

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES

FRAZER SCHOOL DISTRICT 2 & 2B

AND THE

FRAZER EDUCATION ASSOCIATION

CONTRACT DURATION

July 1, 2024 through June 30, 2027

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This Agreement is entered into this 14 day of May, 2024 by and between the Board of Trustees, Valley County School District 2 and 2B, Frazer, Montana, hereinafter called the "Board," and the Frazer Education Association, affiliated with the MFPE and the National Education Association, hereinafter called the "Association," to provide the terms and conditions of employment for teachers for the duration of this Agreement.

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the school district is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching service, and WHEREAS, the Board and Association recognize the educational needs of the students are of paramount importance, same shall supersede all other areas of consideration, and WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and WHEREAS, the Board has an obligation pursuant to laws bargaining collectively with the exclusive representative of public employees with respect to wages, hours, fringe benefits, and other consideration of employment, and WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the foregoing mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

1.1 Association Recognition

The Board hereby recognizes the Association as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit. The Board agrees not to bargain with or recognize any teachers' organization other than the Association for the education of this Agreement.

1.2 Appropriate Unit Definition

The appropriate unit shall consist of all contracted employees who are certified in Class 1, 2, 3,4,5, or 7 as provided in section 20-4-106, MCA or who hold Life Certificates as provided in section 20-4-107, MCA or contracted employees who perform professional services in contact with students or other services of a professional nature, but shall exclude those positions which are primarily administrative: Superintendent and Principals.

1.3 Teacher Definitions

Unless otherwise indicated, the term "teacher" When used hereinafter in this Agreement, shall refer to all employees in the appropriate unit as above defined.

ARTICLE II ASSOCIATION RIGHTS

2.1 Right to Organize

The Board and the Association agree that the individual teacher shall have full freedom of association, self-organization, and the designation of representatives of their own choosing, to negotiate the terms and conditions of their employment and that they shall be free from interference, restraint, or coercion by the Board or the Association or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection (39-31-201,MCA).

2.2 Pertinent Information

Upon the Association's request, the Board agrees to furnish the Association public information concerning the financial resources of the district. Upon request, the Board also agrees to furnish the Association the agendas and minutes of all public Board meetings. The Association shall pay the reasonable costs of all materials requested. The Association recognizes that minutes remain in draft form until approved by the Board at the next meeting. They become official after amended/approved. The Clerk will deliver to the Association President a copy of the minutes following approval at each meeting (minutes will be placed in the Association President(s') school mailbox.

2.3 Association Business

Representatives of the Association and its affiliates will be permitted to transact official Association business on school property during non-working hours, provided that this shall not disrupt normal school operations. Designated representatives of the Association shall be allowed to receive telephone calls and other communiqués concerning Association business during non-working hours or during their preparation periods. Representatives, as designated by the Association, will be allowed to leave at the end of the pupil day to perform Association business.

2.4 Association Use of Buildings

The Association and its representatives shall have the right to use school buildings for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings so as to avoid conflicts in the use of said buildings or rooms thereof.

2.5 Association Use of School Equipment

The Association shall have the right to use school facilities and equipment, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of materials and supplies incident to such use.

2.6 Association Use of Inner-School Communication Facilities

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on teachers' bulletin boards, at least one of which shall be provided. The Association may use teachers' mailboxes and the email system for communication to teachers. Network and email system communications will not be made during class time and will not interfere with the educational operations of the school.

2.7 Association Involvement at Faculty Meetings

The Association shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities. Furthermore, the Association shall be given an opportunity at faculty meets to present reports and announcements.

2.7.1 Teacher shall volunteer for a minimum of 2(two) committees. At the direction of the School Administration, teachers may be assigned and directed to sit on committees.

2.8 Association Involvement at School Board Meetings

The Board may place on the agenda of each regular meeting any matters brought to its consideration by the Association so long as those matters are made known to the administration by 4:00 of the fifth work day preceding the day of the meeting (Per District Policy 1440)

2.9 Exclusive Rights of Association

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other competing organization. This section is not applicable to Community or Tribal organizations.

2.10 Association Leave

At the beginning of every school year, the Association shall be credited with four (4) days to be used by teachers who are officers or agents of the Association, such used, with pay, to be at the discretion of the Association. The superintendent will be notified no less than seven (7) days prior to the commencement of such leave. No more than two (2) teachers shall be allowed to take such leave at the same time.

2.11 Association Convention

The Board will allow two (2) days each school year for teachers to attend the annual session of the state teachers' Association. Said days are to be counted as PIR days in the school calendar.

2.12 Professional Development

1. As part of a continuous program for instructional and administrative improvement, the Board shall provide professional development opportunities in accordance with state law, the rules of the Board of Public Education and the provisions of any school improvement grant accepted by the Board.
2. Each year the school district shall formulate a professional development plan in accordance with state law, the rules of the Board of Public Education and the provisions of any school improvement grant accepted by the Board.
3. The Board of Trustees shall establish an advisory committee to develop and evaluate the plan. The committee shall include, but not be limited to, teachers, administrative personnel, and trustees. A majority of the committee shall be teachers.
4. The plan shall be on file in the school's administrative office or with the county superintendent. It shall be available to employees and the public.

ARTICLE III PROFESSIONAL DUES AND FEES: PAYROLL DEDUCTIONS

3.1 Dues Deduction Authorized

The Board agrees to deduct in twenty (20) equal installments from the salaries of all teachers such monies for annual membership in the United Teaching Profession (National Education Association, MFPE, and Frazer Education Association) as said persons individually authorize the Board to deduct as provided by law.

3.2 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 1 of each year, the MFPE will provide the clerk with a list of those employees who have given authorization to the clerk to deduct dues for membership in the United Teaching Profession. The clerk will notify the MFPE of any changes in the list.
3. Additional authorization for annual dues deductions, when received by the Board during the school year, will be prorated over the remaining monthly payments 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 except in death.

5. Said monies, together with records of any corrections, shall be transmitted to the Association treasurer on a monthly basis. *See Addendum A for the United Teaching Profession membership and dues deduction authorization form.*

3.3 Other Payroll Deductions

Upon appropriate written authorization from the teacher, the Board may deduct from the salary of the teacher and make appropriate remittance for annuities, credit union, savings, bonds, insurance, or any other plans or programs approved by the Board.

ARTICLE IV TEACHER RIGHTS

4.1 Citizenship Rights

The Board recognizes the teachers' full rights of citizenship; and no religious, political, or personal activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination as long as those activities are not in violation of Federal or State laws and do not materially disrupt school operations.

4.2 Personal Life

The personal life of any teacher is not an appropriate concern of the Board, unless it materially disrupts the operation of the school.

4.3 Appearance Before Employer

WEINGARTEN RIGHTS: Weingarten rights guarantee an employee the right to Union representation during an investigatory interview. These rights, established by the Supreme Court, in 1975 in the case of J. Weingarten Inc, must be claimed by the employee. The supervisor has no obligation to inform an employee that s/he is entitled to Union representation.

It is an obligation of the Union to educate bargaining unit employees about their Weingarten rights **BEFORE** an occasion to use them arises. An employee must state to the employer that he/she wants a Union representative present; the employer has no obligation to ask the employee if she/he wants a representative.

Weingarten Rules

When an investigatory interview occurs, the following rules apply:

Rule 1 - The employee must make a clear request for Union representation before or during the interview. The employee can't be punished for making this request.

Rule 2 - After the employee makes the request, the supervisor has 3 options. S/he must either:

- a. Grant the request and delay the interview until the Union representative arrives and has a chance to consult privately with the employee; or

- b. Deny the request and end the interview immediately; or
- c. Give the employee a choice of: 1) having the interview without representation or 2) ending the interview.

Rule 3 - If the supervisor denies the request and continues to ask questions, this is an unfair labor practice and the employee has a right to refuse to answer. The employee cannot be disciplined for such refusal but is required to sit there until the supervisor terminates the interview. Leaving before this happens may constitute punishable insubordination.

4.4 Just Cause

No tenured teacher shall be disciplined, reprimanded, suspended, reduced in rank or compensation, adversely evaluated, transferred, dismissed, non-renewed, terminated, or otherwise deprived of any professional advantage without just cause.

4.5 Uniform Application of Rules and Regulations

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

4.6 State and Federal Rights

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

4.7 Teacher Safety and Well-being

Teachers shall be provided with a safe work environment. (*Refer to Board policy 5015*).

4.8 Civic, Judicial, and Quasi-Judicial Duty

A teacher required to appear for legal proceedings before any judicial or quasi-judicial or administrative tribunal including, but not limited to: jury duty, arbitration, negotiation, mediation, or fact-finding proceeding shall not lose compensation for the performance of such obligation.

4.9 Personnel Files

Except for grievance documents and medical records, all items relating to an individual teacher shall be kept in a single official file. The file shall remain accessible to the Board, Administration, and individual teacher. Each teacher shall have the right, upon request, to examine the contents of said personnel file. A representative of the Association may, at the

request of the teacher, accompany the teacher during the examination. No contents of any personnel files may be removed from the office where they are stored without prior consent of the Board or its agents.

By mutual Agreement, the grievance file may be destroyed after 3 years. In such case, a separate grievance file shall be established for that grievance; such file shall be maintained until final dispensation of the grievance is reached.

Unless directed otherwise by Law Enforcement, County Attorney's Office, and/or Child Welfare Office no material derogatory to a teacher's conduct, service, character, or personality shall be placed in a personnel file unless the teacher has received a copy of such material within ten (10) P.I. and/or P.I.R. days after it has been received by the District. Should such material be received the teacher may, within five (5) P.I. and/or P.I.R. days, respond in writing regarding the matter, the response to be attached to the original material.

Any information forming the basis for any reprimand, warning, discipline, or adverse effect shall be retained in a teacher's personnel file for a period not to exceed five (5) years, including the present school year. The employee must request the removal of those items in writing to the administration. The school district may have a separate set of instruction memory files.

ARTICLE V ACADEMIC FREEDOM

5.1 Guarantee of Academic Freedom

1. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting, and interpreting facts and ideas concerning persons, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of normal classroom activities.
2. Guidelines for selection of issues studied in the classroom are:
 - a. The issue should be suitable for students of the maturity and background represented in the class.
 - b. The issue should be related to the course content and help achieve course objectives.
 - c. The issue should provide the student an opportunity to study controversial issues which have political, economic, scientific, or social significance about which they will begin to have an opinion.
 - d. The issue should provide the student competent instruction balancing the various and/or conflicting points of view in an atmosphere free from bias and prejudice.

- e. The issue should provide the students their right to form, identify, and express their own opinion on controversial issues as long as a balanced presentation is made on conflicting positions.
3. Instructional materials shall be selected and made available to interested persons according to the following guidelines:
 - a. Basic textbooks for each course and/or grade level and instructional materials supportive to the basic textbooks for each course and/or grade level shall be selected by the appropriate course and/or grade level teachers and approved by the Board.
 - b. Additional instructional materials may be selected by individual teachers for occasional use in the classroom. Such materials are to be relevant to the levels of ability and maturity of the students, to the content of the course, and to the purposes of the school system.
 - c. Persons wishing to review the material listed above may do so according to the following conditions:
 - i. Basic textbooks and other instructional materials supportive to the basic textbooks can be reviewed in the administrative offices during normal office hours
 - ii. Additional instructional materials selected by individual teachers may be reviewed in the school room in which the individual teacher is assigned to teach, so long as the review does not interfere with the teacher's ability to perform his or her "regular" duties and so long as the review process does not interfere with the teacher's ability to use the instructional materials being requested for review.
4. Any parent of a student or other person residing within the boundaries of the school district may request that the use of basic textbooks and other instructional be reconsidered according to the following procedures:
 - a. The parent of a student having concerns about the continued use of basic textbooks and other instructional material shall first discuss his/her concerns with the classroom teacher of the course and/or class in which the student is enrolled and in which the material is being used. Other persons residing within the boundaries of the school district who have a concern about the use of basic textbooks and other instructional material shall discuss their concerns with the building principal of the level at which the material is being used.
 - b. If the parent and other person is not satisfied after talking with the classroom teacher or building level principal, whichever is appropriate, the parent or other person may request that the continued use of the basic textbook or other

instructional material be reconsidered. To initiate such a request for reconsideration the parent or other person shall make a written request to the district superintendent.

- c. Upon receipt of the request for reconsideration the superintendent shall refer the same to the curriculum committee as set forth in Article XII. The curriculum committee shall have thirty (30) school days to complete its reconsideration review and to make written recommendation(s) to the Board. If the Board does not agree with the recommendation(s) of the curriculum committee, the Board shall return the committee recommendation(s) and a written statement explaining the Board's reason for rejecting the committee's recommendation(s) to the Board. The curriculum committee shall have two (2) weeks to reconsider its initial recommendation(s) as well as the Board's written reasons for rejection of the committee's initial recommendation to the Board. The Board shall make a decision concerning the request for reconsideration, but in its disposition concerning the request for reconsideration the Board shall violate neither this Agreement nor the laws of Montana.
 - d. Any disputed materials shall remain in use in the school system until the Board shall take formal specific action to remove the materials.
 - e. In cases where the parent of a student requests in writing that the student not make use of a basic textbook or other instructional material selected by individual teachers for occasional use, the student will be given the opportunity to make use of alternative instructional material according to the direction of the classroom teacher of the class and/or course in which the student is enrolled.
5. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievements of the pupil in the classroom.

Standardized test results of academic progress of students shall not be used as a primary tool for evaluation purposes. However, patterns in both standardized testing and locally developed assessments will be considered in addressing needed adjustments in content or delivery.

Local assessment will be developed by each grade level/class teacher(s) as a match to local and State curriculum/standards. Standards are available either in adopted or draft form for all classes taught

5.2 Confidential Communications

Any confidential communications obtained by a teacher in the course of his/her professional duties may not be disclosed except as provided by law.

ARTICLE VI INHERENT MANAGERIAL RIGHTS

6.1 Inherent Managerial Rights

The Association recognizes that the Board is not required to, and is not permitted to, meet and negotiate on matters of inherent managerial prerogatives, which include but are not limited to the following: directing employees, hiring, promoting, transferring, assigning, and retaining employees; relieving employees from duties because of lack of work or funds, or under conditions where continuation of such work be inefficient and nonproductive; maintaining the efficiency of government operations; determining the methods, means, job classification, and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the school district in situations of emergency; and establishing the methods and processes by which work is performed. The Association further agrees that all management rights, functions and prerogatives not expressly delegated in the Agreement, are reserved to the Board. The parties also recognize the right, obligation, and duty of the Board and its duly designated officials to promulgate rules, regulations, directives, and orders consistent with the terms of this Agreement. The Board shall exercise its rights and responsibilities in conformity with the provisions of this Agreement. In addition to the above right the Board reserves all rights listed under MCA 39-31-303

ARTICLE VII GRIEVANCE PROCEDURE

7.1 Definitions

1. A *grievance* is defined as a claim based upon an event or condition which affects the condition or circumstances under which a teacher works, allegedly caused by misinterpretation or inadequate application or non-application of terms of this negotiated agreement
2. A *grievant* is a teacher, or group of teachers, or the Association filing a grievance.
3. *Days* shall mean teacher work days
4. *Computation of Time*: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The *time limitations* prescribed in the grievance procedure are of the essence.
5. *Filing and Postmark*: The filing or 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.
6. *Extension*: Time limits specified in this Agreement may be extended by mutual agreement.

7.2 Rights to Representation

1. At least one Association representative shall be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented.
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 at Step 1. 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.
3. The Association on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

7.3 Individual Rights

1. Nothing contained herein shall be construed as limiting the right to any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.
2. A grievant may be represented at all stages of the grievance procedure by the employee or, at their opinion, by an Association representative selected by the Association. If an aggrieved party 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.

7.4 Procedure

Step I: Within twenty (20) days of knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the superintendent, who will arrange for a meeting to take place within five (5) days after the receipt of the grievance. The grievant or the Association and the superintendent shall be present for the meeting. The superintendent shall provide the aggrieved party 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.

Step II: If the grievant is not satisfied with the disposition of this grievance at Step I, or if no decision has been rendered within five (5) school days after presentation of the grievance, then the grievance may be referred to the School Board within 5 days. The Board shall arrange for a hearing with the grievant and/or the Association, to take place at the next regularly scheduled Board meeting or thirty (30) calendar days of their receipt of the appeal, whichever is sooner. The parties in interest shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board will have five (5) days to provide their written decision, together with the reasons for decision, to the Association.

Step III: Binding Arbitration

- A. If the grievant is not satisfied with the disposition of his/her grievance at Step II, or if no decision has been rendered within ten (10) days after the grievant has first met with the Board, the Association may, by written notice to the Board within fifteen (15) school days after receipt of the Board's decision, submit the grievance to binding arbitration. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute.
- B. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the Montana State Board of Personnel Appeals by either party. The parties will be bound by the rules and procedures of the Montana State Board of Personnel Appeals.
- C. Neither party shall be permitted to assert arbitration proceedings any evidence which was not submitted to the other party before the completion of Step II meetings. Both parties shall cooperate in the processing of the grievance by providing the other party with relevant information, upon request, and shall share with each other witness and exhibit lists.
- D. The arbitrator selected will confer with the representatives of the Board and the Association and hold hearings promptly and will issue his/her decision not later than twenty-five (25) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- E. The costs for the services of the arbitrator and the cost of any hearing room shall be borne equally by the Board and the Association.

7.5 Exceptions to Time Limits

1. When a grievance is submitted on or after June 1st, time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through this grievance procedure until resolution.

3. Concerning any grievable act or condition which predates the first teacher work day, the grievant shall have twenty (20) days subsequent to the first teacher work day to file the grievance at Step I, even though the grievant may have had knowledge of the act or condition prior to the first teacher work day.

7.6 No Reprisals

No reprisals of any kind will be taken by the District or the Association against any persons because of participation in this grievance procedure.

7.7 Cooperation of the Employer

The parties will cooperate in the investigation of any grievance and, further, will furnish each other such information as is requested for the processing of any grievance. 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 from duties without loss of pay or benefits to attend grievance proceedings.

7.8 Grievance Form

A replica of the grievance form attached to this Agreement in Addendum B shall be used by all parties in processing a grievance under this article.

ARTICLE VIII TEACHER EVALUATION

8.1 Definition and Purpose of Evaluation

Evaluation is defined as the process used to perform the following functions: (a) to assess the teacher's instructional and professional performance; (b) to identify teachers who qualify for continuing employment, non-renewal of contract or dismissal; (c) to insure the legal rights of teachers and children. The Board and Association recognize and agree that there is a clear distinction between evaluation and the supervision of instruction.

8.2 Evaluation Instrument

The evaluation instrument and the evaluation instrument cooperatively developed by the Board or its agents and the Association are noted as Addendum G. These instruments or other such instruments mutually agreed upon by the Board and Association, together with such other documentation as may be required by law, shall be the sole vehicle utilized for evaluation. Changes in instrumentation may occur only by mutual written agreement between the Board and the Association. Evaluation shall be performed only by administrators possessing current, valid, and appropriate Montana certification, and must be performed in person.

8.3 Advisement

All teachers shall be advised as to the evaluation procedures provided for by this Agreement. Provision of a copy of this Agreement for a new teacher shall be deemed adequate advisement.

8.4 Areas of Evaluation

Instructional performance shall be evaluated only in the teachers' area of certificate endorsement; if they choose to teach outside of their area they will be evaluated in the position they are teaching in; however, the amount of training in that area will be taken under consideration.

8.5 Conditions of Evaluation

Due consideration shall be given to any factors which may affect teaching performance including, but not limited to, class size, student ability level, or physical distraction. All evaluation shall be conducted openly. The use of covert surveillance shall be strictly prohibited.

8.6 Number of Evaluations

Evaluation will continue regularly throughout the teachers' service. Non-tenure teachers shall be evaluated at least twice during each school year, with the first formal evaluation to be completed by the end of the first semester, and the second to be completed no later than March 5th. Tenure teachers shall be evaluated formally at least once during each school year, this evaluation to be completed no later than March 5th. Additional evaluations for any teacher may be conducted.

8.7 Notification of Evaluation

1. First yearly formal evaluation: May occur only after written notification from the Administration to the teacher that such evaluation is to occur and no sooner than on P.I. and/or P.I.R. day following such notification; following notification and the one day interim, evaluation may occur at any time for the next seven (7) P.I. and/or P.I.R. days. Should no needed improvement in instructional or professional performance be noted, the same procedure shall be utilized for the next evaluation. Should there be need for improvement(s) noted in instructional or professional performance, the procedure and regulation in (2) below must be followed.
2. Second yearly formal evaluation: May occur only after written notification from the Administration to the teacher that such evaluation is to occur and no sooner than one (1) P.I. and/or P.I.R. day following such notification; following this procedure, evaluation may occur at any time for the next ten (10) P.I. and/or P.I.R. days. Should instructional or professional performance improvement need(s) again be noted, subsequent evaluation may take place with neither notification nor time lapse.

- Refer to evaluation form in Addendum G

8.8 Assistance to Improve Instructional or Professional Performance

Should any needed improvements in performance be recorded in evaluation(s), the appropriate administrator shall provide the teacher with specific, reasonable, written recommendations for improvement and with definite, positive assistance including time (during the school day if needed) and material resources to implement the recommendations.

8.9 Post-Evaluation Conference

Any evaluation shall be followed within eight (8) P.I. and/or P.I.R. days by a conference between the evaluator and the teacher to discuss the evaluation. The evaluator and the teacher will both sign the evaluation to indicate that:

1. The conference has taken place.
2. The teacher has read the evaluation, and
3. The teacher has received a copy of the evaluation and any related documentation.

Should a teacher disagree with any portion of the evaluation, the teacher may, within five (5) P.I. and/or P.I.R. days of the receipt of a copy of the evaluation, write and submit to the Administration rebuttal comments which must then be attached to the evaluation. If a response to the teacher's rebuttal is deemed appropriate, it may be placed in the file, also. The teacher will be provided a copy of any documents, including response to rebuttals. All evaluations become part of the teacher's personnel file.

ARTICLE IX EMPLOYMENT STATUS OF TEACHERS

9.1 Considerations Prior to Termination

Prerequisite to the consideration of termination of a teacher's services, the following steps will have been taken:

1. The teacher has been observed and written evaluation reports have been made in accordance with the adopted evaluation procedure of this Agreement.
2. These observations and evaluation reports have been made by appropriate evaluators who shared the reports with the teacher being evaluated. Every effort was made by the evaluator to point out specific weaknesses, if any existed, and to assist the teacher in overcoming such deficiencies. A report of such deficiencies shall follow the steps outlined in the adopted evaluation procedure.
3. Any incident or situation that arose during the current school year that could possibly be cited as reason for termination of a teacher's services was discussed promptly with the teacher.

9.2 Notice of Non-Renewal (Non-Tenure)

1. The Board shall provide written notice to all non-tenure teachers who have been re-elected by March 15th. Any non-tenure teacher who does not receive notice of re-election/termination shall be automatically re-elected for the ensuing school fiscal year. Any non-tenure teacher who received notification of their re-election for the ensuing school fiscal year shall provide the Board with their written acceptance of the conditions of such re-election within twenty (20) days after receipt of the notice of re-election. Failure to so notify the Board within twenty (20) days may be considered non-acceptance of the tendered position. The provisions of this section shall not apply to cases in which a non-tenure teacher is terminated when the financial condition of the School District requires a reduction in the number of teachers employed and the reason for termination is to reduce the number of teachers employed.
2. Subject to the March 15th notification requirement, the trustees may non-renew the employment of a non-tenured teacher with or without cause, in accordance with State Law.
3. Dismissal procedure during the school year will conform in all respects with the School Laws of the State of Montana.

9.3 Notice of Non-Renewal (Tenure)

Every tenure teacher being non-renewed shall be entitled to all the rights under the law: 20-4-204.

9.4 Dismissal (Tenure and Non-Tenure) Under Contract

Every teacher being dismissed before the expiration of the individual employment contract shall be entitled to all rights under the law: 20-4-207.

9.5 Notice of Re-election (Tenure and Non-tenure)

Notification of re-election for all teachers shall be given on or before March 15th of each school year.

9.6 Individual Teacher Contract

All individual teacher contracts shall be subject to and consistent with Montana State Law and the terms and conditions of the most recent duly executed Agreement. Any individual teacher contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association. If any individual teacher contract contains any language inconsistent with the most recent duly executed Agreement, the most recent duly executed Agreement shall be controlling. The Board shall, within ten (10) days after the execution of the Collective Bargaining Agreement, submit a completed, individual

contract to all teachers in accordance with Montana State Law. *See Addendum C for a copy of the Individual Teacher Contract.*

ARTICLE X ASSIGNMENT, VACANCY, TRANSFERS

10.1 Assignments

1. All teachers to be employed by the Board in a regular classroom teaching assignment shall hold a valid teaching certificate issued by the Montana Office of Public Instruction.
2. All teachers shall be given notice of their tentative assignments for the forthcoming year no later than the last day of July of the current school year. In the event that subsequent changes in such schedule are proposed, all teachers affected shall be given reasonable notification of the proposed change and shall be consulted as to the nature and extent of the change.
3. Teachers involved in voluntary, extra-duty assignments as set forth in Addendum F, attached hereto and made a part hereof, shall be compensated in accordance with the provisions of this Agreement without deviation or exception.
4. Teachers will be assigned school-day duties as needed in addition to regular teaching responsibilities on a rotation basis. Extra-curricular, after-school and summer assignments shall not be obligatory, but with consent of the teacher affected.
5. Teachers shall not be assigned outside the scope of their teaching certificate endorsements and/or their major/minor fields of study with the following exceptions:
 - a. Those courses not covered under current Montana certification standards will be filled only through voluntary acceptance;
 - b. If a teacher agrees to teach outside of the scope of his/her teaching certification endorsement and/or his/her major/minor field, the teacher shall, in cooperation with the District, pursue to see such endorsement.

10.2 Vacancies

1. Vacancies shall be defined as appropriate unit position (Article 1.2) including summer school teaching which the administration has not assigned an employee and for which the administration intends to fill.
2. Information regarding vacancies and new positions shall be publicized to the staff first, by posting notices on all staff bulletin boards. Where specific training, experience, or other qualifications are prerequisites for any position that is to be available, such conditions shall be stated in the job description.

3. Whenever vacancies occur during the normal summer months when school is not in session, an email announcing the vacancy shall be sent to all certified staff. The following procedure, in addition to the procedures heretofore outline, shall be followed:
 - a. The teacher so notified shall have the responsibility of contacting the Administration indicating their interest in said position within three (3) days of receiving such notification.
4. There shall be no discrimination in the recruitment or selection of applicants as to age, race, color, creed, sex, national origin, or place of residence, and selection shall be based on training and experience.

10.3 Transfers

When transfers between buildings and changes in teaching discipline are necessitated by sound educational practices for the welfare of students, the following procedures shall be adhered to:

1. Information of proposed changes shall be made available to all teachers with sufficient details on job descriptions to allow qualified persons to volunteer for these changes.
2. All persons affected by changes as a result of administrative decision shall be invited to a meeting where the purpose, need, and job description shall be explained. The persons in attendance shall be given the opportunity to record their preferences. The ultimate administrative decision shall give due regard to these stated preferences.

ARTICLE XI LAYOFFS AND RECALL

11.1 Conditions of layoff

Teachers may be laid off only when their positions are eliminated as a result of:

1. A substantial decrease in the funds available to the Board, provided that such decrease cannot be offset by the exercise of the Board's taxing of their fiscal power.
2. A substantial reduction in pupil enrollment
3. A bona fide consolidation of the school district with one or more other school districts.
4. Not being fully endorsed to teach, on a full-time basis, in state and district mandated programs required to meet current accreditation standards and student needs and cannot displace a less senior teacher.
5. Any state mandated programs required for accreditation to qualify for basic school support through the foundation program shall not be affected by the seniority clause.

11.2 Notification of Layoff

The School Board shall provide notice to the teacher with a copy to the Association by March 15th.

11.3 Layoff Procedure

1. If a position is to be eliminated, the Board shall give notification of layoff to the least senior teacher in that position.
2. A teacher who is notified of layoff will have the right to displace any less senior teacher whose work they are certified to perform. Written notice of intent to exercise this right must be given to the superintendent, with a copy to the Association, within three (3) days after the teacher gives such notification the superintendent will notify the less senior teacher that he/she is to be displaced.
3. A teacher who displaces another teacher will be placed on the proper step of the salary schedule for the new position according to his/her experience and education, and will retain all accrued benefits.
4. A teacher who is to be displaced pursuant to this section will have the same displacement rights vis-a-vis less senior teachers as a teacher who is to be laid off pursuant to subsection 2 above.
5. A teacher who is notified of layoff shall be entitled to use any available personal leave to see other employment.

11.4 Seniority

1. The high school district and the elementary district shall be considered as separate units for the purposes of this Article so that layoff procedures with respect to one such unit shall not apply to the other unit. Teachers shall be considered to be in a given unit if the majority of their teaching assignment is in the area of said unit.
2. Part-time teachers shall be the first to be laid off.
3. For the purposes of this Article, the seniority procedure shall stipulate any further layoffs.
4. For the purposes of this Article, seniority will be computed from a teacher's most recent date of hire in the bargaining unit, and will begin to accrue as of the first day of actual service in the bargaining unit. Seniority will continue to accrue during all paid leaves of absences, and for a period of two years from the effective date of the layoff. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. When seniority is equal between or among teachers, ranking of those teachers shall be determined by preparation level as indicated in current placement on the salary schedule.

When seniority is equal between or among teachers, ranking of those teachers shall be determined by the drawing of lots.

5. By September 30th of each school year, the superintendent will provide the Association with a list showing seniority of each teacher employed by the Board, their areas of certification and courses taught, and will, thereafter, notify the Association of any change in said list. The superintendent will at all times have posted in his/her office a current list which will be available for inspection during regular working hours by any teacher and/or the Association.

11.5 Recall Procedure

1. If there is a vacancy in a bargaining unit position, laid-off teachers who are certified to perform the work in question will be recalled in order of seniority.
2. If a laid-off teacher has displaced another teacher or has been recalled to a position other than that held immediately prior to layoff, the teacher will remain eligible for recall in accordance with the provisions of Subsection 1 above.
3. Notice of recall will be given by registered mail to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) calendar days after receipt of the above notice of recall, the teacher will be deemed to have refused the position offered.
4. A teacher who is laid off will remain on the recall list for two (2) years after the effective date of layoff unless the teacher:
 - a. Waives recall rights in writing;
 - b. Resigns;
 - c. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position;
 - d. Fails to report to work in a position that they have accepted unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, said teacher will be allowed a reasonable amount of additional time before being required to report for work. If a teacher has secured employment in another teaching position elsewhere, and the school year is in progress, said teacher will be allowed to complete the obligations of that contractual year before being required to report for work. If the contractual year has not begun in the teacher's new position, the teacher will be required to report for work at the beginning of the school year unless leaving the newly acquired position would jeopardize the teacher's certification.

11.6 Layoff Benefits

1. While on layoff, a teacher will have the option to remain an active participant in the state teacher retirement system and/or other fringe benefit programs for a period up to twenty-four (24) months by contributing thereto the full amount that would have been contributed if said teacher were actively employed.
2. All benefits to which teachers were entitled at the time of their layoff, including unused accumulated sick leave, if not cashed out, and credits toward sabbatical eligibility, will be restored to them upon returning to active employment, and they will be placed on the proper step of the salary schedule for their current position according to their experience and education.

ARTICLE XII PROCEDURE FOR DETERMINING CURRICULUM & INSTRUCTION

12.1 Policy

A curriculum study committee may make recommended changes in curriculum. The membership of this committee will be quite fluid, depending on specific areas of concentration. The committee may include community representation.

12.2 Committee Recommendations

The committee will make recommendations to the administration on revisions in curriculum and instruction. Nothing in this Agreement shall stop the school district from making changes in curriculum with or without recommendations.

12.3 Complaints Regarding Curriculum and Materials

Any specific written and signed complaint from any source about curriculum, any book, or teaching materials will be directed to the curriculum committee as provided for in article V.

ARTICLE XIII TEACHER WORKLOAD AND CONDITIONS

13.1 Normal Teacher Load

Normal teacher loads will be determined for classroom teachers. “Standards for Accreditation of Montana Schools” shall be used as a minimum standard except as specifically stated in this Agreement. Remedies for an alleged violation of these Standards shall be limited to those provided in the state accreditation standards.

13.2 Class Size

Follow state law: (MCA 10.55.701 4(a))

13.3 Work Day

1. The regular day for all teachers shall not exceed eight (8) hours. All teachers shall sign in at the office when they arrive to work and sign out and back in when they leave during the instructional day. In the event that a teacher shows tardiness in excess then administration may proceed with disciplinary action.
2. On days preceding holidays, weekends, or recesses, the teachers' day shall end at the close of the school day.
3. Normal Work Week: The normal work week shall begin at 8:00 AM and end at 4:00 PM. At the direction of the school administration & PD Committee the duty day for teachers for the first Friday of the month can be designated at 1:30-3:30 for PIR in no less than 2 hour increments (ARM 10.65.103).
4. At the direction of the school Administration the duty day for two(2) teachers shall begin at 7:35 AM and end at 3:35 PM; ask for volunteers first and if not, assign as needed.

13.4 Duty-Free Lunch Period

1. All teachers shall receive a daily duty-free, uninterrupted lunch period of at least thirty (30) minutes.
2. Teachers shall be permitted to leave the building during their lunch period.

13.5 Preparation Time

Each classroom teacher shall have a period of time during the student school day for purposes of planning or preparation. The intent of this time is to provide for lesson planning, professional reading, visitation or engaging in other activities that can improve teacher performance or student learning. Therefore, all teachers shall have at least one high school class period or the equivalent number of minutes daily, in addition to their lunch period, free for planning or preparation. An elementary teacher may use for preparation all time during which the class is receiving instruction from teaching specialists.

By mutual Agreement, a teacher and the Board may enter into an extra-duty contract in which the teacher shall teach or perform other duties during the teacher's preparation period in return for a stipend based on the salary specified in the teacher's teaching contract reduced to an hourly wage.

13.6 Adequate Materials, Supplies, and Facilities

1. The Board recognizes that the appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are essential tools of the teaching profession. Therefore, the Board agrees at all times to keep the

school reasonably equipped, supplied, and maintained, depending upon the availability of funds.

2. The Board recognizes that proper teaching atmosphere can only be enhanced through adequate teacher tools; therefore, the Board agrees to provide each teacher with a separate desk, adequate blackBoard and bulletin Board space, adequate storage and closet facilities, adequate paper, pens, pencils, chalk, and other materials and supplies required in daily teaching responsibility, depending upon the availability of funds
3. The Board shall make available for teacher use at least one room, adequate in size, appropriately furnished, which shall be reserved for use as a workroom and/or lounge.

ARTICLE XIV WORK YEAR

14.1 School Calendar

The professional staff, through the Association, shall participate in the determination of dates for vacation, school events, Association activities, and the length of the school year. The school calendar is attached as Addendum D. It reflects a teacher work year of at least one thousand eighty (1080) hours of Pupil Instruction (P.I.) and a maximum forty -two (42) hours of Pupil Instruction Related (P.I.R.) hours, as determined by state accreditation standards (MCA 20-1-304, ARM10.55.714, ARM 10.65.101). The total number of P.I. and P.I.R. hours shall not exceed thirteen hundred and twenty-five (1325) hours. Additional work hours may be assigned for new teacher orientation and professional development if the teacher is compensated as the teacher's hour rate of pay. The hourly rate shall be determined by dividing the teacher's annual contracted salary, excluding extra-duty stipend, by the number of PI and PIR hours contracted to teach, not to exceed thirteen hundred and twenty-five (1325).

14.2 Changes in School Calendar

There shall be no deviation form or change in the school calendar without reasonable notice to the Association and Board.

14.3 Emergency Situations

In the event a teacher duty day is lost for any emergency situation, a teacher shall perform duties at such other time in lieu thereof by mutual agreement of the superintendent and the Association.

ARTICLE XV SPECIALIZED ELEMENTARY TEACHERS

15.1 Employment of Specialized Teachers

The Board will work toward the goal of employing elementary specialized teachers to teach all music, physical education, and art classes.

ARTICLE XVI STUDENT DISCIPLINE AND TEACHER PROTECTION

16.1 Establishment of Discipline Rules and Regulations

The Board, after soliciting input from the Association, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents at the commencement of each school year.

16.2 Pupil Exclusion from Class

A teacher may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will promptly furnish the principal full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher.

16.3 School Board Responsibilities

The Board recognizes the responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

16.4 Pupil Assaults on Teachers

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

16.5 Legal Support to Teacher

The Board will provide liability coverage for every teacher under the District's blanket liability insurance program.

16.6 Lost Time Accounting

Time lost by a teacher in connection with any incident mentioned in this Article shall be handled according to workman's comp provisions.

16.7 No Use of Corporal Punishment

A teacher or principal has the authority to hold a pupil to a strict accountability for disorderly conduct in school, on the way to or from school, or during intermission or recess, in accordance with schools of Montana 20-4-302.

ARTICLE XVII TEACHER LEAVES

17.1 Sick Leave

1. At the beginning of each school year each teacher shall be credited with twelve (12) days of leave at full salary for personal illness or disability, personal medical appointments, quarantine for communicable disease, maternity, or illness in the immediate family. To use sick leave the teacher must call the School Administration as soon as the teacher knows they will not be at work with a phone number to be provided at the beginning of the year.
2. Unused sick leave each year will be allowed to accumulate to 120 days.
3. Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.
4. At the beginning of each school year teacher shall contribute two (2) days of the foregoing sick leave allowance to a common bank to be administered mutually by the Association and the Board. Teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the Association and the Board, from said common bank, provided that there are sufficient days available in the bank.
5. The sick leave bank will be allowed to accumulate to sixty (60) days.
6. Provided that the teacher has not been discharged for misconduct or failed to materially perform the terms of the employment contract, the teacher shall receive a lump sum payment equal to one-fourth of the pay attributed to the teacher's accumulated and unused sick leave. After six (6) years of employment in the District, accumulated unused sick leave shall be paid at the rate of one-half ($\frac{1}{2}$). Should there be any pending proceeding related to employee misconduct or failure to perform, payment shall be contingent upon the final outcome of such proceedings.
7. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days for the first ninety (90) calendar days. The Board shall pay to such teachers the difference between their salaries and benefits received from Worker's compensation during that ninety day period. The teacher's worker compensation benefits may be supplemented with accrued sick or personal leave.
8. Teachers shall be given a written accounting of accumulated sick leave days upon request.
9. A teacher who is unable to teach because of illness or disability may be granted a leave of absence without pay for one year renewable annually for two years. During this period, the teacher will retain the exact same seniority rights and salary schedule placement and may participate in fringe benefits by bearing the total cost of premiums. An attempt will

be made to place the teacher returning from such leave in the same or similar position as determined by the superintendent's office.

17.2 Maternity Leave

Pregnancy or related disability shall be treated as a temporary disability with all accumulated sick leave privileges, as well as all paid or unpaid extended leave privileges available to the teacher.

17.3 Bereavement Leave

Four (4) days at full salary shall be allowed teacher for each death in the immediate family, defined to include the grandparent, parent, brother, sister, spouse, children, uncle, aunt, step-parents, step-children, step-sisters/brothers, parent-in-law, son-in-law, daughter-in-law, nieces, or nephews. Due consideration shall be given to bereavement in extended families and may be granted by administrative approval.

17.4 Personal Leave

Four (4) days at full salary shall be allowed each teacher for personal leave. Personal leave may not be taken the day preceding or the day after a school holiday or during the first five (5) days or last ten (10) days of the school year without administrative approval. Unused Personal leave is non-accumulative. Each leave request must be submitted 48 hours in advance and is subject to administrative approval. As an incentive for teachers to avoid using unnecessary personal days, teachers shall receive an annual lump sum payment equal to one-fourth ($\frac{1}{4}$) of the pay attributed to the teacher's unused personal leave for that year, to be paid by July 1st following said school year. After six (6) years of employment in the district, that annual lump sum payment shall be paid at the rate of one-half ($\frac{1}{2}$) of the pay attributed to the teacher's unused personal leave for each year. Each teacher will complete a request form for compensation for unused personal days for the year. This form must be presented by June 15th (Addendum H).

17.5 Leave for Civic, Judicial, and Quasi-Judicial duties

Temporary leave will be provided each teacher for jury duty, court appearances as witnesses, selective service examination, reserve training. Pay will be the difference between the teacher's wages and civic pay. The length of leave will vary in accordance with the amount of time required for the civic services.

17.6 Extended Leave of Absence

1. With the approval of the Board, extended leave of absence without salary may be provided for such reasons as extended family illness, exchange teaching, foreign or military teaching programs, cultural travel or work programs related to the teacher's professional responsibilities, and military service (as provided in law). Application for such leave must be made on or before June 1st of the year preceding the request. The June 1st deadline shall not apply in case of extended family illness leaves.

2. Status of teachers on extended leave in regard to placement on the salary schedule and other factors related to length of service is not to be reduced because of the absence.
3. A teacher returning from an extended leave shall be restored to his/her teaching position or to a position of like nature, seniority status, and pay.
4. The teacher taking such leave shall notify the Board in writing of his/her intent to return for the next school year by March 1st of the contract year of absence.

17.7 Sabbatical Leave

1. Sabbatical leave of one (1) semester or one (1) year may be available to a teacher after five (5) years of service with the District.
2. Leave will be granted only by the Board upon application approval by a joint review panel comprised of an equal number of Association and Board representatives to engage in full-time study, travel, research, work experience, or other professionally advantageous activity.
3. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract with compensation of zero (-0-) dollars for the duration of the sabbatical leave, shall be paid related benefits, shall accrue seniority and salary schedule experience credit; provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave. A teacher returning from sabbatical leave must remain with the District a minimum of one (1) year following such sabbatical, or all benefits paid will be reimbursed to the District, unless the District terminates the teacher's employment.
4. Written notification of intent or confirmation must be made prior to the beginning of the second semester of the year preceding said leave.
5. Teachers on sabbatical leave shall be entitled to return to the same position which they held immediately before commencement of leave, or to a comparable position of responsibility.

17.8 Professional Leave

At the discretion of the Administration, temporary leave of five (5) days at full salary is provided each teacher for visitation of other schools, attendance at education conferences, serving on educational committees, serving or attendance at professional Association committee meetings, conferences, conventions, or assemblies.

17.9 Leave Approval or Notification

All requests for leave under this Article are subject to the approval of the superintendent. In the event a teacher exercises his/her sick leave privileges, he/she shall endeavor to give notice to the appropriate designated person on or before 7:00 A.M. of the first class day in which they exercise sick leave. In the event a teacher exercises maternity leave, the teacher shall notify the superintendent at least one (1) month before the anticipated commencement of such leave. In the event a teacher exercises bereavement leave, he/she shall notify the superintendent as soon as is practical.

17.10 Emergency Leave

Teachers may be granted one (1) day of leave per school year without salary deduction for unusual or emergency circumstances. Valid reasons for emergency leave shall be left to the discretion of the superintendent's office.

17.11 School Business Leave

1. School business leave is a teacher's approved absence or District directed absence from teaching duties because of official school business.
2. Generally, requests to be absent from work must be made in advance one (1) week prior to date of absence
3. The District shall reimburse the necessary travel expenses according to the adopted Board policy, and no deduction of salary shall be made for time absent from duty.

ARTICLE XVIII PROFESSIONAL COMPENSATION

18.1 Salary Schedule

1. The salaries of teachers covered by this Agreement are set forth in Addendum E which are attached to and incorporated in this Agreement.
 - a. For the 2024-25 wage schedule will have a percentage increase to each cell from the 2023-24 wage schedule.
 - b. For the 2025-26 wage schedule add \$500.00 to each cell of the 2024-25 wage schedule.
 - c. For the 2026-27 wage schedule add \$500.00 to each cell of the 2025-26 wage schedule.
2. The Salary schedules shall be effective for school years 2024-2027
3. This salary schedule shall not reduce existing salaries at any level
4. All teachers with a BA+30 as of May 2014 will be grandfathered in at their current level.

5. Lance increments on the salary schedule are defined as ten (10) semesters or fifteen (15) quarter hours.

18.2 Recognition for Experience

All teachers may be given up to 10 years for prior experience.

18.3 Recognition for Additional Preparation.

1. To be acceptable for advancement on the salary schedule, credits earned after contract settlement, must meet one of the following qualifications:
 - a. To upper -division courses (400, 500, or 600)
 - b. Be graduate-level courses, or
 - c. Have administrative approval.
2. Additional professional preparation, if sufficient to advance the teacher's preparation status shall be submitted to the superintendent not later than the 20th day of September. This document may be in the form of an official transcript, course grade slips or an advisor's letter. However, an official transcript must be present by December 1st, at which time the increased salary will commence and be paid retroactively for the present school year, provided that the teacher has notified the administration in writing not later than the last teacher working day of the preceding school year regarding the anticipated change in salary status. Should such notification not be made, the increased salary will commence at the beginning of the following school year, following the change, but shall not be retroactive.

18.4 Pay Periods

1. Teachers may individually elect to receive their contract salary in twenty (20) or twenty-four (24) payments.
2. New teachers shall receive their first paycheck approximately two weeks following the beginning of the school year. For all returning teachers, their first paycheck will be available on August 15 and the front office by 3:30 P.M. Payments will be in regular semi-monthly checks. If the regular date falls on a day when school is not in session, teachers will receive their payroll checks on the last previous day that school is in session.
3. The teacher shall receive an itemized statement of payroll deductions for each pay period.

18.5 Mileage Allowance

1. Teachers required in the course of their work to drive personal automobiles for school district business shall be paid mileage according to District policy. Teachers will not transport students in their personal vehicles.

2. Liability coverage shall not be provided for personal vehicles.

18.6 Extended Employment

Teachers employed during the summer months will be compensated per the provisions of any special program which is being offered. All teaching contracts are 187 days, unless specific provision is made under addendum or special program.

18.7 Cash Bonus

The Board may provide one-time cash bonus subject to payroll taxes in two installments of \$500.00 payable in December of their first year of employment and \$1,000.00 payable in December of the second year of employment to teachers new to the District.

18.8 Student Loan Match

Starting September 1st, 2006, the Board may provide a match to the teacher's student monthly loan(s) payments for additional training in education up to \$200 with the School District paying out no more than \$200.00/month/participating full time teacher for the months of employment but no more than 9 months. Receipts must be turned in from the student loan company with the loan papers clearly marked "student educational loan payment."

18.9 Recertification Expense

The Board will match the cost of the renewal credits for teacher recertification, not to exceed five hundred dollars (\$500.00).

18.10 Relocation Expense

The Board will pay moving expenses to new teaching staff under contract to the Frazer School District 2 & 2B, not to exceed one thousand dollars (\$1,000.00) upon verified expenses (receipts).

ARTICLE XIX EXTRA-DUTY

19.1 Non-Discrimination Clause

The provision of this Article shall be applied equally and without regard to sex.

19.2 Extra-Duty Assignment

Extra duty assignments are made on an annual basis, with a new application required for each preceding year.

19.3 Extra-Duty Contract

1. Those teachers who accept an extra-duty activity which pays a stipend will be issued a contract for such activity. This contract will be separate from the teacher's regular teaching contract.
2. Extra-Duty Agreement
 - a. This Agreement, made and entered into this ____ day of 20____, by and between School District No. 2 & 2B of Frazer, Montana, hereinafter referred to as the School District, and a teacher regularly employed in said School District and hereinafter designated as Teacher, WITNESSETH: That said Teacher hereby accepts assignment to perform extra-duty services consisting of _____, and that for these services the School District agrees to pay the Teacher _____ dollars (\$_____) for the _____ school year. Teacher Chairman, Board of Trustees _____ School District No. 2 & 2B Clerk, Montana School District No. 2&2B Frazer, Montana. *See Addendum F for the Extra-duty Dollar Schedule.*

ARTICLE XX FRINGE BENEFITS

20.1 Medical Insurance

1. The School Board will pay up to \$1,145.00/month for 2024-25; will pay up to \$1,179.35/month for 2025-26; will pay up to \$1,214.73/ month for 2025-26 to the insurance company or HSA for each participating teacher. Only for teachers using the School District insurance plan, if the premium rate of the School District insurance plan is less than the amount provided, the remaining money may be applied to HSA and/or additional health insurance by the teacher by written notice. Teachers who have other insurance or medical plans may opt out of this provision by signing a waiver (see Addendum I). The School Board will make a \$3,000.00 per year payment, for full time employees, into a Montana Health Savings Account to any certified employee deciding not to take insurance offered by the school district. The payment amount placed in the account will be prorated in proportion to FTE for employees less than full-time. Half of the payment will be paid independent of any other compensation on each September 15th and October 15th. The provision of individual policies may differ due to options offered by the insurance carrier.
 - a. Additional (Family/Child) Coverage

Employees who wish to obtain family coverage will notify the District of their wishes in writing prior to the plan year, and will contribute the difference in individual and family premiums through payroll deduction or cashier's check monthly.
 - b. Two or more collective bargaining unit members cannot combine the School District's part of the premium to buy one insurance policy.

2. The School District is not the insurance carrier and/or insurance provider. The School Districts' only obligation is to make deductions, if any, and to pay the insurance carrier an/or HSA the insurance premium(s). The School District is not liable if the insurance carrier, trust, and/or policy fails to provide insurance coverage and/or benefits.
3. All insurance program carriers shall be jointly selected by the Association and the Board after program specifications have been agreed to through the negotiating process. The District shall require all insurance carriers to provide written notice to all teachers if there are premium rate increases occurring in the next plan year, no later than May 15th annually. This written notice shall include the amount of the scheduled rate increase and the date on which the rate increase is to become effective. In the event of a scheduled rate increase, the District agrees to open this section of the contract at the request of the Association. If the Association wishes to open this section of the contract, they shall provide written notice to the District no later than May 31st.

20.2 Selection of Carriers

All insurance program carriers shall be jointly selected by the Association and the Board after program specifications have been agreed to through the negotiating process.

20.3 Continuity of Coverage

All insurance coverage under this article shall remain in force during the life of this Agreement and until a successor agreement has been ratified.

20.4 Workman's Compensation

The Board shall participate in the Workman's Compensation insurance program as provided by law. The disabled teacher shall have the option to receive benefits under the program or to exercise rights under sick leave provisions.

20.5 Retired Teachers Benefits

Retired teachers shall be eligible to continue participation in the Board's group insurance program, but shall pay the entire premium for such coverage commencing with the date of retirement. It shall be the responsibility of said teacher to make appropriate arrangements with the District business office to pay to the school district the monthly premiums in advance of the premium due dates.

20.6 Non-Returning Teacher Benefits

If the teacher's employment is ended voluntarily, by involuntary termination (other than for gross misconduct), rified, or reduction in work hours below that which is required for eligibility for group health benefits, the teacher may elect to continue coverage for a maximum period of eighteen (18) months. Continuation of coverage will terminate prior to the end of this time period if the teacher becomes eligible for coverage under another group plan or with Medicare,

or if the teacher's premium is not received in time, or the benefit plan is no longer in force. The teacher will be required to pay the entire cost of the continuation each month subject to any rate increase.

If the teacher retires from all employment, the teacher may elect to continue coverage for a maximum period of thirty-six (36) months. Continuation of coverage will terminate prior to the end of this time period if the teacher becomes eligible for coverage under another group plan or with Medicare, or if the teacher's premium is not received in time or the benefit plan is no longer in force. The teacher will be required to pay the entire cost of the continuation each month subject to any rate increases.

The teacher's initial premium is due within forty-five (45) days of the date he/she elects coverage and shall include premiums for each past month to bring his/her payments up-to-date. It shall be the responsibility of said teacher to make appropriate arrangements with the District business office to pay the school district the monthly premiums in advance of the premium due dates. The teacher may elect to continue those medical, dental, and vision benefits, to the extent those benefits were offered and utilized by him/her during his/her active participation in the plan. As an alternative, the teacher may elect medical benefits only without continuing other benefits.

20.7 Social Security Coverage

The Board shall provide all employees with Social Security coverage and shall budget an amount sufficient to pay the employer's contribution.

ARTICLE XXI EDUCATIONAL PROMOTION

21.1 Pay and Expenses for Required Training

The Board shall pay the full cost of tuition, books, meals, lodging, transportation, and other reasonable expenses incurred by a teacher in connection with any course, workshop, seminar, conference, and in-service training sessions which a teacher takes at the request of the Board or administration.

ARTICLE XXII EFFECT OF AGREEMENT

22.1 School Board Policy

This Agreement shall supersede any provision in Board Policy which is inconsistent with it for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect.

22.2 Changes in Agreement

During this term, this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of both parties in written and signed amendment to the Agreement.

22.3 Compliance of Individual Contract

Any individual contract between the board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

Each individual contract shall include the following language: “The parties agree that when a teacher does not fulfill an individual teaching contract, the School District has cost that cannot be determined. Therefore, teachers wishing to be released from this contract from July 1st through August 16th will pay 4% of this contract as liquidated damages. Teachers wishing to be released after August 16th and/or during the school year will pay 10% of this contract as liquidated damages. The date of postmark or hand delivery shall control. By mutual agreement of the parties, this section may be waived in individual drastic cases.”

22.4 Savings Clause

If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, 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. If such provisions exist which are contrary to law, at the request of either party, negotiation shall immediately commence and agreement shall be reached in order to alter said section(s) providing the benefit(s) according to the intent of the parties.

22.5 Nondiscrimination Clause

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

22.6 Duplication and Distribution

Copies of this Agreement shall be printed at the expense of the Board within 30 days after the Agreement is signed. Copies shall be presented to all teachers now employed or hereafter employed by the Board. The Association shall be provided with four(4) copies of this Agreement.

ARTICLE XXIII DURATION OF AGREEMENT

23.1 Effective Period

This Agreement shall be effective as of July 1st, 2024 and shall continue in full force and effect until June 30th, 2027.

23.2 Renewal and Reopening of Agreement

Said Agreement will automatically be renewed and will continue in force and effect for additional period of one (1) year unless the Association gives written notice to the board, or the Board gives written notice to the Association, not later than March 1st prior to aforesaid expiration date or anniversary thereof, of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions.

23.3 Date and Signatures

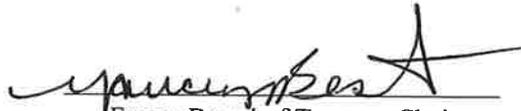
This Agreement is signed this 14 day of May 2024.

IN WITNESS THEREOF:

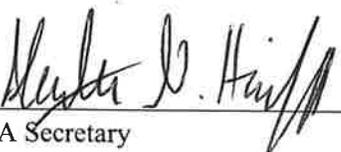
For the Frazer Education Association, For the Board of Trustees, School District 2&2B



FEA President



Frazer Board of Trustees Chairman



FEA Secretary



Frazer Board of Trustees Clerk

Addendum A:
Professional Dues and Fees - Payroll Deductions

Addendum B

Grievance Report Form

Aggrieved Person: _____ Date Filled: _____

School: _____ Subject Area or Grade: _____

1. Date Grievance Occurred: _____
2. Statement of Grievance:
3. Action Requested or Relief Sought (Attach additional sheet(s) in necessary):

Signature of Aggrieved

Date:

Level I:

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 the next step of the grievance procedure

Signature of Board Chairperson

Date:

Level II:

1. Date Received by Board: _____
2. Decision of Board:

Signature of Board Chairperson

Date:

3. Aggrieved Person's Response :
 I accept the above decision
 I hereby refer the above decision to the next step of the grievance procedure

Signature of Board Chairperson

Date:

Level III:

1. Date submitted to Arbitration: _____
2. Disposition and Award of the Arbitrator:

Signature of Aggrieved

Date:

Signature of Board Chairperson

Date:

To be filed in separate Grievance File,
Separate from Personnel File of Aggrieved

Addendum C
Individual Teacher contract

This Agreement made and entered into this _____ day of _____, between Frazer School District Number 2-2B of Valley County, Montana, hereinafter referred to as the School District, and _____ hereinafter referred to as the Teacher.

WITNESSETH:

1. That said School District hereby agrees to employ the said teacher to teach, or to render related professional services, as and where assigned by the Board of Trustees of the Frazer Public Schools for the _____ school year for a period of _____ days of service, which includes _____ pupil instruction days and _____ pupil instruction-related days.
2. That the said School District shall pay to the above-named Teacher, the sum of _____ Dollars (\$0.00) designated in the collective bargaining Agreement. The Teacher's salary will be paid at the rate stated above per annum, less deductions required under Federal and State Laws, and such other deductions as shall be mutually agreed to. The terms of this contract shall be prorated if the assignment is designated to cover a period of less than a school year or less than full time. The parties agree that when a teacher does not fulfill an individual teaching contract, the School District has cost that cannot be determined. Therefore, teachers wishing to be released from this contract from July 1st to August 16th will pay 4% of this contract as liquidated damages. Teachers wishing to be released after August 16th and/or during the school year will pay 10% of this contract as liquidated damages. The date of postmark or hand delivery shall control. By mutual Agreement of the parties, this section may be waived in individual drastic cases.
3. It is understood that the teacher holds a valid certificate, or will have met the requirements for such by opening of school.
4. Both Parties shall comply with the provisions of the applicable State laws, terms, and conditions of the collective bargaining Agreement, and with the adopted policies of the Board of Trustees (a copy of which has been received by the teacher) which are made part of this contract by reference.
5. The individual contract is subject to the terms and conditions of the collective bargaining Agreement between the 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.
6. In the absence of any previous notice of election or re-election, this instrument shall operate as notice of election of the teacher for the school year designated herein and, unless the teacher shall accept, sign, and return said instrument to the office of the Clerk of said School District within twenty (20) days from the date of receipt, the said instrument shall be without legal effect.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be duly signed in duplicate originals, each of which shall be entitled to full faith and credit.

Teacher

Chairperson

Date signed by Teacher

Clerk, School District 2-2B, Frazer School

Addendum D
Current School Calendar

2024 –2025 Frazer School District Calendar

OPTION 2

AUGUST 2024							
Su	Mo	Tu	We	Th	Fr.	Sa	
				1	2	3	16, 19 All Staff PD
4	5	6	7	8	9	10	20 Orientation—New Only
11	12	13	14	15	16	17	21 First Day
18	19	20	21	22	23	24	30 1:30 PM Release
25	26	27	28	29	30	31	

JANUARY 2025							
Su	Mo	Tu	We	Th	Fr.	Sa	
			1	2	3	4	1-3 New Year's Break
5	6	7	8	9	10	11	20 Martin Luther King
12	13	14	15	16	17	18	10,17,24,31 1:30 PM Release
19	20	21	22	23	24	25	
26	27	28	29	30	31		

SEPTEMBER 2024							
Su	Mo	Tu	We	Th	Fr.	Sa	
1	2	3	4	5	6	7	2 Labor Day
8	9	10	11	12	13	14	6,13,20 1:30 PM Release
15	16	17	18	19	20	21	27 Native American Week
22	23	24	25	26	27	28	
29	30						

FEBRUARY 2025							
Su	Mo	Tu	We	Th	Fr.	Sa	
						1	7 PIR Day
2	3	4	5	6	7	8	20, 27 12 PM (FloatTourney)
9	10	11	12	13	14	15	21, 28 Tournament Days
16	17	18	19	20	21	22	17 President's Day
23	24	25	26	27	28		14 1:30 PM Release

OCTOBER 2024							
Su	Mo	Tu	We	Th	Fr.	Sa	
		1	2	3	4	5	4,11,25 1:30 PM Release
6	7	8	9	10	11	12	16 No School
13	14	15	*16	17	18	19	17,18 PIR Days
20	21	22	23	24	25	26	23 P/T Conferences
27	28	29	30	31			14 Indigenous Day

MARCH 2025							
Su	Mo	Tu	We	Th	Fr.	Sa	
						1	7,21,28
2	3	4	5	6	7	8	13,14 Spring Break
9	10	11	*12	13	14	15	26 P/T Conferences
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

NOVEMBER 2024							
Su	Mo	Tu	We	Th	Fr.	Sa	
					1	2	1,8,15,22 1:30 PM Release
3	4	5	6	7	8	9	27,28,29 Thanksgiving Break
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

APRIL 2025							
Su	Mo	Tu	We	Th	Fr.	Sa	
		1	2	3	4	5	4,11,17,25 1:30 PM Release
6	7	8	9	10	11	12	18,21 Easter Break
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

DECEMBER 2024							
Su	Mo	Tu	We	Th	Fr.	Sa	
							6,13, 20 1:30 PM Release
1	2	3	4	5	6	7	23-31 Christmas Break
8	9	10	11	12	13	14	
15	16	17	18	19	*20	21	
22	23	24	25	26	27	28	
29	30	31					

MAY 2025							
Su	Mo	Tu	We	Th	Fr.	Sa	
				1	2	3	
4	5	6	7	8	9	10	2,9, 16 1:30 PM Release
11	12	13	14	15	16	17	22 12 PM & Last Day
18	19	20	21	*22	23	24	23 Teachers Only PD
25	26	27	28	29	30	31	

	First & Last Day		Full Day PIR		12:00 PM Release
	Parent/Teacher Conferences		NO SCHOOL		1:30 PM Early Release

TEACHER WORK TIME—GRADES 7-12
 (136 x 8 hrs. = 1088) + (32 x 5.5 hrs. = 176) + (3 x 4 hrs. = 12) = 1276
 + 6 PIR Days x 6 hrs. (36) + 2 PT Conferences x 3 hrs. (6) = 42
TOTAL TEACHER WORK TIME: 1318
+ Orientation for New Teachers @ regular hourly rate = 6
TOTAL TEACHER WORK TIME: 1324
MAX 42 PIR/PD (White Circle)

PUPIL INSTRUCTION—GRADES 7-12
 Full Days : 136 days x 7.5 hrs. = 1020
 + Early Release: 32 days x 5 = 160
 Noon Release: 3x 3.5 = 10.5
TOTAL PUPIL INSTRUCTION TIME: 1190.5
AT LEAST 1080 REQUIRED—additional 110.5 hrs.

Addendum E

2024-2025 Salary Schedule
 Percentages increases per Cell

Step	BA	BA10	BA20	MA	MA10	MA20	MA30
0	40058.20	40721	41580.60	42381.20	43194.30	43949.10	44681.1
1	41509.9	42293.90	43244.80	44170.40	45070.50	45945.20	46759.90
2	42959.50	43866.80	44910.10	45960.60	46947.70	47941.40	48839.60
3	44410.10	45440.80	46575.30	47749.80	78824.50	49938.50	50919.40
4	45859.70	47014.70	48240.60	49539	50701	51934.70	52998.20
5	47310.30	48587.60	49905.90	51329.30	52578.20	53930.80	55078
6	48762.10	50161.60	51570.10	53118.50	54454.40	55928	57157.70
7	50211.60	51734.50	53234.30	54908.70	56331.60	57924.10	59236.50
8	53111.80	53307.40	54899.50	56697.90	58208.80	59921.30	61316.30
9	53111.80	54881.40	56564.80	58488.20	60085	61917.40	64077.40
10	53111.80	56455.30	58235.30	60277.40	61963.20	63913.60	65474.80
11	53111.80	56455.30	59894.20	62078.1	63839.40	65910.70	67544.60
12	53111.80	56455.30	59894.20	63856.80	65715.50	67906.9	69634.40
13	53111.80	56455.30	59894.20	63856.80	67593.80	69903	71713.10
14	53111.80	56455.30	59894.20	63856.80	67593.80	71900.20	73792.90
15	53111.80	56455.30	59894.20	63856.80	67593.80	71900.20	75872.70
20	56455.30	59894.20	63856.80	67593.80	71900.20	75872.70	75872.70
25	59894.20	63856.80	67593.80	71900.20	75872.70	75872.70	75872.70
30	63856.80	67593.80	71900.20	75872.70	75872.70	75872.70	75872.70
35	67593.80	71900.20	75872.70	75872.70	75872.70	75872.70	75872.70

Addendum E

2025-2026 Salary Schedule
 Increased each cell by \$500.00

Step	BA	BA10	BA20	MA	MA10	MA20	MA30
0	40558.20	41221	42080.60	42881.20	43694.30	44449.10	45181.10
1	42009.90	42793.90	43744.80	44670.40	45570.50	46445.20	47259.90
2	43459.50	44366.80	45410.10	46460.60	47477.70	48441.40	49339.60
3	44910.10	45940.80	47075.30	48249.80	49324.90	50438.50	51419.40
4	46359.70	47514.70	48740.60	50039	51201	52434.70	53498.20
5	47810.30	49087.60	50405.90	51829.30	53078.20	54430.80	55578
6	49262.10	50661.60	52070.10	53618.50	54954.40	56428	57657.70
7	50711.60	52234.50	53734.30	55408.70	56831.60	58424.10	59736.50
8	52162.30	53807.40	55399.50	57197.90	58708.80	60421.30	61816.30
9	53611.80	55381.40	57064.80	58988.20	60585	62417.40	64577.40
10	53611.80	56955.30	58735.30	60777.40	62463.20	64413.60	65974.80
11	53611.80	56955.30	60394.20	62578.10	64339.40	66410.70	68054.60
12	53611.80	56955.30	60394.20	64356.80	66215.50	68406.90	70134.40
13	53611.80	56955.30	60394.20	64356.80	68093.80	70403	72213.10
14	53611.80	56955.30	60394.20	64356.80	68093.80	72400.20	74292.90
15	53611.80	56955.30	60394.20	64356.80	68093.80	72400.20	76372.70
20	56955.30	60394.20	64356.80	68093.80	72400.20	76372.70	76372.70
25	60394.20	64356.80	68093.80	72400.20	76372.70	76372.70	76372.70
30	64356.80	68093.80	72400.20	76372.70	76372.70	76372.70	76372.70
35	68093.80	72400.20	76372.70	76372.70	76372.70	76372.70	76372.70

Addendum E

2026-2027 Salary Schedule
 Increased each cell by \$500.00

Step	BA	BA10	BA20	MA	MA10	MA20	MA30
0	41058.20	41721	42580.60	43381.20	44194.30	44949.10	45681.10
1	42509.90	43293.9	44244.80	45170.40	46070.50	46945.20	47759.90
2	43959.50	44866.80	45910.10	46960.60	47947.70	48941.40	49839.60
3	45410.10	46440.80	47575.30	48749.80	49824.90	50938.50	51919.40
4	46859.70	48014.70	49240.60	50539	51701	52934.70	53998.20
5	48310.30	49587.60	50905.90	52329.30	53578.20	54930.80	56078
6	49762.10	51161.60	52570.10	54118.50	55454.40	56928	58157.70
7	51211.60	52734.50	54234.30	55908.70	57331.60	58924.10	60236.50
8	52662.30	54307.40	55899.50	57697.90	59208.80	60921.30	62316.30
9	54111.80	55881.40	57564.80	59488.20	61085	62917.40	65077.40
10	54111.80	57455.30	59235.30	61277.40	62963.20	64913.60	66474.80
11	54111.80	57455.30	60894.20	63078.10	64839.40	66910.70	68554.60
12	54111.80	57455.30	60894.20	64856.80	66715.50	68906.90	70634.40
13	54111.80	57455.30	60894.20	64856.80	68593.80	70903	72713.10
14	54111.80	57455.30	60894.20	64856.80	68593.80	72900.20	74792.90
15	54111.80	57455.30	60894.20	64856.80	68593.80	72900.20	76872.70
20	57455.30	60894.20	64856.80	68593.80	72900.20	76872.70	76872.70
25	60894.20	64856.80	68593.80	72900.20	76872.70	76872.70	76872.70
30	64856.80	68593.80	72900.20	76872.70	76872.70	76872.70	76872.70
35	68593.80	72900.20	76872.70	76872.70	76872.70	76872.70	76872.70

Addendum F

Extra-Duty Compensation Schedule Extra-Duty Assignments 2024-2027

Pupil Participation: Competitive Sports		
Activities Director		\$5,306.00
Cross Country - Head Boys - Head Girls		\$2,122.00 \$2,122.00
Track - Head - Assistant - Jr. High		\$2,122.00 \$1,804.00 \$637.00
Volleyball - Head - Assistant - Jr. High		\$2,122.00 \$1,804.00 \$637.00
Basketball - Head* - Assistant - Jr. High - Elementary	* If making Divisional BB Tournament add \$1,000.00 *If making State BB Tournament add \$1,000.00	\$2,122.00 \$1,804.00 \$1369.00 \$913.00
Speech, Drama, & Debate - Head* - Assistant	*One time retro pay of difference in pay to be given at the start of this Agreement for the years 20-21, 21-22, 23-24. .	\$2,122.00 \$1,804.00
Cheerleading/Pep Club		\$1,327.00
Pupil Participation: Non-Athletic Activities		
Music - Director - Pep Band		\$212 \$1,380
Publications - Newspaper - Yearbook		\$759.00 \$759.00
Student Council		\$955.00
FHA/BPA/VICA or ITEA		\$156.00
Graduation Advisor		\$332.00
Indian Club		\$569.00
Class Advisor (Grades 11-12)		\$531.00
Class Advisor (Grades 7-10)		\$318.00
Concessions Director		\$637.00

Extra-Curricular Funds Custodian		\$2707.00
OTHER		
Supervision of School Events - Basketball * - Football *	*Subject to required withholdings	\$11/Game \$16/Game
Noon Duty		\$1124.00

The School Board may fill or not fill any of the above positions.

Should the number of participating students decrease and/or the sport be canceled, the position will be paid prorated and the position will be vacant.

Each extra-duty contract has stipulations which are stated with duration, duties, expectations. Failure to complete these stipulations will result in no pay

The School Board may increase the above amounts and/or provide a bonus as the School Board sees fit. The School Board may not decrease the above stated amounts

Addendum G
Evaluation Instrument

TEACHER PRE-OBSERVATION FORM

Teacher

School Year

Grade(s)

Subject Area(s)

Evaluator

Before the Pre-Observation Conference, complete this form and provide a copy to your evaluator. Attach your detailed lesson plan, assessments, and other applicable documents.

1. How does this lesson fit into the sequence of learning in your classroom?
2. How will you determine student progress in meeting the goals for this lesson?
3. For the class as a whole, what challenges are presented and how will you address them?
4. Are there characteristics of the physical space that may negatively impact student learning? If yes, please describe.
5. Additional comments or information that you would like to share with your evaluator. (Optional)

Teacher Initials

Evaluator Initials

Date of Conference



TEACHER PROFESSIONAL RESPONSIBILITIES AND GOAL(S) FORM

Teacher

School Year

Grade(s)

Subject Area(s)

Evaluator

SECTION 1

Complete Section 1 of the form and bring with you to the initial Professional Responsibilities and Goal(s) Conference.

1.1 Prioritize student needs and identify the area(s) of need on which you will focus with your students this school year.

1.2 How will you ensure that families and appropriate staff are informed of student area(s) listed in item 1.1?

1.3 Identify the measurable indicator(s) and methods of measurement you will use to show student progress in item 1.1.

1.4 Briefly describe your student record keeping system to record progress of items identified in 1.3.

1.5 List professional learning, including activities and/or courses that will help you meet the area(s) of student needs during this school year. Will these activities support reflective practice?

1.6 List other information that you would like to share with your evaluator.

Date of Conference

Teacher Signature

Date



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TEACHER PROFESSIONAL RESPONSIBILITIES AND GOAL(S) FORM

Evaluator Signature

Date



TEACHER PROFESSIONAL RESPONSIBILITIES AND GOAL(S) FORM

SECTION 2

Before the Summative Conference, complete Section 2 of the form; provide a copy to your evaluator. Attach applicable documents.

- 2.1 Summarize your students' progress in the area(s) of need as shown by the indicators identified in item 1.1.
- 2.2 If you met your goal(s), what conditions were most helpful?
- 2.3 If you did not meet your goal(s), what were your obstacles or barriers?
- 2.4 List professional learning, including activities and/or courses that you participated in this school year. What professional learning helped you meet the identified student needs for this school year? Which of these activities support reflective practice?
- 2.5 List curricular or extra-curricular activities that you feel have contributed to your professional growth. Explain.
- 2.6 List other information that you would like to share with your evaluator.

Teacher Signature

Date

Evaluator Signature

Date

Date Submitted



TEACHER FORMATIVE FEEDBACK FORM
(Domains One, Two, and Three)

Teacher

School Year

Grade(s)

Subject Area(s)

Evaluator

Date and Time of Observation

Date of Conference

Observation Type:

Announced

Unannounced

Description of Lesson

Domain One: Planning and Preparation

Narrative

Domain Two: Learning Environment

Narrative

Domain Three: Instructional Effectiveness for Student Learning

Narrative

Commendations/Recommended Area(s) of Growth

The teacher and evaluator sign the Formative Feedback Form to indicate that the lesson was reviewed and discussed, not that the teacher necessarily agrees with the observation or comments on this form.

Teacher Signature

Date

Evaluator Signature

Date



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TEACHER FORMATIVE FEEDBACK FORM
(Domains One, Two, and Three)

If the teacher disagrees with any feedback on this form, the teacher may provide information in writing to the evaluator within fifteen (15) working days of the receipt of this form. The teacher may request a second conference with the evaluator to discuss concerns. Any additional information will become part of the appraisal record.



TEACHER SUMMATIVE EVALUATION FORM

Teacher

School Year

Grade(s)

Subject Area(s)

Evaluator

Observation Date

Date of Conference

Tenured Teacher

Nontenured Teacher

Years in District

Years Overall

Year last evaluation completed

DOMAIN ONE: PLANNING AND PREPARATION

- The teacher selects instructional goals that are aligned with the Montana Content and Common Core Standards and the district's curricula. Goals are appropriate for the learners and reflect high expectations for all students, consistent with state and district assessment levels of performance.
- The teacher plans for learning activities that align with the instructional goals and support student learning. Instructional planning shows a structure and selection of materials and activities that support student learning relative to the district curricula.
- The teacher shows his or her knowledge of content and how to teach it to a variety of learners. The teacher's plans include natural connections among content areas that deepen student learning. The content that he or she teaches is aligned to the district curricula.
- The teacher shows his or her knowledge of student developmental characteristics, approaches to learning, knowledge, skills, interests, cultural heritage, and state and district assessment performance levels.
- The teacher demonstrates the ability to create and/or select assessments that are congruent with instructional goals, criteria, and standards and to plan for the use of formative and summative assessments of his or her students.

COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH

Unsatisfactory

Developing

Proficient

Exemplary

DOMAIN TWO: LEARNING ENVIRONMENT

- The teacher clearly defines procedures for managing learning time, transitions between learning events, and routines that maximize learning time.
- The teacher establishes behavioral expectations and consequences and monitors student



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TEACHER SUMMATIVE EVALUATION FORM

conduct. Teacher responds to student behavior in appropriate and effective ways to minimize disruptions.

- The teacher creates an atmosphere in which learning is valued. Teacher-to-student and student-to-student interactions show rapport that is grounded in mutual respect.
- The teacher organizes, allocates, and manages physical space to create a safe learning environment.
- The teacher uses physical resources to contribute to effective instruction and makes resources accessible to all students.

COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH

Unsatisfactory Developing Proficient Exemplary

DOMAIN THREE: INSTRUCTIONAL EFFECTIVENESS FOR STUDENT LEARNING

- Content is appropriate, clear, and linked to student knowledge and experience. Content is aligned with the district curricula and the Montana Content and Common Core Standards. Activities and assignments engage all students. Instructional materials are suitable to the instructional goals. The instruction is coherent and paced appropriately for all students.
- The teacher has a repertoire of instructional strategies and makes use of them to make modifications to lessons as needed. The teacher differentiates instruction based on learner characteristics and achievement data.
- Verbal and written communication is clear and appropriate to students' age, background, and level of understanding.
- Questions are appropriate to the content and level of student understanding. Teacher encourages students to pose his or her own questions and is responsive to student questions. Teacher facilitates student led discussions.
- The teacher demonstrates understanding of assessment for, and of, learning and how each plays a valuable part in teaching and learning.
- The teacher can analyze data presented in reports and determine how to plan instruction for the students in the classroom. The teacher uses formative assessments like observations, homework, and conferences to track and understand student progress.

COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH

Unsatisfactory Developing Proficient Exemplary

DOMAIN FOUR: PROFESSIONAL RESPONSIBILITIES



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TEACHER SUMMATIVE EVALUATION FORM

- The teacher shares information about the school's educational program and expectations for student performance. Teacher develops a mechanism for two-way communication with families about student progress, behavior, and personal needs or concerns.
- The teacher keeps records of attendance, disciplinary actions, emergency contact information, and personal information. Teacher shares relevant information with appropriate school personnel.
- The teacher adheres to district policy, procedures, and the Montana Code of Ethics. The teacher demonstrates leadership through honesty and integrity in relations with students, staff and the community.
- The teacher chooses and participates in professional growth that is aligned with his or her professional needs and aligned with the needs of the students, school or district.
- The teacher engages in reflective thinking as an individual, as a team participant, or as a school community member with the goal of improving instruction and learning for all students.

COMMENDATIONS/RECOMMENDED AREA(S) OF GROWTH

Unsatisfactory Developing Proficient Exemplary

SUMMATIVE EVALUATION RATING

Unsatisfactory Developing Proficient Exemplary

IMPROVEMENT PLAN REQUIRED FOR:

DOMAIN ONE

DOMAIN TWO

DOMAIN THREE



TEACHER SUMMATIVE EVALUATION FORM

DOMAIN FOUR

The teacher and evaluator sign the Summative Evaluation Form to indicate that it was reviewed and discussed, not that the teacher necessarily agrees with comments on this form.

Teacher Signature

Date

Evaluator Signature

Date

If the teacher disagrees with feedback on this form, the teacher may provide information in writing to the evaluator within fifteen (15) working days of the receipt of this form. The teacher may request a second conference with the evaluator to discuss concerns. Additional information becomes part of the appraisal record.



Addendum H

Request for Personal Leave Compensation

Name of Teacher: _____

Number of unused Personal Leave Days at the end of the 20__ - 20__ School year:

Number of years employed by District 2-2B From August, 1999 through present: _____

Personal Leave Days X (times) $\frac{1}{4}$ of the attributed to the teacher's unused personal leave for that year = \$ _____

Personal Leave Days X (times) $\frac{1}{2}$ of the attributed to the teacher's unused personal leave for that year = \$ _____

Submitted for payment on: _____

Date

Received by

Date

Addendum I

Health Insurance Waiver

If you are not interested in health, dental, and vision coverage offered to you by Frazer School District 2-2B, you must complete this form and return it within 31 days of your date of hire. If you are interested in health, dental, and vision coverage, you must complete the appropriate health plan application forms. Please return this waiver of health benefits form or the appropriate health plan application forms to the clerk.

If you waive medical, dental, and vision insurance, you cannot enroll for that coverage until the next open enrollment period.

Waiver Agreement:

- I understand that I have the right to decline medical, dental, and vision coverage offered to me by Frazer School District 2-2B.
- If I elect to waive medical, dental, and vision coverage, and sign this form, I cannot enroll for that coverage until the next open enrollment period.

I hereby waive medical, dental, and health coverage offered to me by Frazer School District 2-2B.

Please Print your name: _____

Social Security Number: _____

Signature: _____ Date: _____

Once you have completed this form, you should make a copy for your personal records.
Return this form to the Clerk's office.