employer 22
C. Board's Right to Non-Renewal 22
D. Student Teacher 23

ARTICLE XII – INDIVIDUAL CONTRACTS 23
A. State Law to Control 23
B. Resignations 23
C. Resignations Accepted 23
D. Vacancies 23
E. Co-curricular Contract 23

ARTICLE XIII – STAFF EVALUATION 23
A. Purpose 23-24
B. Evaluation Committee 24
C. Instrument 24
D. Notification 24
E. Evaluation Concepts and Domains 24
F. Evaluator 24
G. Cycles & Schedules 24
H. Formal Evaluation Procedures 24-25

I. Descriptions of Overall Ratings……...25
J. Improvement Plan……25
K. Personnel File……...25-26
L. Individual Rights……..26

ARTICLE XIV – PROFESSIONAL DUES AND FEES 26
A. Dues Deduction Authorized..... 26
B. Notification and Transmittal of Monies.....26
C. Hold Harmless Clause 26

ARTICLE XV – EFFECT OF AGREEMENT 27
A. Savings Clause..... 27
B. Duplication and Distribution..... 27
C. No Strike Clause 27
D. Scope of Agreement..... 27
E. Severability Clause

ARTICLE XVI – DURATION OF AGREEMENT 28

APPENDIX A – 2019-2020 SALARY SCHEDULE..... 29

APPENDIX A-1 – 2020-2021 SALARY SCHEDULE……..... ……. 30

APPENDIX A-2 – 2019-2021 CO-CURRICULAR STIPENDS 31

APPENDIX B – CERTIFIED PERSONNEL CONTRACT ……...32

APPENDIX D – DEGREES OF CONSANGUINITY AND AFFINITY……34

APPENDIX E – COURSE APPROVAL FORM…….35

CERTIFIED PERSONNEL MASTER AGREEMENT
SCHOOL DISTRICT NO. 7 & 7-70, LAUREL MONTANA

THIS AGREEMENT, entered into this 12th day of June, 2017 between the BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 7 and 7-70, of Laurel, Yellowstone-Carbon Counties, State of Montana, acting in the name of said District, hereinafter referred to as the "Board", and the Laurel Unified Education Association – Certified Unit of Laurel, Montana, hereinafter referred to as the "Association".

ARTICLE I – RECOGNITION AND JURISDICTION

A. Board Recognition. 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 Chairperson 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 this Agreement and applicable laws of the State of Montana and of the United States of America.

B. Association Recognition. The Board recognizes the Laurel Unified Education Association-Certified Unit as the exclusive representative of the teachers employed by the Board for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment; or in regard to grievance as mentioned herein for all employees in the appropriate unit. The Board shall also recognize any agent of the Association selected to represent it in any matter covered by this Agreement who is evidenced by a letter of appointment signed by the President of the Association. Such recognition shall be for the duration of the Agreement.

C. Teacher Definition. Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to all employees in the appropriate unit.

1. A full time teacher shall be defined as a teacher who works a full school term for the normal school day. (See ARTICLE IX-WORK LOAD, sections A and C.)
2. Part-Time shall be defined as any teacher who works less than a full school term or less than a normal school day. Benefits, leaves, PIR days, and years of experience for salary placement and reduction to force for part-time teachers will be pro-rated according to the portion of the school day worked or portion of the school term worked. For purposes of years of experience on the salary schedule: 1) a teacher working 90 days will receive a full step on the salary schedule; 2) a teacher working less than 90 will receive no step on the salary schedule. A teacher who works less than a full day will have his/her experience on the salary schedule determined by dividing the total hours worked by seven (7). This number will constitute the full days worked for applying the formula for salary steps. The district reserves the right to require each teacher to attend more than the prorata share of PIR days with the extra days to be paid at the teacher's daily rate of pay.

D. Recognition Clause. The Board agrees to recognize and deal with the Association as the exclusive representative of the teachers for the term of this Agreement. The exclusive representative shall represent members of the appropriate unit which shall consist of all certified teachers employed at least half-time by the School District who are certified in Class I, II, IV, V, or VI (Speech Therapists and Psychologists), and whose positions call for or require such certification, but shall exclude the following:

1. Certified individuals who are not currently under contract to perform classroom teaching.
2. The Superintendent
3. Principals
4. Substitute teachers and casual or temporary employees who are not under a teaching contract.
5. Supervisors as defined by the Act.
6. All other employees.

ARTICLE II – RIGHTS OF THE BOARD

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

The Board retains all rights which are not specifically restricted by the Agreement.

ARTICLE III – ASSOCIATION RIGHTS

A. Non-Jeopardy and Right to Organize. Every teacher employed by the Board during the term hereof shall have the right freely to join and support the Association. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher with respect to the enjoyment of any rights conferred by this Agreement, The Collective Bargaining Act or any other applicable State or Federal law.

B. Information. The Board agrees to furnish to the Association, upon written request to the Superintendent, all information concerning the financial resources of the District, the annual financial reports and audits, register of certified personnel, agenda and minutes of all Board Meetings, available census data, and names and addresses of all teachers, salaries paid thereto and educational backgrounds. The above items will be furnished in accordance with law.

C. Association Business. Upon notifying the building principal or supervisor and receiving approval, the duly authorized representatives of the Association and its respective affiliates may transact official Association business on school property at reasonable times, provided that there is no disruption of the educational process.

D. Communications Facilities. The Association may post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which will be provided in each school building. The Association may use the teacher mail boxes, interschool mail service and school email accounts for communication to members. Association communications will be conducted before the beginning of the student day, at lunch, and after student release. Reasonable flexibility will be given to Association officers for urgent or time-sensitive matters.

E. Exclusive Rights of the Association. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the teachers.

ARTICLE IV – GRIEVANCE PROCEDURES

A. Definitions.

1. A "grievance" shall mean an allegation by a teacher, teachers, or the Association, resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.
2. A "grievant" is a teacher, or teachers, or the Association making the claim.
3. Days shall mean teacher work days, except as otherwise indicated.

B. Rights to Representation.

1. If a grievance has been formally presented, at least one Association representative shall be present for any meeting, hearing, appeal, or other proceeding related to such grievance.
2. 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 through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administration above the building level may be filed by the Association at Step Two.
3. The Association on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant.

C. Individual Rights.

1. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter with the appropriate supervisor and to have the problem adjusted without the intervention of the Association, as long as such disposition is not inconsistent with the terms of this Agreement. The Association shall be notified in writing of the disposition of any complaint related to the agreement. Exhaustion of the informal complaint procedure is not a prerequisite to invoking the formal grievance procedure.

2. Grievants may be represented at all stages of the grievance procedure by themselves, or, at their option, by an Association representative selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
3. If the grievant or the Association fails to file a grievance or fails to move a grievance within the time limits allowed in this procedure, then the grievance shall be considered waived and the parties have no further right to the grievance.

D. Procedure.

1. Step One. The parties acknowledge that it is usually most desirable for a teacher and immediately involved supervisor to resolve problems through free and informal communications. Within twenty (20) days of the occurrence or of knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.
2. Step Two. If the grievant or the Association is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the Superintendent. The Superintendent shall render his decision within ten (10) days of receipt of the appeal notice.
3. Step Three. Within ten (10) days of the receipt of the Superintendent's response, or if no response is given, the grievant or the Association may refer the grievance to the Board, provided the disposition of the grievance is not satisfactory. The Board shall request a meeting or hearing with the grievant, and/or the Association, to take place within twenty (20) days after receipt of the appeal. The parties shall have the right to include in the presentation such witnesses and counselors as they consider necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting or hearing the Board will have twenty (20) days to provide the grievant and the Association a written decision, together with the reasons for the decision.
4. Step Four: Binding Arbitration.
    a. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within ten

    (10) days of the receipt of the Board's written decision. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

b. Within ten (10) days after such written notice of submission to arbitration, the parties will submit a request to the Board of Personnel Appeals for a list of arbitrators all of whom would be members of the American Arbitration Association. If either party is dissatisfied with this list, then the parties will submit a request within ten (10) days to the American Arbitration Association for a list of arbitrators. With the exception of the selection procedures, the parties will not be bound by the rules and procedures of the American Arbitration Association. The party making the request will pay the filing fee.

c. The arbitrator selected will confer with the representatives of the Board and the Association and hold hearings as promptly as the arbitrator's schedule allows; the arbitrator will issue his/her decision no later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, from the submission date of the final statements. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

E. Arbitration Costs. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

F. Jurisdiction of the Arbitrator. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in with that grievance shall be consolidated for hearing before an arbitrator; provided, the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance. The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action.

G. Exceptions to Time Limits.

1. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties.
2. When a grievance is submitted on or after May 15, time limits shall consist of all week days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
3. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through this grievance procedure until resolution.

H. No Reprisals. No reprisals of any kind will be taken by the Board or the School Administration against any person because of participation in this grievance procedure.

I. Cooperation of the Employer. The Board Administration, and Association members will cooperate with any investigation undertaken in relationship to any grievance. Further, the Board and Administration will furnish the Association such information as is requested for the processing of any grievance. No teacher involved in the investigation, processing, or hearing of any grievance shall suffer loss of salary or benefits.

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

K. Election of Remedies. The grievant/Association may have the grievance resolved either by final and binding arbitration or by any other available legal or administrative method or forum, but not by both. After a grievance has been submitted to arbitration, the grievant/Association waives any right to pursue, against the school district, any action or complaint arising from the same facts or circumstances. If a grievant or the Association files a complaint or other action against the school district, arbitration of a grievance arising from the same facts or circumstances may not be filed or pursued under this Article.

ARTICLE V – LEAVES

A. Discretionary Leave. Full-time certified employees shall be entitled to twelve (12) days paid discretionary leave each school year to be used for health-related or personal business.

1. Accrual. Annual Discretionary Leave is earned each month but shall be available for utilization at the start of the school year. A teacher who does not fulfill his/her contract and leaves the employ of the District having used Discretionary Leave in excess of days earned, shall be monetarily liable for days used but not yet earned at his/her daily rate of pay. Any portion of the Teacher's annual Discretionary Leave allotment that is unused at the end of each contract year will be credited to the Teacher as Accumulated Sick Leave to be used for sick leave purposes.
2. Requests. Leaves for purposes other than health-related shall require prior approval of the Administration. Application for discretionary leave of more than 3 consecutive days for purposes other than illness should be submitted to the administration at least five (5) working days prior to the leave, except in the case of emergency. Earlier notification for scheduled absences is encouraged.
3. Exceptions. Discretionary leave for reasons other than illness *may not* be granted for the following circumstances:
    a. during the periods of emergency when there are an unusual number of teacher absences previously requested/scheduled and when there is an inadequate supply of substitute teachers available. The Superintendent will notify the Certified Staff when such periods of emergency occur when some leaves may not be granted.
    b. during the opening ten (10) school days or closing ten (10) school days of the school year.
    c. during building-specific Blackout Days to be determined by the Administration, not to exceed ten (10) days per year, due to but not limited to semester change and standardized testing.
    d. during Parent-Teacher Conference days.

e. during required District staff trainings when training will not be provided again and cannot reasonably be made-up or re-scheduled, provided that notification of the required training was made to the teacher prior to the request for leave.
f. during PIR days.

The Superintendent may consider unusual or special circumstances in granting exceptions to the above restrictions. Discretionary leave days can be used in connection with holidays.

4. Increments. Discretionary leave and accumulated sick leave may be taken in half-day, full-day, or one (1) hour increments.
   a. One (1) hour leaves are limited to a maximum of one (1) per occurrence. The Superintendent, at his/her discretion, may allow hourly discretionary leave on early release days in increments greater than one (1) hour but less than half-day to allow teachers to tend to serious medical issues.
   b. For one-hour leaves, the Teacher shall be responsible to find a certified staff member in the given building to cover his/her class during the release time. If the Teacher is unable to find a suitable replacement, a half-day of leave must be taken. For half-day and full-day leaves, the District shall find a substitute.
   c. One-hour leaves may be used to cover late arrival, provided the teacher self-reports to the building administrator upon arrival.
   d. Half-day and full-day leaves for purposes other than illness will not be granted when a Teacher has too few hours remaining in their annual discretionary allotment to cover the absence fully. When half or full days are taken due to illness, hours or days exceeding the Teacher's annual allotment will be taken from the Accumulated Sick Leave credited to the Teacher.

5. Accumulated Sick Leave. All Sick Leave accrued and accumulated prior to the 2011-2012 contract year shall credited to Teachers as Accumulated Sick Leave. Henceforth, unused Discretionary Leave will be credited to Teachers as Accumulated Sick Leave at the end of each contract year.
   a. Accumulated Sick Leave days cannot be used until a Teacher's annual Discretionary Leave allotment has been exhausted. Sick leave days that exceed the annual discretionary leave shall be deducted from the Accumulated Sick Leave days credited to the Teacher. Accumulated Sick Leave shall be used for absences due to illness or injury which prevent a Teacher's attendance and/or performance of duties at school. Sick leave may also be taken for the serious illness of members of the immediate family which shall consist of employee's relatives to the second degree of consanguinity and affinity (see appendix D). Serious illness is defined as illness that requires doctor's care and/or adult care and covers transporting of members of immediate family to the doctor or hospital.
   b. The School District shall notify each Teacher in writing, at least annually, the number of sick days accrued.
   c. Unused sick leave may be accumulated to a total of one hundred and thirty (130) days. After three (3) consecutive days of leave for illness, the School District may require a teacher to furnish doctor's note. Upon request the employee will have fifteen (15) days in which to provide the doctor's note.

B. Bereavement Leave. Each certified staff member shall have ten (10) days paid

bereavement leave each fiscal year, not accumulative and not chargeable to accumulated sick or discretionary leaves. These 10 days do not need to be taken consecutively. Bereavement shall be defined as death within the immediate family which shall consist of employee's relatives to the second degree of consanguinity and affinity (See appendix D). Additional bereavement leave days, as defined above, may be granted after evaluation by the Administration. It is understood that decisions made under this procedure are subject to the grievance procedure.

C. Professional Leave. Two (2) days of Professional leave with full pay will be made available to each teacher for the purpose of attending meetings beneficial to his/her teaching assignments or extra duties. Additional leave may be granted on a case-by-case basis at the discretion of the administration. Application for this leave shall be handled in the same manner as discretionary leave.

D. Association Leave. At the beginning of every school year, the Association shall be credited with twenty (20) days to be used by teachers who are officers or agents of the local Association; such use, with pay to be at the discretion of the Association. Leave time will not be credited against the Association for any meetings that would involve meetings of communication between management and union**.** All such leaves must be approved by the local Association President before they are submitted to the Superintendent. The Superintendent may find some Association activities merit additional Association Leave and is authorized with Board approval to grant such leave without having that additional leave credited against the original twenty (20) days.

E. Leave of Absence. Leave of absence may be granted by the Board of Trustees for educational purposes, extended personal or family illness after all accumulated sick leave is used, and serving in public office, and then only on an individual basis.

1. No increment shall be granted by the District for service of less than ninety (90) school days of the school year during which the leave was granted, except for purposes of serving in public office.
2. Previous accumulated sick leave earned (except by those taking leave of absence due to personal illness) and tenure shall be retained upon returning. Discretionary leave may not be earned during this leave. Assignment upon return may not be the same as that held previously, but it must be compatible with the training of the teacher involved. Seniority will be retained but not accrued during leave of absence.
3. See Article VI, Section D regarding eligibility for insurance while on leave of absence.

F. Family Medical Leave (FMLA): To be eligible for FMLA leave, an individual must meet the following criteria:

a. Have worked at least 12 months (which do not have to be consecutive) for the employer; and
b. Have worked at least 1,250 hours during the 12 months immediately before the date FMLA leave begins.

The FMLA entitles eligible employees of covered employers to take job-protected, unpaid leave for specified family and medical reasons. Eligible employees are entitled to sixty (60) workdays of leave in any twelve (12) month period.

G. Maternity/Paternity Leave. Leave under this provision will be in accord with the Family

Medical Leave Act (FMLA).

1. Leave of absence shall not affect seniority. Days of discretionary leave will be prorated.
2. The affected teacher shall be reinstated to his/her previously held position or to a similar position.
3. The employee's rights, under the rights of this agreement, shall be retained.
4. The affected teacher shall continue to be covered by group insurance.

H. Jury Duty. An employee called to appear for jury duty or otherwise subpoenaed to testify in court in any matter involving their role as a school employee shall not lose compensation from the District for the performance of such obligation. The teacher shall remit to the District any additional monies earned from the court or other party for the performance of this duty, except those granted for expenses or mileage. Alternatively, the employee may elect to use their discretionary leave to cover the absence and would then be entitled to keep any additional compensation received for their appearance in court.

I. Other Leave. Leave other than above shall be arranged for in advance and shall be charged against the contract salary at the teacher's daily rate of pay. Leaves under this category must be approved by the Superintendent.

J. Sick Leave Bank.

1. A sick leave bank will be established through the voluntary donation of one (1) accumulated sick leave day by each staff member at the beginning of each year. This Sick Leave Bank will be capped at 300 days. Additional donated days may be requested during a given year as the need arises. The days donated are non-returnable and remaining donations in the bank at the end of each year will carry over to the next year.
2. A teacher may access the bank when he/she has a serious personal illness or physical disability and has exhausted all of his/her sick and discretionary leave. A teacher seeking to access the bank must provide confirmation from a physician that the illness is serious in nature, either by the type of illness or due to the chronic nature of the illness.
3. Once a teacher returns to work, he/she will not have continued access to the bank unless (a) such a return is on an intermittent basis as provided for by the direction of his/her physician, or (b) the teacher's right to access is reestablished in accordance with the guidelines provided for in Item 2 of this Section.
4. No teacher is entitled to draw more than forty-five (45) sick leave days from the bank during any year.
5. A teacher may also access the bank in the event a teacher's spouse or child under that age of twenty-one (21) meets the requirements provided for in Item 2. of this Section. While using sick leave from the bank, the teacher may not receive pay or compensation from any other plans in which the District participates, either in full or in part. For purposes of this Section, compensation does not include District insurance contributions made pursuant to Article VI, Section A (2).

K. Abuse of Leave. Any abuse of leaves under this section shall be subject to disciplinary action.

L. Approval of leave. Unless otherwise stated, decisions regarding leaves of absences shall be made by the building principal or designated supervising administrator in the case of district specialists. If a leave is denied by the building principal or supervising administrator, the teacher may appeal that denial to the superintendent and subsequently to the Board of Trustees.

ARTICLE VI – INSURANCE

A. Insurance Contribution.

1. The District shall participate in a group health and accident insurance plan which covers the teacher and his/her family. In addition, the District shall provide each employee with a $15,000 one-year term life insurance policy and disability insurance.
2. One certificate of participation or policy shall be issued for each participating teacher using tiered rates as specified by the carrier. A participating teacher may combine his/her employer contribution with another participating teacher or participating employee to purchase one policy. All full-time teachers who are eligible to participate in the insurance plan selected in Section VI. B are required to participate, provided the carrier will cover said teacher(s). Part-time teachers may opt out of the insurance coverage. Teachers who do not participate in the insurance plan are not eligible for any benefit/District contribution provided in this Article.
   The District will contribute $645 per month for 2017-2019 for each full-time participating teacher for insurance benefits, including an IRS Section 125 Plan/Flexible Benefit Plan/Tax Sheltered Annuity. Any additional funds required over and above the School District contributions provided herein for insurance premiums or other benefits shall be deducted from the employee's paycheck/the appropriate IRS Section 125 Plan/Flexible Benefit Plan/Tax Sheltered Annuity.
3. Participating part-time (less than full-time but half-time or more) teachers will receive a pro-rated percentage of District contributions, provided the carrier will cover said teacher(s). The pro-rated share shall be the same as that portion (half-time or more) of the school day the teacher is contracted to work.
4. The Association hereby agrees to indemnify and shall hold the District harmless against any and all claims, demands, suits or other forms of liability, alleging marital status discrimination, including court cost, plaintiff's attorney fees, decisions, judgments, orders, interest, and/or penalties that shall arise out of the District's compliance with this Article, provided that the defense of any such claims, suits, demands 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 through representatives of its own choosing and at its own expense.

B. Insurance Committee. A committee comprised of two (2) certified employees appointed from that bargaining unit by that bargaining unit, two (2) administrators, two (2) School Board members, and two (2) support staff appointed from that bargaining unit by that bargaining unit will recommend an insurance carrier and policy/IRS 125 Plan/Flexible Benefit Plan/Tax Sheltered Annuity to the Board of Trustees. Selection of the insurance company and policy/IRS 125 Plan/Flexible Benefit Plan/Tax Sheltered Annuity shall be made by the Board of Trustees.

C. District Obligation. It is understood that the School District's only obligation is to pay the above stated amount or a prorated amount pursuant to Article VI, Section A.2 as stated above. The District shall not be liable for any claim made against it as a result of a denial of insurance benefits, IRS Section 125 plan, policy, or administrator. The District makes no expressed or implied warranty as to the performance of any annuity, insurance plan, insurance policy, flexible benefit plan, IRS Section 125 plan, carrier, or administrator.

D. Eligibility.

1. A teacher is eligible for District contribution as provided in the Article on the first day of the month immediately following the teacher's first duty day and shall remain eligible until and unless one of the following conditions exist:
   a. At the end of the month of the teacher's last duty day with the District.
   b. The teacher is placed on inactive status due to leave of absence or disability.
   c. Due to an injury, the teacher is placed on Workman's Compensation and is unable to work. In such a case, the teacher will be eligible for continued District contribution for up to four (4) months from the last day the teacher received wages from the district.
2. The District will continue contributions through August for those teachers who complete a full year's service under a standard full year teaching contract.
3. Insurance benefits will extend to the end of the month in which the teacher becomes ineligible.

E. IRS Section 125 / Flexible Benefit Plan / Tax Sheltered Annuity. A flexible benefit plan/IRS Section 125 plan/tax sheltered annuity shall be established as provided by Section B above for employees who wish to participate. The School District shall pay the set-up fee and the annual review cost of these plans/annuities. The participating employee shall pay the monthly continuation fee. The plan may include:

1. A contribution in accordance with IRS regulations for health care costs not paid by group insurance;
2. Insurance premiums not paid by the employer;
3. Dependent care costs, including qualified child and elder;
4. Tax Sheltered Annuity;
5. Other insurance options; and/or
6. Teachers may receive a stipend equal to the difference between the School District's contribution provided for above and that teacher's insurance premium(s). Such stipend shall not be considered salary for purposes of the teacher tenure statutes.

ARTICLE VII - SALARY SCHEDULE

A. Salary Schedule. A single salary schedule, adopted by the Board of Trustees and based on professional preparation and years of experience, shall apply to all teachers and shall become part of this agreement as set forth in Appendix A.

B. Initial Placement.

1. All teachers hired by the district are required to have a degree and a teaching certificate.
2. Any credits beyond the BA/BS column used for initial placement on the salary

schedule shall be in accordance with Section C.1. and Section D. of this Article. Courses which are deemed by a college or university to be applicable to a qualified graduate degree as outlined in C.1. and that were 1) completed prior to the attainment of the BA/BS and 2) were not necessary for the completion of the BA/BS shall be considered for salary placement as though they had been completed subsequent to the granting of the BA/BS.

3. New teachers shall be allowed one (1) year of certified teaching experience on the salary schedule for each full year of certified teaching experience outside the district. No more than eight (8) years of experience will be recognized. Teachers with 5 years or less will be placed at step 5 on the salary schedule and will be paid at that level until such time as their applicable teaching experience exceeds 5 years.

C. Credits for Advancement All courses taken after July 1, 2016, to be used for advancement on the salary schedule, require completion of the Course Approval Form (Appendix E) and approval by the Superintendent prior to enrollment in the course. Courses must be accredited by the National Council for Accreditation of Teacher Education (NCATE) or any State Board of Education. Acceptance or rejection of such courses shall be in writing by the Superintendent prior to enrollment in the course. In the event that such credits are rejected by the Superintendent, the affected teacher shall have the right to make an appeal to the Board to have the course(s) approved.

1. Graduate level courses from any accredited university or college will be automatically approved in the teacher's areas of endorsement or the field of education, provided the requirements of sections E and F of this Article are followed. Other graduate level courses not in the teacher's area of endorsement or field of education may also be approved.
2. Undergraduate level courses from any accredited university or college may be approved in the teacher's area of endorsement or field of education, provided the requirements of section E and F of this Article are followed. Other undergraduate level courses not in the teacher's area of endorsement or the field of education may also be approved.
3. Credits for extra-curricular clinics/courses which meet the criteria in number 2 will be capped. A maximum of four (4) credits of extra-curricular clinics/courses can be earned for advancement on the salary schedule for all teachers initially employed after June 1, 1987. Teachers already granted four (4) or more such credits will not be eligible for additional credits in this area. Proof of attendance at extra-curricular clinics shall be required to advance on the salary schedule.
4. For new teachers, applicable credits earned after initial hire but before 1st duty day will be counted for advancement. Following verification by official transcripts, the teacher's salary will be adjusted retroactive to the 1st duty day.

D. Masters Degree. The Masters Degree will be recognized on the salary schedule only if it is in the area(s) of the teacher's endorsement or the field of education.

E. Notification and Verification. The Clerk must be notified prior to September 1st if additional steps on the schedule are to be claimed. Verification of successful completion of course work must be made prior to issuance of the first month's pay.

F. Limitations. Increases on the salary schedule due to increased training earned after employment shall be no more than one (1) year of experience in the Years of Experience column and no more than one step or ten (10) semester credits in the training column.

ARTICLE VIII – RETIREMENT & SEVERANCE

A. For the purposes of this provision, a retiring teacher shall refer to someone who is both eligible and electing to receive benefits from Montana Teacher Retirement System. A teacher retiring after twenty (20) or more years of contracted service in the Laurel school system shall receive a payment of ten percent (10%) of the salary at retirement from the District. AND the greater of the following:

1. Service Credit. A service credit of $100 for each year of service in the Laurel School system, payable to the teacher upon retirement from the District, OR
2. Sick Leave Buyout. A buyout of accumulated sick leave days (total sick hours/7), paid at 7.5% (daily rate*.075) of the teacher's daily rate of pay.

B. Teachers electing to resign from the Laurel School District after twenty (20) or more years of contracted service in the Laurel school system will receive the greater of the following severance payment options:

1. Service Credit. A service credit of $100 for each year of service in the Laurel School system, payable to the teacher upon retirement from the District, OR
2. Sick Leave Buyout. A buyout of accumulated sick leave days (total sick hours/7), paid at 7.5% (daily rate*.075) of the teacher's daily rate of pay.

C. Notification: Teachers electing to retire or resign from the District must notify the district of their intent by February 1st of that year to be eligible for this benefit. If unforeseeable or extenuating circumstances make it necessary for a teacher to retire or resign from the District after the February 1st deadline, an employee can petition superintendent for an exemption.

D. The District will disperse retirement or severance funds on or before July 10th.

ARTICLE IX – WORK LOAD

A. School Term.

1. The school term shall be 187 days. There will be a maximum of 180 pupil instruction days. There will normally be 7 pupil instruction related days in a given year. The district may add two (2) additional PIR days to the school calendar for a total of 189 days. If the district elects to add the days, each teacher will be compensated at the rate of 1/187 of his or her contracted salary for each additional day.
2. High school and middle school counselors may be expected to work up to five (5) additional days before the school term and up to five (5) additional days after the school term. Each counselor will be compensated at the rate of 1/187 of his or her contracted salary for each additional day. Additional days worked will be flexibly scheduled and mutually agreed upon.
3. District staff may be expected to work additional days before and/or after the school term. The district staff will be compensated at the rate of 1/187 of his or her contracted salary for each additional day. Additional days worked will be flexibly scheduled and mutually agreed upon. Prior written approval from the Superintendent

is required to receive compensation for additional days worked

4. The District may offer additional days related to professional development before or after the school term. Teachers have the option of attending these days. Teachers may use these days for MEA replacement days. If compensation is offered, it will be at 1/187th of the base pay. Additional days will be flexibly scheduled and mutually agreed upon. A teacher's work day is defined under Article IX, Section B-1.

B. Definition of School Day.

Teacher Work Day. The normal Teacher Work Day shall be an eight (8) hour work day that begins between 7:30-8:30 a.m. for each school building. Each building will determine a start time prior to the beginning of each school year. This provision will sunset at the end of the 2019-2021 contract. All teachers shall receive a daily, uninterrupted, duty-free lunch period of 45 minutes. An exception may be made in unusual circumstances requiring supervision (assemblies, drills, field trips, etc.). The Teacher Work Day shall include at least 10 minutes, unstructured time before and after the Student School Day when teachers are available to students, upon their request.

1. Student School Day. The Student School Day shall begin when teachers commence assigned supervision of students and shall conclude at the final dismissal of students. The time the Student School Day commences and concludes may vary according to the needs of the educational program(s) of the School District. The Administration shall retain the right to schedule the Student School Day.

2. Alternative Teacher Work Day. By mutual agreement, a teacher and the School District may establish an Alternative Teacher Work Day to accommodate unique class schedules or instructional needs, provided that the day:
   a. consists of the same consecutive hours as the normal work day;
   b. consists of a 45 minute, duty-free meal break;
   c. has the required prep time in accordance with Article IX.C. ;
   d. includes adequate unstructured time when the teacher can be available to students upon request.
   e. is only to allow for special scheduling for instructional time, not to accommodate activities.

3. Wednesday Early Student Release. Except for special or unusual circumstances, students shall be released early on Wednesdays to allow for Building or District meetings, trainings, or assessments. The Superintendent shall reserve and schedule not less than thirteen (13) Early Student Release Wednesdays throughout the school year for classroom work to be determined by individual teachers. The time allotted under this provision shall be in addition to the regular teacher preparation time provided in Article IX.C.

4. Teacher Early Release. Teachers shall be dismissed twenty (20) minutes early on the last teaching work day of each week, except teachers assigned to bus or supervision duty on that day, provided that such duties have been assigned as fairly as possible within the building. All teachers shall share in the duties and the opportunity for early dismissal.

5. Pupil Instruction Related Day

Teachers will be provided with three (3) hours of time during the opening PIR days of the school year for teacher preparation time. The Administration shall retain the right to schedule the three (3) hours. This provision will sunset at the end of the 2019-2021 contract.

C. Preparation Time

Teacher preparation time shall be scheduled during the normal student school day and shall exclude the duty-free lunch.

1. Elementary Teachers. Elementary classroom teachers will be provided no less than 200 minutes of preparation time in a normal week. Elementary teachers will be excused from their classroom responsibilities while district specialists are teaching their students. An exception may be made in unusual circumstances requiring additional supervision.
2. Middle School - Middle school teachers who are on a team will be guaranteed a minimum of 400 minutes prep time over a two-week period (not counting team time). Middle school teachers who are not on a team will be guaranteed a prep time daily, the same minimum of 400 minutes in a two-week period. (The exceptions for 400 minutes would be in time periods shortened by holiday or calendar.)
3. High School Teachers. High School teachers will be provided one period out of the school day as a preparation period.
4. District Specialists. Each specialist will be provided no less than 30 minutes of preparation time each school day. For purposes of this section, district specialists will include:

   Elementary: Music, P.E., Librarian, Counselor, Title I, Special Education, Art, and Gifted/Talented.

   Middle School/High School: Counselor, Librarian, Title I, Special Education, and Gifted/Talented.
5. A teacher who is asked by an administrator, or the administrator's designee, to sub during his/her prep time may be allowed early dismissal from duty at 3:40 pm on that day, or on an alternate day within 5 school days of the day they sub, not to conflict with required meetings or trainings. The teacher will notify the principal in writing the day he/she intends to use the early dismissal. This allowance will sunset at the end of the 2019-2021 contract.
6. Nothing herein shall be used to prohibit a teacher or specialist from using a portion of this period for personal use within the building.

D. Extra Duties. In addition to their teaching assignments, teachers shall be required to perform the extra duties listed below. Building Administrators shall notify teachers of their extra duty assignments in writing at the beginning of the school year.

1. All teachers shall be required to perform, either periodically or in rotation, one or more extra duties such as Club Sponsor, Class Advisor, Bus Duty, Hall Supervision, Playground Supervision, or Other Building Assignment. Administrators shall attempt to balance and fairly distribute these extra duties among all staff in each building.
2. All teachers shall be required to attend no more than two (2) after-school/evening events (determined by Building Administrators) not to exceed five (5) hours total per year including but not limited to Open House, Journey Through the Arts, Science Fair, Project Fair, etc. Open Houses shall NOT be scheduled on the first day of PIR to allow

teachers to prepare. If only one (1) day of PIR precedes the start of the school year for students, teachers shall be given time that day to prepare.

ARTICLE X – OTHER WORKING CONDITIONS

A. In-Service Training. All teachers are expected to participate in a reasonable program of in-service training. Faculty meetings and study groups shall be considered a part of such a program.

B. Residency. Teachers may live in the community of their choice. Those not residing within the District shall notify the Superintendent.

C. Political Freedom. Full political freedom including voting, campaigning for office, and running for elected office, is guaranteed as long as such activities do not inject themselves into the school and classroom.

D. Activity Tickets. Faculty members who sell tickets at an extracurricular event shall receive an activity ticket for all home extracurricular events for themselves. Faculty members who sell tickets at two additional extracurricular events shall receive an additional activity ticket for all home extracurricular events. Faculty members will not receive more than two activity tickets. All duties performed for home extracurricular events beyond the normal school days shall be strictly on a voluntary basis.

1. Reduction to Staff. In the event the School District determines to reduce staff, the provisions of the Article shall apply. Definitions:
   a. Teacher: The term teacher as used herein shall refer only to tenured teachers, regularly employed at least half-time by the School District.
   b. Qualified: Qualified means a tenured teacher who is certified by the State Department of Public Instruction to teach at a particular level and endorsed in a particular subject area.
2. For purposes of a reduction in staff, qualified seniority shall be the criterion for lay-off.
3. Seniority shall be defined as the total length of teaching service in the appropriate school unit and seniority category.
4. A seniority list shall be prepared and made available to the Association at least thirty (30) days prior to any notification of lay-off.
5. Non-tenured teachers shall not acquire seniority. Upon acquisition of tenure, the seniority date shall relate back to his or her first day of continuous service.
6. The teacher with the least qualified seniority shall be laid-off first.
7. In the event seniority is equal for purposes of lay-off, advanced preparation shall be the controlling factor.
8. When there is an increase in teaching positions due to reinstatement of discontinued positions within one (1) year of the lay-off, the laid-off teacher with the greatest qualified seniority shall be offered re-employment.
9. When a position opens due to a death or retirement within one (1) year of the layoff, the laid-off teacher with the greatest qualified seniority shall be offered re-employment.

10. The teacher shall have twenty (20) calendar days from the date of receipt of such notice to accept re-employment. Notice and acceptance shall be made by certified mail return receipt requested. Failure on the part of the teacher to accept re-employment within twenty (20) calendar days shall constitute forfeiture on the part of the teacher to any further right of re-employment or reinstatement.
11. When placed on lay-off, a teacher shall maintain a current address with the Clerk of the School District.
12. The reinstated teacher shall not lose credit of any kind for previous years of service and future seniority shall be calculated from the date of initial employment in the District.

E. Class Size

Where maximum numbers within a particular building, subject area, or grade level must exceed current accreditation standards, all effort will be made to distribute excess students among the teachers assigned to that grade level or subject area.

F. Assignments

Teachers will be notified of assignments by July 1st. If a change to a schedule is made following July 1st, the teacher will receive a one-time stipend in the amount for $200. If a teacher requests a change of schedule and the request is granted, no stipend will be awarded. Changes to the schedule that qualify for the stipend must involve a change of grade level or subject. Changes in numbers of sections of preparation already assigned will not be eligible for the stipend.

G. Job Share.

1. A job share is the equal sharing of one full time regular certified position between two persons. Teachers who job share shall be considered part-time.
2. The district will evaluate a job share on an annual basis and reserves the right to terminate the job share situation at the end of any given school year.
3. Either teacher in the job share shall have the right to terminate his/her participation at the end of any given school term by notifying the superintendent in writing by April 1st, or the current contract year. When a job share is terminated, teachers will be eligible for placement in other comparable positions in the district.
4. Each teacher will be required as part of the contract to attend 3.5 PIR days each year. The district reserves the right to require each teacher to attend additional PIR days at teacher's daily rate of pay. Both teachers will be present at the beginning of the first and last student day for 1 to 2 hours to implement and conclude the year and program effectively.
5. Teachers will work out the exact division of the work days, schedules and duties with the building principal. All such arrangements will be at the discretion of the building principal. If one of the job share teachers substitutes for the other, he or she shall be paid at the district sub rate. This provision does not apply in situations where the teachers trade days or hours.
6. For purposes of salary placement and reduction to staff, a year of a job share position shall be counted as one-half (1/2) year of teaching experience.
7. Those teachers participating in a board approved job share on July 1, 1997, shall have their seniority adjusted on/before September 1, 1997, to reflect their board approved job share experience. Teachers in a board approved job share after July 1, 1997, will

accumulate seniority proportional to their full time equivalency. Those teachers participating in a board approved job share after July 1, 1997, will be allowed experience credit for longevity movement on the salary schedule proportional to their full time equivalency. Job share experience prior to July 1, 1997, will not be used to change a teacher's placement on the salary schedule.

ARTICLE XI – TEACHER RIGHTS

A. Discipline.

1. In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No teacher may be disciplined except for just cause. Any discipline will be subject to the grievance procedure provided for in this Agreement. Whenever possible and appropriate, informal conversations may precede progressive discipline.
2. The Board agrees to follow a policy of progressive discipline which includes written warning, written reprimand, and suspension without pay, with termination or dismissal as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

B. Appearances Before Employer.

At any time, a teacher shall be entitled to have a representative of the Association present for any appearance before the Board or Administration. During any formal investigative or disciplinary appearance before the Board or Administration concerning any matter which could adversely affect the teacher's position, employment, or salary, a teacher shall be given prior written notice of the reason for such a meeting or interview and be advised of the right to representation under this provision of the Agreement. After being informed of the right to representation, the teacher must request such representation in order to obtain it.

If, during an informal meeting, information is discovered that requires taking disciplinary action, the Administrator shall immediately terminate the informal meeting and call a formal meeting in accordance with this provision.

C Board's Right to Non-Renewal

Nothing herein shall be construed to infringe or restrict the Board's right to decline to renew the contracts of teachers in accordance with applicable laws.

D Student Teacher

Any teacher may refuse the assignment of a student teacher.

ARTICLE XII – INDIVIDUAL CONTRACTS

A. State Law to Control. It is understood that nothing herein contained shall be interpreted as attempting to circumvent the requirement that an individual contract of employment with each teacher employed by the Board must be executed as provided by law.

1. The individual contract (Appendix B) of employment between the Board of Trustees and each teacher shall contain the following statement: "This individual contract is made pursuant to and subject to the terms and conditions of the Agreement between

the Laurel Education Association and the Board of Trustees, and to the extent that the provisions of this contract and said Agreement may be inconsistent, the provisions of said Agreement shall be controlling."

2. Therefore, if individual contracts are issued during negotiations, mediation, or fact finding, or before agreement has been reached between the Board and the Association, the provisions of each contract shall be adjusted to comply with the terms and conditions of the final agreement once it has been consummated.

B. Resignations. A resignation by a member of the Laurel School staff who has signed a contract for the ensuing school year will not be accepted after July 1st preceding the school, except for justifiable cause and then only by action of the Board of Trustees at a regular or special meeting.

C. Resignations Accepted. Resignations shall be accepted at the discretion of the Board.

D. Vacancies. A notice of all vacancies will be posted.

E. Co-curricular Contracts

1. Co-curricular contracts will be separate contracts issued to the staff member.
2. If a coach is assigned the duties of both boys and girls head coach in a sport where there has been two separate positions in the past, that coach will be paid 1.5 times the amount of his/her current head coach stipend.
3. If a teacher member wishes to resign any co-curricular activity, his/her resignation will be accepted provided that the District can find a qualified replacement. If the District cannot find a qualified replacement, the teacher will continue in the assignment for one (1) additional season/year. At the end of that additional season/year, the resignation will take effect without additional provisos. Illness or hardship cases will be given special consideration and must be approved by the Board.

ARTICLE XIII – STAFF EVALUATION

A. Purpose. The performance of Certified Staff shall be formally and periodically evaluated. Formal evaluations are intended to provide staff with opportunities for meaningful reflection on current professional practice, sustained growth and improvement, and engagement with the established standards and objectives of the School District.

B. Evaluation Committee. For the purpose of revising or modifying the evaluation instrument or procedures, an Evaluation Committee may be convened at any time by mutual agreement of the Superintendent and the Association. The Evaluation Committee shall be comprised of an equal number of Administrators and Certified Staff representing multiple buildings in the District. The Association reserves the right to select the representatives of the Certified Staff on the Evaluation Committee. All modifications or changes to the evaluation process or instrument, approved by the Evaluation Committee, shall become effective no sooner than the beginning of the subsequent school year.

C. Instrument. The instrument and procedures for staff evaluation shall be based on the evaluation components and criteria set forth in the Montana Educator Performance

Appraisal System (MT-EPAS), except as modified in this article.

D. Notification. Teachers shall be provided a copy of the evaluation instrument and procedures, and notified of their evaluator each year prior to September 15th, or upon employment if hired after the commencement of the school year.

E. Evaluation Concepts and Domains. The MT-EPAS evaluation system is based on three core concepts: professional growth, continuous improvement, and quality assurance. Educator Performance will be evaluated in four domains:

1. Planning and Preparation
2. Learning Environment
3. Instructional Effectiveness for Student Learning
4. Professional Responsibilities

F. Evaluator. The Building Administrator or Assistant Administrator, or Administrator in charge of particular District programs, shall be responsible for the formal evaluation of Certified Staff. When a teacher works under the direction of more than one administrator, these administrators shall collaborate on the teacher's formal evaluation.

G. Cycles & Schedules. Non-tenured staff shall be observed in the performance of their work assignments for the purpose of formal evaluation at least once yearly. Tenured staff shall be observed in the performance of their work assignments for the purpose of formal evaluation at least once every three years. Formal evaluations shall be completed by April 15th of each year. The absence of an annual formal evaluation indicates the District has determined the Teacher's performance to be satisfactory.

H. Formal Evaluation Procedures.

1. Teacher Professional Responsibilities and Goal(s). Teachers, through forms and in conference with evaluators, set professional/instructional goals for the year.

2. Observation and Formative Feedback Process.
   a. In at least one announced and other unannounced visits, evaluators observe teachers in performance of their work assignments and provide formative feedback in conference and written forms.
   b. Observations must be of a sufficient length to assess teacher performance, usually one class period.
   c. For announced visits, pre- and post-observation conferences will be held. For unannounced visits, a post-observation conference may be held.
   d. Lesson plans shall be available to the administrators/evaluators throughout the school term.
   e. No electronic recording devices shall be used by the District for observation purposes without staff member's prior knowledge and consent. The administrators/ evaluators shall not use hearsay or rumor as a basis for any evaluation comments or conclusions.
3. Summative Evaluation. The Summative Evaluation process occurs at the end of the evaluation cycle. Using information contained in the observation process and additional elements, it determines a teacher's overall performance rating. The first step is the Summative Evaluation Conference, followed by completion of the Summative Evaluation Form.

I. Descriptions of Overall Ratings.

1. Unsatisfactory - Little or no knowledge and minimal implementation of teaching standards. Does not meet minimal teaching standards and needs substantial improvement.
2. Developing - Evidence of novice performance; fundamental knowledge and implementation of teaching standards. Integration of teaching standards is inconsistent. Teacher is making progress towards proficiency.
3. Proficient - Evidence of solid performance; strong knowledge, implementation, and integration of teaching standards; clear evidence of proficiency and skill in the domain/component.
4. Exemplary - Evidence of exceptional performance; outstanding knowledge, implementation, and integration of teaching standards along with evidence of leadership initiative and willingness to model and/or serve as a mentor for colleagues.

J. Improvement Plan.

1. An Improvement Plan is a formal plan to improve a teacher's professional practice and to address deficiencies or concerns that arise from evaluation or other observation. An Improvement Plan may be developed when a teacher's performance in any domain or overall is rated as "Unsatisfactory" on the Summative Evaluation Form. While it may follow a disciplinary action, an Improvement plan is not itself a disciplinary action.
2. The Improvement Plan will include: specific concerns and expectations; goals and directions for needed improvement; a timeline for the improvement process; a summary of resources to be provided by the district; and an outline of the documentation that will be kept during the process to include a summative document bringing closure to the plan. All documentation pertaining to the Improvement Plan and summative document will be kept in the personnel file.

K. Personnel File. There will be one official personnel file for each certified staff member and this file will be located in the District's central administration office. Copies of all materials in the teacher's file will be made available to him/her upon request. Teachers will be informed of all additions to their personnel files and no material pertaining to a teacher's conduct, performance, character or personality will be placed in the file unless the teacher has had an opportunity to read the material and respond accordingly.

L. Individual Rights.

1. If the teacher believes that the evaluation is incomplete or inaccurate, he/she has the right to submit those objections and concerns in writing, which shall be attached to the file copy of the Performance Assessment Summative Evaluation.
2. Nothing contained herein shall be construed as limiting the right of the teacher to file a grievance if he/she believes the evaluation process was not properly followed.

ARTICLE XIV – PROFESSIONAL DUES AND FEES

A. Dues Deduction Authorized. The Board agrees to deduct in equal installments from the salaries of all teachers such monies for annual membership in the United Teaching Profession, as said persons individually authorize the Board to deduct as provided by law.

B. Notification and Transmittal of Monies.

1. The Association will certify to the Board, in writing, the current rate of annual membership dues.
2. By October 1st of each year, the Board will provide the LUEA, MFPE and the NEA with a list of those employees who have authorized the Board to deduct dues for membership in the LUEA, MFPE and the NEA or for professional representation fee. The Board will notify the LUEA, MFPE and the NEA of any changes in the list.
3. Additional authorizations for annual dues deduction when received by the Board during the school year will be prorated over the remaining monthly payment of the person's current contracted salary.
4. All remaining unpaid dues or fees shall be deducted from the final paycheck of a person leaving the employment of the school district before the end of the school year for any reason excepting death.
5. Said monies, together with records of any corrections, shall be transmitted to the appropriate Field Representative office of the LUEA, MFPE and the NEA on a monthly basis and no later than ten (10) days following the actual deduction.

C. Hold Harmless Clause. The Association hereby agrees to indemnify and shall hold 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 non-action is in compliance with the provisions of Article XIV (Professional Dues and Fees: Payroll Deductions), and in reliance of 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 XIV (Professional Dues and Fees: Payroll Deductions) through representatives of its own choosing and at its own expense.

ARTICLE XV – EFFECT OF AGREEMENT

A. Savings Clause. If any provision of the Agreement or any application of the Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Duplication and Distribution. Copies of this Agreement shall be available on the District website. Copies of this agreement will be available for Administration and Association Officers.

C. No Strike Clause. During any period that this Agreement is in full force and effect, there will be no lockouts by the School District, or strikes by the Association.

D. Scope of Agreement. This Agreement constitute the entire Agreement between the parties. Any amendment supplemental hereto shall not be binding upon either party unless executed by the parties hereto. The parties further acknowledge that during the course of collective bargaining each party has had the unlimited right to offer, discuss, accept or reject

proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

E. Severability Clause. In the event that any provisions of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

ARTICLE XVI – DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1st 2019, and continue in effect until June 30, 2021. This AGREEMENT is signed this ____th day of _____, 2019.

B. Renewal and Reopening. Said Agreement will continue in full force and effect for additional periods of one (1) year unless the Association or the Board gives notice to the other party to the Agreement of their intent to reopen the Agreement before December 1st in the calendar year before expiration. Any ARTICLE, Section, or Subsection not opened by either party shall be agreed on as a part of the succeeding Agreement at the first negotiating session over that Agreement.

For SCHOOL DISTRICT 7 & 70
YELLOWSTONE COUTNY
LAUREL, MONTANA

_____
Board Chair

_____
Date

_____
Business Manager

_____
Date

For THE LAUREL UNIFIED
EDCUATION ASSOCIATION -
CLASSIFIED UNIT
MFPE, NEA, AFT

_____
President

_____
Date

APPENDIX A

LAUREL PUBLIC SCHOOLS
DISTRICT NO. 7 AND 7-70
LAUREL, MONTANA

2019-2020 SALARY SCHEDULE

$33,187 BASE (187 DAYS)

ATTAINMENT LEVEL 3.75

YRS EXP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
0	~~33187~~	~~34282~~	~~35410~~	~~36505~~	~~37627~~	~~38722~~	~~39824~~
1	~~34464~~	~~35686~~	~~36914~~	~~38132~~	~~39353~~	~~40571~~	~~41775~~
2	~~35742~~	~~37086~~	~~38414~~	~~39758~~	~~41079~~	~~42423~~	~~43724~~
3	~~37020~~	~~38490~~	~~39917~~	~~41384~~	~~42804~~	~~44271~~	~~45675~~
4	~~38297~~	~~39890~~	~~41417~~	~~43010~~	~~44530~~	~~46123~~	~~47623~~
5	39575	41294	42920	44636	46256	47971	49574
6	40853	42695	44420	46262	47981	49823	51522
7	42131	44099	45924	47888	49707	51672	53474
8	43408	45499	47424	49515	51433	53524	55422
9	44686	46903	48927	51141	53158	55372	57373
10	45964	48303	50427	52767	54884	57224	59321
11		49707	51931	54393	56610	59072	61273
12			53431	56019	58336	60924	63221
13				57645	60061	62773	65172
14					61787	64624	67120
15						66473	69072

National Board Certification Stipend: $1,000.00 per year for the life of the certificate.

* All teachers with 5 years of experience or less will be paid at the level for 5 years of experience until such time as their experience exceeds 5 years.

* Salaries for the 2011-2012 school year were frozen at the 2010-2011 level. Teachers were not entitled to an increment or lane advancement for the 2011-2012 school year.

* Teacher Advances: $600.00 will be paid as an advance to each certified staff member on the 10th working day of the school year.

* Certified payroll will be on the 20th of each month. If the 20th falls on a weekend, holiday, or PIR Day, payday will be on the preceding regular work day.

APPENDIX A-1

LAUREL PUBLIC SCHOOLS
DISTRICT NO. 7 AND 7-70
LAUREL, MONTANA

2020-2021 SALARY SCHEDULE

$33,851 BASE (187 DAYS)

ATTAINMENT LEVEL 3.75

YRS EXP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
0	~~33851~~	~~34968~~	~~36119~~	~~37236~~	~~38380~~	~~39497~~	~~40621~~
1	~~35154~~	~~36400~~	~~37652~~	~~38895~~	~~40140~~	~~41383~~	~~42611~~
2	~~36457~~	~~37828~~	~~39182~~	~~40553~~	~~41900~~	~~43271~~	~~44598~~
3	~~37761~~	~~39260~~	~~40716~~	~~42212~~	~~43661~~	~~45157~~	~~46589~~
4	~~39064~~	~~40689~~	~~42246~~	~~43871~~	~~45421~~	~~47046~~	~~48576~~
5	40367	42120	43779	45529	47181	48931	50566
6	41670	43549	45309	47188	48941	50820	52553
7	42974	44981	46843	48847	50702	52706	54544
8	44277	46409	48373	50505	52462	54594	56531
9	45580	47841	49906	52164	54222	56480	58521
10	46883	49270	51436	53823	55982	58369	60508
11		50702	52970	55481	57743	60254	62499
12			54500	57140	59503	62143	64486
13				58799	61263	64029	66476
14					63023	65918	68463
15						67803	70454

National Board Certification Stipend: $1,000.00 per year for the life of the certificate.

* All teachers with 5 years of experience or less will be paid at the level for 5 years of experience until such time as their experience exceeds 5 years.

* Salaries for the 2011-2012 school year were frozen at the 2010-2011 level. Teachers were not entitled to an increment or lane advancement for the 2011-2012 school year.

* Teacher Advances: $600.00 will be paid as an advance to each certified staff member on the 10th working day of the school year.

* Certified payroll will be on the 20th of each month. If the 20th falls on a weekend, holiday, or PIR Day, payday will be on the preceding regular work day.

APPENDIX A-2

LAUREL PUBLIC SCHOOLS DISTRICT NO. 7 AND 7-70, YELLOWSTONE COUNTY LAUREL, MONTANA
CO-CURRICULAR STIPENDS

		School Year: **2019-2020**	**2020-2021**
		Base: $33,187	$33,851
	Basketball, Football, Volleyball, Wrestling, Cross Country, Golf, Track, Softball, Soccer		
LHS HEAD COACH	(12% of Base)	$3,982	$4,058
LHS Assistant**	(10% of Base)	$3,319	$3,385
MS Assistant**	(5% of Base)	$1,659	$1,693
CHEERLEADER ADVISOR	(15% of Base)	$4,978	$5,078
Assistant	(12% of Base)	$3,982	$4,058
BAND	(12% of Base)	$3,982	$4,058
CHORAL	(12% of Base)	$3,982	$4,058
FFA ADVISOR	(10% of Base)	$3,319	$3,385
FULL THROTTLE & ANNUAL	(10% of Base)	$3,319	$3,385
BPA ADVISOR	(10% of Base)	$3,319	$3,385
DRAMA/PLAYS (LHS)	(5% of Base)	$1,659	$1,693
MUSICAL	(5% of Base)	$1,659	$1,693
WEIGHT ROOM TRAINER (one each season: Fall, Winter, Spring)	(5% of Base)	$1,659	$1,693
LHS STUDENT COUNCIL	(5% of Base)	$1,659	$1,693
WELLNESS DIRECTOR	(10% of Base)	$3,319	$3,385
LUNCHTIME SUPERVISION		$1,000	$1,000
DEPARTMENT HEAD STIPEND		$250	$250
MENTOR STIPEND		$350	$350
MS FFA		$500	$500
LINK CREW		$1,000	$1,000

*Longevity pay of 1% of the stipend amount for each year of service in the District in that event (e.g. basketball – boys or girls) shall be added to the stipend amount *except* for Mentor, Department Head, Wellness Director and Lunchtime Supervision. No more than 1 year of service in any event will be credited per school year.

** The number of participants will determine the number of HS assistant and MS assistant positions. The decision to add or delete assistant positions will be made by the HS or MS principal with input from the head coach and activities director.

APPENDIX B

LAUREL PUBLIC SCHOOLS
DISTRICT NO. 7 AND 7-70, YELLOWSTONE
COUNTY LAUREL, MONTANA

CERTIFIED PERSONNEL CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS FIRST DAY OF JULY ,_____, by and between hereinafter designated as the Party of the First Part, and the Board of Trustees of School District No. 7 & 7-70, known as the Party of the Second Part.

WITNESSETH: That said Party of the First Part is to teach in the Department. The school term shall be 187 days. There will be a maximum of 180 pupil instruction days. The District may add two (2) additional days to the school calendar for a total of 189 days. If the District elects to add the days, each teacher shall be compensated at the rate of 1/187 of his/her contract salary for each additional day during the school year of for which services the Party of the Second Part agrees to pay the sum of , for 187 days, to be divided into twelve (12) installments, payable on the 20th day of each month, except when such date falls on a weekend, holiday, or PIR Day, in which case payment shall be made on the preceding school day and the final installment upon completion of reports and duties incident to the closing of school.

FURTHER: The Party of the First Part agrees to waive any equity in the final installment in the event of failure to complete this term.

FURTHER: The Party of the First Part agrees that the validity of this contract rests on the possession of a valid Montana Teaching Certificate.

FURTHER: This contract is issued on the basis of___years of training and____years of experience.

FURTHER: The policies governing salaries and teacher welfare as jointly agreed upon by the Board of Trustees and the Laurel Unified Education Association – Certified Unit shall be a part of this contract.

FURTHER: This individual contract is made pursuant to and subject to the terms and conditions of the Agreement between the Laurel Unified Education Association – Certified Unit and the Board of Trustees, and to the extent that the provisions of this contract and said agreement may be inconsistent, the provisions of said Agreement shall be controlling.

_____ Date_____

EMPLOYEE

_____ Date_____

CHAIRPERSON, BOARD OF TRUSTEES

_____ Date_____

DISTRICT CLERK

Appendix C

CONSANGUINITY AND AFFINITY RELATIONSHIP CHART

Teacher

Consanguinity
(Includes individuals related by blood to the Teacher)

First Degree	Second Degree
Father or Mother	Grandparents
Son or Daughter (& Spouse)	Grandchildren (& Spouse)
	Uncle or Aunt (& Spouse)
	First Cousin (& Spouse)
	Nephew or Niece (& Spouse)
	Brother or Sister (& Spouse)

Affinity
(Includes the Teacher's Spouse and individuals related to the Spouse)

First Degree	Second Degree
Spouse	Grandparents
Father or Mother	Grandchildren
Son or Daughter	Uncle or Aunt
	First Cousin
	Nephew or Niece
	Brother or Sister

Appendix D

COURSE APPROVAL FORM

Name: _____ Date Submitted: _____

Name of Course: _____

Dates of Course: _____

Course Information:

Flyer, Brochure, Registration Information, or Other Attached: _____

Website Link Provided:_____

Rationale for taking the course:

Is this course required as part of a Master's program?

Yes _____ If so, please attach your intended plan of study.

No _____

Teacher's Signature: _____Date: _____

For District Use Only:

Approval _____ Rejection: _____

Rationale for Decision:

Superintendent's Signature: _____Date: _____

Effective Date: July 1, 2016