

Master Employment Contract for Certified Educators

Ronan Pablo School District No. 30

2015-2018 School Years

Introduction	7
ARTICLE 1: RONAN-PABLO EDUCATION ASSOCIATION	7
1.1. Association Recognition	7
1.2. Definition of “Appropriate Unit”	7
1.3. Definition of “Educator”	7
ARTICLE 2: ASSOCIATION RIGHTS	8
2.1. Right to Organize	8
2.2. Pertinent Information	8
2.3. Association Business	8
2.4. Association Use of Buildings	8
2.5. Association Use of School Equipment	8
2.6. Association Use of Inter-School Communication Facilities	8
2.7. Association Involvement at Faculty Meeting	9
2.8. Exclusive Rights of Association	9
2.9. Association Leave	9
ARTICLE 3: SALARY FOR CERTIFICATED PERSONNEL	9
3.1. Salary Schedule	9
3.2 Credits for Educational Advancement	10
3.3. Stipend for Master’s Degree	11
3.4. Credit for Prior Experience	11
3.5. Free Admission to School-Sponsored Events	11
3.6. Preparation Time for Adult Education Educators	11
3.7. Mileage Reimbursement	11
3.8. Individual Contracts Subject to Master Contract	12

ARTICLE 4: DUES AND DEDUCTION	12
4.1. Association Dues Deducted From Salaries	12
4.2. Certification of Current Membership Rate	12
4.3. Dues Deducted From Final Paycheck	12
4.4. Representation Service Fee	12
4.5. Non-Liability of District and Board	13
ARTICLE 5: INSURANCE	13
5.1. Insurance Provided for Educators and Dependents	13
5.2. No Warranty by District	14
5.3. Monthly Rate	14
5.4. Expiration and Continuation of Insurance Coverage	14
ARTICLE 6: EDUCATOR LEAVE POLICY	14
6.1. General Conditions	14
6.2. Medical Leave	15
6.3. Bereavement Leave	16
6.4. Personal Leave	16
6.5. Professional Leave	16
6.6. Duty Leave	18
6.7. Formal Leave of Absence	18
6.8. Maternity Leave	19
6.9. Family and Medical Leave	20
6.10. Sabbatical Leave	20
ARTICLE 7: EDUCATOR EVALUATION POLICY	21
7.1. Introduction	21
7.2. Evaluation Form	22

7.3. Use of Evaluation Form	22
7.4. Appealing Evaluator’s Findings	22
7.5. Evaluation Schedule	22
ARTICLE 8: DISMISSAL	23
8.1. Procedure	23
8.2. Requirements Before Dismissal	23
ARTICLE 9: RESIGNATIONS	23
9.1. Conditions	23
9.2. Right to Appear Before Board	23
9.3. Intent	23
9.4. Final Pay	23
ARTICLE 10: LUNCHROOM DUTY	24
ARTICLE 11: SCHOOL YEAR LENGTH	24
11.1. Length of School Year	24
11.2. School Calendar	24
11.3. New Educator Workshop	25
ARTICLE 12: EDUCATOR RIGHTS	25
12.1. Citizenship Rights	25
12.2. Educator Safety	25
12.3. Appearances before the Employer	25
12.4. Just Cause	25
ARTICLE 13: SPECIAL DUTIES	25
ARTICLE 14: GRIEVANCE PROCEDURE	25
14.1. Definitions	25
14.2. Rights to Representation	26

14.3. Individual Rights	26
14.4. Procedure	26
14.5. Exceptions to time limits	28
14.6. No Reprisals	28
14.7. Cooperation of the Employer	28
14.8. Personnel Files	28
ARTICLE 15: THE EDUCATOR WORK DAY	28
15.1. Planning and Preparation Period	28
15.2. Substituting	29
15.3. Work Day	29
ARTICLE 16: REDUCTION IN FORCE	29
16.1. Eligibility for Reduction in Force	29
16.2. Ranking	30
16.3. Seniority	30
16.4. Eligibility for Transfer to Avoid Reduction in Force	30
16.5. Recall List	30
ARTICLE 17: TRANSFERS	31
17.1. Announcement of Vacancies	31
17.2. Transfer Requests	31
17.3. Interviews	31
17.4. Notification by Superintendent	31
17.5. Vacancies Occurring During Summer	31
17.6. Involuntary Transfers	32
ARTICLE 18: STUDENT EDUCATORS	32
ARTICLE 19: NO STRIKE/NO LOCKOUT	32

ARTICLE 20: CONTRACT	32
20.1. Requirement to Negotiate	32
20.2. Term of Contract	33
20.3. Changes to Contract	33
20.4. Compliance of Individual Contract	33
20.5. Savings Clause	33
APPENDIX A: SALARY SCHEDULE	35
A.1. School Year 2015-2016	35
A.2. School Year 2016-2017	37
A.3 School Year 2017-2018	39
APPENDIX B: GRIEVANCE REPORT FORM	41
APPENDIX C: EXTRA DUTY SCHEDULE	46
APPENDIX D: EVALUATION	50

Master Employment Contract for Certified Educators

Terms of Agreement for 2015-2018 School Years

(July 1, 2015 through June 30, 2018)

INTRODUCTION

This Master Employment Contract (hereafter, “the Contract”) is made and entered into on June 8, 2015, between (1) the Board, School District No. 30, of Ronan, Lake County, Montana (hereafter, “the Board”) and (2) the Ronan-Pablo Education Association of Ronan, Lake County, Montana (hereafter, “the Association”). All prior practices, agreements, and understandings are superseded by this Contract and are of no force or effect unless specifically incorporated herein.

ARTICLE 1: RONAN-PABLO EDUCATION ASSOCIATION

1.1. Association Recognition

The Board hereby recognizes the Ronan-Pablo Education Association, MEA-MFT, NEA, AFT, AFL- CIO, as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all educators in the appropriate unit (defined in subsection 1.2, below). The Board agrees not to bargain with or recognize any educators’ labor organization other than the Association for the duration of this Contract.

1.2. Definition of “Appropriate Unit”

The “appropriate unit”—i.e., the class of employees represented by the Association—consists of all educators who are either:

- Certified in class 1, 2, 4, 5, 6, or 7, as provided in subsection 20-4-106 of the Montana Code Annotated; or
- Licensed or authorized by an agency or board of the State of Montana to provide professional services in contact with students or other services of a professional nature and whose position requires such certification and/or license.
- Excluded from the appropriate unit are any positions that are primarily managerial or supervisory in nature, e.g., superintendents, assistant superintendents, principals, assistant principals, and supervisors.

Note: Substitute educators are not included under this Contract.

1.3. Definition of “Educator”

Unless otherwise indicated, this Contract uses the term “educator” to refer to any and all employees in the appropriate unit defined in subsection 1.2.

ARTICLE 2: ASSOCIATION RIGHTS

2.1. Right to Organize

The Board agrees that (1) individual educators shall have full rights in the designation of an exclusive representative, as provided by the laws of Montana, to negotiate the terms and conditions of this Master Employment Contract and (2) those educators shall be free from interference, restraint, or coercion by the School District or its agents, in the designation of such representatives for the purpose of collective bargaining.

2.2. Pertinent Information

The School District agrees to furnish information to the Association in response to requests and as required by applicable laws. Said information includes but is not limited to information concerning the financial resources of the district that are considered as part of the standard budgeting process.

2.3. Association Business

Representatives of the local unit of the Association will be permitted to transact official Association business on school property, provided that this shall not disrupt normal classroom activities, interfere with the duties of any educators, or otherwise hinder safe, orderly school operations. The president of the Association shall be allowed to receive telephone calls concerning Association business during school hours, but this right does not in any way reduce or relieve the president's liability for the instruction, discipline, health, or safety of the students under his or her jurisdiction.

2.4. Association Use of Buildings

The Association shall have the right to use school buildings for meetings when arranged through the normal administrative channel. School use will always take precedence.

2.5. Association Use of School Equipment

The Association shall have the right to use school equipment normally used by educators in the course of their day-to-day duties, including typewriters, computers, printers, duplicating equipment, calculating machines, and audio-visual equipment when such equipment is not otherwise in use. The Association assumes all liability for damage to such equipment and is not allowed to remove equipment from the school property without special permission.

2.6. Association Use of Inter-School Communication Facilities

The Association shall have the right to post notices of activities and matters of Association concern on educator bulletin boards. The Association may also use the District's email system to distribute communications. (Note: the District has access to all information that is sent, received, and viewed on school computers.) For communications related to Association business, the Association may use educator mailboxes and the district mail service but must provide its own postage.

2.7. Association Involvement at Faculty Meetings

The Association shall be given five minutes at the end of the first district-wide educator-orientation program to explain Association activities. No educator is obligated to remain in attendance for this presentation by the Association.

2.8. Exclusive Rights of Association

The rights and privileges of the Association as set forth in this Contract shall be granted only to the Association as the exclusive representative of the educators and to no other competing labor organization.

2.9. Association Leave

Educators attending special business meetings or conferences called by the Association will draw full pay, but they must pay their own expenses unless the Board approves otherwise. Leave for the purpose of attending Association meetings or conferences shall not exceed an annual total of eighteen days during each of the five years of this Contract.

ARTICLE 3: SALARY FOR CERTIFICATED PERSONNEL

3.1. Salary Schedule

All certificated personnel will be paid on the basis of the adopted Salary Schedules shown in appendix A of this Contract. The salary ladder is for educators participating in the Ronan/Pablo Professional Advancement System (RPPAS); the salary matrix is for educators who are not participating in RPPAS. For more information about RPPAS, please consult the RPPAS handbook. The provisions in this subsection apply to all educators, regardless of RPPAS status.

3.1.a. Mandatory Deductions

The following deductions from educator salaries are made as prescribed by law:

- Federal Income Tax
- State Income Tax
- Social Security Tax
- Montana Teachers Retirement

As also required by law, educators are covered by Industrial Accident Insurance and Unemployment Insurance without any further salary deductions.

3.1.b. Optional Deductions

Educators can authorize the following additional salary deductions:

- Annuities
- Whitefish Credit Union

- Bank assignments can be made by contacting the School District Clerk
- Association dues can be deducted from the educator's salary by completing the authorization form
- Insurance (miscellaneous)
- Representation Service Fee
- IRS 125 account

The district agrees to establish an IRS subsection 125 flexible spending plan. The Association will select the plan administrator subject to the approval of the superintendent. The district will pay the set-up costs, and the participating educators will pay the monthly administration fee.

3.1.c. Pay Issue Dates

All payments are made on the basis of each educator's contracted salary in twelve equal monthly payments, consolidated into ten warrants/deposits.

Warrants will be issued on the 20th day of each month. If the 20th falls on a weekend or school holiday, warrants will be issued on the day prior to the weekend or holiday. The October warrant will be issued on the Wednesday before the Fall Conference defined in 6.5.a.

Educators shall receive their remaining warrants for July and August at the conclusion of the fiscal year, which is June 30th.

3.2 Credits for Educational Advancement.

Under the conditions described in this subsection, educators can advance one lane on the salary matrix (appendix A) for each ten education credits they earn. Quarter credits will be counted as .67 semester credits. Credits to be used for a lane change on the salary matrix must have been earned after the educator has received the certification and endorsements necessary to qualify for the position being applied for. For educators hired after April 1, 1988, educational advancement is limited to ten credits/one lane changes per year. Also in such cases, a minimum of three credits must be from university coursework, except when a degree is earned.

All credits used for educational advancement must fall into at least one of the following four categories:

- Credits for courses that are directly related to the educator's academic teaching area, extra-curricular assignment, or that are part of a planned program that will lead to additional teaching major or minors.
- Credits for courses that are of a general foundation nature in the educational curriculum.
- Credits for courses that are being applied toward an approved program leading to an advanced degree.
- Credits for professional-development hours offered through the Office of Public Instruction. (22.5 professional-development hours are equivalent to one university semester credit.)

3.2.a. Approval for University Courses

To be used for a lane change on the salary matrix, university credits must be for courses that have received the superintendent's prior approval. If the educator does not agree with the decision of the superintendent, the matter will be submitted to a special committee consisting of one principal appointed by the superintendent, an educator appointed by the Association, and an Association member appointed by the two members. The findings of this committee must be rendered within ten school days and are final.

3.2.b. Approval for University Courses Taken During Summer

Educators taking courses during the summer will not receive credit toward educational advancement on the Salary Matrix unless they file approval requests by the last day of school in the preceding school year. The forms for advancement shall be made available in the office of each school building. Transcripts, course grade slips, or an instructor's/advisor's letter must be provided for all credits being claimed for a lane change at least two weeks prior to the September pay date for the change to be effective during that year.

3.3. Stipend for Master's Degree

All certified educators holding a master's degree from institutions accredited by the Higher Education Accreditation Commission will receive a yearly stipend of \$1,350.00.

3.4. Credit for Prior Experience

An educator applying for a teaching position in the district will be allowed credit for all years of prior employment as either a certified educator or supervisor in an accredited elementary or secondary school. One year will be granted for each year taught; 135 days or more will be counted as a full year.

3.5. Free Admission to School-Sponsored Events

Two passes for free admission to school-sponsored activities will be issued to each educator annually. One pass is nontransferable and may only be used by the educator. The other pass may be used by a guest of the educator's choice.

3.6. Preparation Time for Adult Education Educators

Adult Education educators will be allowed one-half hour paid preparation time per three hours of class teaching time.

3.7. Mileage Reimbursement

Educators are eligible to receive mileage reimbursement for driving under the following conditions:

- An educator who, during the same school day, begins the workday at one school building and then travels to another for reasons directly related to the educator's assigned duties is eligible for mileage reimbursement.
- An educator who uses a personal vehicle on a school-sponsored and approved field trip or other official school business is also eligible for mileage reimbursement.

In any given calendar year, mileage reimbursement will be at the published IRS rate for the current calendar year.

Non-school owned automobiles will be covered through the district's blanket policy for liability purposes and the school district will not accept any liability for insurance or operation of the vehicle beyond the terms of that policy.

3.8. Individual Contracts Subject to Master Contract

All individual contracts shall be subject to and consistent with the terms and conditions of this Contract. Any individual contract executed during the terms of this agreement shall expressly provide that it is subject to the terms of this Contract. If any individual contract contains any language inconsistent with this Contract, this Contract shall be controlling.

The Board shall not issue any individual contracts for professional educators included under the terms of this contract prior to the execution of this Master Employment Contract.

ARTICLE 4: DUES AND DEDUCTIONS

4.1. Association Dues Deducted From Salaries

The Board agrees to deduct dues from the salaries of its certificated educators for membership in the Ronan-Pablo Education Association, as voluntarily authorized by each educator and under the following conditions:

- (a) All dues-deduction requests must be turned in to the Clerk of the District on or before October 1st, or within 30 calendar days after the start date of contracted employment.
- (b) No cancellations or withdrawals will be allowed after October 1st.
- (c) Dues deduction will be paid according to the following process:
 - The total amount of dues will be deducted in equal monthly payments based on the number of remaining salary warrants due the educator during the school year.
 - Payment will be forwarded to the Association on a monthly basis or as otherwise directed by the Association.

4.2. Certification of Current Membership Rate

The Association will certify the current membership rate to the Board, in writing.

4.3. Dues Deducted From Final Paycheck

All remaining unpaid dues shall be deducted from the final paycheck of a person leaving the employ of the school district before the end of the school year.

4.4. Representation Service Fee

The Association, as the exclusive representative of all members of the appropriate unit, will represent all educators, Association members or not, fairly and equally. No educator shall be denied Association membership because of race, creed, color, sex, or age. Therefore, the school

district agrees that (1) beginning on or before October 1st, or within thirty calendar days after the date of contracted employment, and (2) upon notification by the Association, it will begin deducting from the monthly earnings of non-Association members, as a condition of employment, the Representation Service Fee in equal monthly payments based on the number of payroll warrants due the educator during the contract year.

The Representation Service Fee and related policies established by the Association will conform to the requirements of pertinent laws and court decisions. Any changes in the Association's Representation Service Fee amount will be certified to the Board in writing over the signature of the authorized officer(s) of the Association at least 30 days in advance of such change.

The Association agrees to provide non-members (1) an explanation of the basis for the Representation Service Fee, (2) a prompt opportunity to challenge the amount of the Representation Service Fee before an impartial decision maker, and (3) an escrow for the amounts reasonably in dispute while such challenges are pending. Any dispute between a member of the bargaining unit and the Association over the amount of the fee shall be solely between the affected bargaining unit member and the Association. Such disputes may not be processed through the grievance procedure contained in Article 14. However, nothing herein either renders non-grievable or releases the district from its obligations regarding the deduction and transmittal of the representation fee established by the Association.

All money collected as representation fees for non-Association members shall be forwarded to the Association monthly as provided for membership dues in Article 4.1.c.

4.5. Non-Liability of District and Board

The Association agrees that the District, Board, and/or their educators shall not be liable for any action taken to enforce the terms of this subsection. The Association also agrees that it will defend the District, Board, and/or their educators in any action or litigation related to the terms of this Article and brought by any educator covered by the terms of this Contract, provided that:

- The action or actions taken to enforce the terms of this Article are in compliance with this Article.
- The action or actions taken to enforce the terms of this Article were taken upon the instruction of the Association.
- The defense shall be under the control of the Association. (However, nothing in this Article precludes the District from securing representation of its own choosing, at District expense, for any legal proceeding(s) involving this Article.)

ARTICLE 5: INSURANCE

5.1. Insurance Provided for Educators and Dependents

A comprehensive health and accident insurance policy shall be provided for each educator and his or her dependents. Insurance benefits provided under the terms of this Contract shall be available to all Educators. The Association shall select the insurance carrier.

5.2. No Warranty by District

The District does not assume any responsibility for the character or validity of the insurance policy described in this Article. The District makes no implied or expressed warranties or guarantees as to the performance of any insurance policy or carrier.

5.3. Monthly Rate

The monthly rate of district contribution for this insurance policy will be \$519.11 for each participating educator. No reductions in this monthly rate will be made for single educators. No compensation will be made to any educator if the actual premium amount is less than \$519.11.

5.4. Expiration and Continuation of Insurance Coverage

Insurance coverage shall expire when an educator's contracted period of employment ends. This period shall cover a standard twelve-month payment period ending on the last day of August, unless retirement is made before the end of the school year, in which case the insurance benefits will be pro-rated on the same basis as salary. Educators who retire and assume retired status within the Retirement System can retain coverage by paying the entire premium themselves; the entire premium may be more than \$519.11. The District will not assume any responsibility for the collection or payment of retired educators' premiums. Retired educators' premiums may be mailed to the insurance carrier with the school premium, but this is simply a courtesy and does not establish a responsibility on the part of the school.

ARTICLE 6: EDUCATOR LEAVE POLICY

6.1. General Conditions

The following general conditions apply to educator leave:

- All leave must have the prior approval of the designated administrative official as defined below.
- Only principals may hire substitutes. In no case shall an educator independently arrange for a substitute. An educator needing a substitute should notify the responsible officer as soon as possible. Early notification is appreciated, so as to make the best substitute arrangements.
- Upon returning, an educator must file a Request for Leave promptly.
- The superintendent and Board reserve the right to review all leave requests.
- Educators who take unauthorized leave subject themselves to salary reductions and possible disciplinary action, which could lead to dismissal. Salary reductions for unauthorized leave will be 1/187 of that educator's contracted teaching salary per missed day.

6.2. Medical Leave

6.2.a. General

Educators will be granted fourteen days of Medical Leave per school year commencing with the first day of the school year. Educators may accumulate no more than 70 days of Medical Leave. (Educators will be paid for accumulated Medical Leave in excess of 70 days, as described in subsection 6.2e below). Should an educator resign prior to the end of his or her contracted term of employment, the Medical Leave allowance will be pro-rated and appropriate adjustments made in the final salary payment.

6.2.b. Qualifying Family Members

Sick leave may be used in the event of illness; death; and medical, dental, and optical appointments for the educator or any member of the educator's extended family listed below:

Spouse	Child	Brother-in-law
Parent	Grandparent	Sister-in-law
Brother/Sister	Grandchild	Parent-in-law
Niece/Nephew	Aunt/Uncle	Grandparent-in-law
Daughter-in-Law	Son-in-Law	

6.2.c. Verification of Illness

The Board may, at its discretion, require a doctor's statement verifying that an educator was ill before sick-leave pay will be granted.

6.2.d. Extended Medical Leave

In the event that an educator becomes ill and is absent a greater number of days than his or her Medical Leave covers, he or she will be eligible to receive the difference between the substitute's salary and his or her own salary during any additional missed time, up to a maximum of 60 additional school days.

6.2.e. Payment for Unused Medical Leave

Educators who accumulate more than 70 days of medical leave shall be paid at the rate of \$69.00 per day for each accumulated day over 70 days that is not used. Payment is to be made in June of each year. By mutual consent of the school and the educator, accumulated Medical Leave over 30 days may be paid for by the school in the manner described above and removed from the accumulated medical leave due the educator. Payment is to be made in June of each year. Upon termination of employment from the district, a tenured educator shall receive a lump sum payment for all unused days of accumulated medical leave, at the rate of \$69.00 per day.

6.2.f. Donation of Unused Medical Leave

Educators may donate all or part of the medical leave they accumulated in prior years to another certified or classified educator by completing the standard Request for Leave form after the medical leave has been used, whenever the medical leave for the recipient has expired. No educator may receive donations of medical leave until all of their medical leave and personal leave have been exhausted. No educator may receive donation of medical leave for over 45 school days.

6.2.g. Medical Leave for Adoption-Related Matters

Sick leave may be granted for educators to attend adoption hearings and/or take care of other legal matters dealing with adoption.

6.3. Bereavement Leave

Each educator will be granted 5 days of Bereavement leave each year. This leave shall be non-cumulative. If more than 5 days of leave are needed as a result of serious illness or death in the extended family (see subsection 6.2.b), Medical Leave may be used for this purpose if the educator's personal leave has been exhausted.

6.4. Personal Leave

6.4.a. General

Each educator is allowed 3 days of leave per year to take care of important personal matters. All requests for personal leave must be directed to the educator's supervising principal. Personal leave is limited to three educators per building per day on a first-come, first-served basis. The educator shall be the judge of what constitutes an important personal matter. This leave is not to be used to extend a holiday without the permission of the supervising principal. No deductions will be made from the educator's salary. The educator is required to notify the principal of plans to take personal leave as early as possible.

6.4.b. Payment for Unused Personal Leave

Educators shall be entitled to a payment of \$69.00 per day for each day of personal leave not used. Payments will be made in June of each year. However, educators may, at their option, accumulate up to 6 days of personal leave.

6.5. Professional Leave

Each educator is entitled to and shall receive, if requested, professional leave a minimum of 1 time per school year. Professional leave for this purpose does not include per diem or mileage. All professional leave must be for attendance at either a bona fide legally constituted professional meeting or a workshop concerning the specific teaching area in which the educator is assigned teaching duties.

Professional leave may be granted to educators for the purpose of visitation to other schools. Requests must be submitted in time to allow the Board to consider them at one of their regular monthly meetings. The Board will determine the merits of the requests, and its decision shall be final. Requests must be routed through the superintendent, who will refer them to the Board.

6.5.a. Fall Conference

2 days per year will be allowed for attendance at an educator-organized district or state convention, as provided in M.C.A. 20-4-304, within the following conditions:

- School will be dismissed early the day before these conventions in order to allow travel time to the sites.

6.5.b. No Loss of Pay

Educators selected for positions of responsibility or named as official delegates in professional organizations may, upon approval, attend without loss of pay.

6.5.c. Approval for Professional Leave

All requests for leave other than medical, bereavement, personal, or Article 6.5.a. of professional leave must have the prior approval or knowledge of the Board. Such approval shall be requested in time that it may be considered at a regular Board meeting.

6.5.d. Scheduling Category A and Category B Professional Leave

All requests for professional leave must be scheduled as follows:

- Category A (Leave for a Single Day): Professional leave for a single day must be scheduled by completing the appropriate form and submitting it to the superintendent 2 weeks prior to the date of the leave. Such leave shall be approved if it abides by the terms of this Contract.
- Category B (Leave in Excess of a Single Day): Professional leave in excess of a single day must be scheduled by completing the appropriate form and submitting it to the superintendent in time for it to be presented to the Board. Such leave shall be approved if it abides by the terms of this Contract.

6.5.e. Limitations Applicable to Professional Leave

The following limitations shall apply to professional leave:

- No more than three educators in the District may take professional leave at any one time, determined on a first-come, first-served basis. Except by special permission not more than one person from any one grade or department may take leave at any one time.
- Either Category A or B Professional Leave will constitute the "one-time" professional leave of this Contract.

- The Board reserves the right to limit Category B Professional Leave to not more than 20 times per year total for the entire faculty.
- No professional leave will be granted in excess of 5 school days.
- The Board may grant exceptions to these restrictions. However, nothing contained herein constitutes a responsibility on their part to consider or approve any exceptions.

6.6. Duty Leave

Duty Leave is defined as leave taken by an educator to fulfill a request by an administrator or to carry out duties of an educator's individual contract. All duty leave requires the prior approval of the principal/director.

Duty leave shall include but not be limited to the following:

- Traveling with extra-curricular groups.
- Supervising students on field trips and excursions.
- Visiting other schools at the request of an administrator.
- Attending curriculum meetings held during school hours.
- Visitation and/or attendance at workshops to fulfill curriculum-committee duties at the request of an administrator.
- In-service professional development training required during the school day.

6.7. Formal Leave of Absence

6.7.a. Eligibility

Eligibility for a formal leave of absence is based on a minimum of 3 years of consecutive teaching experience in the district.

6.7.b. Salary and Medical Leave During Leave of Absence

Except as specified below, no salary will be paid or Medical Leave earned during a leave of absence. The educator will not advance a longevity step while on a leave of absence.

6.7.c. Advancement During Leave of Absence

In the case of a formal leave of absence granted for study at an accredited institution of higher education, fulfillment of duties in an elected office, to participate in a formal educator exchange, or reasons specified in 6.7.e, an educator may be approved to advance one year on the Salary Schedule. However, at the Board's discretion, a leave of absence may also be granted without advancement on the Salary Schedule.

6.7.d. Leave of Absence for Study

To qualify for a formal leave of absence for study at an institution of higher education, the educator's proposed course of study must earn eight semester hour credits per quarter, or the equivalent. Educators who are on leaves of absence must formally notify the district by March 15 of the leave year of their intentions to return to the district for the following year.

6.7.e. Other Conditions for Leave of Absence

- No formal leave of absence will be granted for a period to exceed 1 school year.
- Special formal leave of absence will be granted for compulsory fulfillment of a military obligation.
- Accumulated Medical Leave benefits will be retained for a period of 1 year during a leave of absence.
- The Board reserves exclusive jurisdiction over the granting of leaves of absence. Requests must be made to the Board through the superintendent not later than April 1st of the year preceding the requested leave of absence, except in cases of recuperation from illness or compulsory fulfillment of military obligation.
- All permissive leaves of absence (i.e., non-guaranteed leaves of absence granted at the sole discretion of the Board) are restricted to not more than four persons a year with 5 years between leaves. This permissive leave of absence will be granted based on the applicant's number of years in the district's employ.

6.7.f. Assignment After Leave of Absence

Educators on leave will be notified of vacancies in the district as they become available. Educators returning from leaves of absence will be assigned as follows:

- Kindergarten through fifth grade educators returning from a leave of absence are entitled to a teaching position in kindergarten through fifth grade;
- Sixth through eighth grade educators returning from a leave of absence are entitled to a teaching position in sixth through eighth grade; and
- High school educators are entitled to a teaching position in ninth through twelfth grade in their field(s) of endorsement.

6.8. Maternity Leave

An educator who becomes pregnant shall notify the administration as soon as possible so that disruptions to the school's functioning can be minimized. A decision as to when the educator will start maternity leave will be reached in consultation between the educator, her doctor, and her administrator, based on (1) her health and safety and (2) her ability to perform her duties to an acceptable standard. Extended medical leave may be used only if the medical condition of the mother requires it. Personal leave can be used for maternity leave. A leave of absence (described in subsection 6.7.b) may also be used for maternity leave, in which case the educator may retain health and accident-insurance coverage through self-payment of all premiums. (See subsection 5.4 for more information about self-payment of insurance premiums.)

6.9. Family and Medical Leave

Educators will receive family and medical leave benefits as described in the Federal Family and Medical Leave Act (FMLA). Family and medical leave will run consecutive to, not concurrent with, other paid leaves available to the educator, unless the educator specifies otherwise.

Unpaid FMLA leaves of up to 12 weeks per fiscal year will be granted to all educators.

For the purposes of FMLA leave, see subsection 6.2.a. for qualifying family members. FMLA leave for any person not listed in subsection 6.2.a can only be granted at the Superintendent's discretion.

6.10. Sabbatical Leave

6.10.a. Conditions

Sabbatical Leave may be granted under the following conditions:

- The number of educators on Sabbatical Leave at one time shall not exceed one percent of District educators, or a minimum of one educator.
- An educator who has served 7 consecutive years in the Ronan-Pablo Public Schools is eligible for Sabbatical Leave for a period of 1 or 2 semesters.
- Sabbatical Leave may be granted for the purposes of study or fieldwork directly related and essential to classroom instruction. The educator on Sabbatical Leave for study or fieldwork shall carry at least eight semester hours or credits each quarter or its equivalent as certified by the appropriate authority at the college or university being attended.
- An educator who has been granted Sabbatical Leave shall not be eligible for further Sabbatical Leave before completion of an additional seven consecutive years of teaching in the District.

6.10.b. Salary During Sabbatical Leave

An educator on Sabbatical Leave shall be paid half of his or her regularly scheduled salary. Payment of this half-salary amount is to be made in the following manner:

- A total of two thirds will be paid in equal monthly payments during the period of the leave.
- The remaining one third will be paid at the end of the first pay period of the first year following the Sabbatical Leave.

6.10.c. Reimbursing Salary

Before beginning Sabbatical Leave, educators shall enter into a special contract with the Board stating that if through their own choice they do not return as educators of the District, they shall be obligated to reimburse the District for the gross amount of salaries paid to them while they were on leave, plus interest at a rate of ten percent per annum on the unpaid balance. Interest shall accrue from the first day of the contract year for which the educator was to have returned. Any

educator taking Sabbatical Leave to perform fieldwork and who receives pay for the work shall have the amount received deducted from his or her salary payments. The educator shall notify the District of the address where salary checks shall be mailed.

6.10.d. Medical Leave Benefits During Sabbatical Leave

An educator granted Sabbatical Leave shall retain sick-leave benefits, but shall not add to them while on leave.

6.10.e. Health insurance During Sabbatical Leave

Educators granted Sabbatical Leave may retain the standard school health and accident-insurance coverage provided for regular educators. This coverage shall be paid for by the school, provided that such educators first enter into a special contract with the Board stating that if through their own choice they do not return as educators of the District, they shall be obligated to reimburse the District for the gross amount of premiums paid on their behalf while they were on leave.

6.10.f. Advancement During Sabbatical Leave

A full year for which an educator is on Sabbatical Leave shall be counted as a year of teaching experience for purposes of advancement on the Salary Schedules. Educators whose Sabbatical Leaves are less than a full year can use this leave time toward advancement on the Salary Schedules, provided that they fulfill their contracted duties for the rest of the year.

6.10.g. Sole Jurisdiction of Board

The Board reserves sole jurisdiction over the granting of Sabbatical Leave. Requests must be made to the Board through the superintendent no later than April 1st of the school year preceding the requested Sabbatical Leave.

ARTICLE 7: EDUCATOR EVALUATION POLICY

7.1. Introduction

The principle purpose of evaluation is to assess and improve the professional performance of the educator. Specific details of the evaluation process for each educator may vary according to whether or not said educator is participating in the Ronan/Pablo Professional Advancement System (RPPAS). Participation in RPPAS is mandatory and automatic for all educators hired by Ronan/Pablo School District No. 30 during or after SY 2006-07. Educators whose employment with the district commenced before the 2006-07 school year are not required to participate in RPPAS but may elect to do so. For more information about RPPAS, please consult the Ronan/Pablo Professional Advancement System Manual, which the Association and District agree constitutes an addendum to this Contract with the same standing and status as the language contained herein. The following general requirements apply to all evaluations (formal observations documented in writing) and visitations.

7.2. Evaluation Form

The form reprinted in Appendix D of this Contract will be the official form to be used after all formal visitations and as a summary of informal visitations for educators not participating in the RPPAS. One copy of the form shall go to the educator, one to the educator's personnel file, and one copy to the principal.

The form shall be considered part of this Contract and will be designed by a committee comprising two members of the Association and two District principals. The completed form shall be presented to the District and Association for approval. If approval is not secured by the last day of formal negotiations, the previous year's evaluation instrument shall be reused for another year.

7.3. Use of Evaluation Form

Each formal observation shall be reduced to writing on the form described above and shall be followed within four days by a conference between the evaluator and the educator in order for questions arising from the observation to be discussed. All copies of the evaluation form shall be signed by the evaluator and the educator. The educator's signature shall only indicate receipt of the form. The parties recognize that day-to-day observations may be conducted, and nothing herein shall limit the right of the administration to so observe and to take appropriate actions as a result of such observations so long as such actions comply with other Articles of this Contract.

7.4. Appealing Evaluator's Findings

Should the educator disagree with the evaluator's findings, any or all of the following steps may be taken:

- The educator may discuss the matter informally with the evaluator.
- The educator may write an official statement and have this statement attached to the evaluation form in the personnel file.
- Within ten school days of receiving the form, the educator may make a request to the superintendent for an evaluation by another person.
- The educator may initiate an action under the grievance procedure described in subsection 14.4 of this Contract. Grievance form found in Appendix B of this Contract.

7.5. Evaluation Schedule

Formal visitations shall last one instructional period and result in completion of the evaluation form.

Informal visitations can be shorter than formal visitations but must occur when the instructional process is taking place and also must be followed by a conference within three days after each visit.

Non-tenured educators shall receive a minimum of three formal evaluations completed in three different quarters, based on formal classroom visitations. There shall be a minimum of one informal visitation made to the classroom prior to formal visitations for evaluation.

Tenured educators on the matrix shall be evaluated every second year on a formal basis using a minimum of a single evaluation report based on one formal evaluation, with the rotation to be established by the administration.

ARTICLE 8: DISMISSAL

8.1. Procedure

Dismissal procedures during the school year will conform in all respects with the laws of the State of Montana.

8.2. Requirements Before Dismissal

No educator shall be dismissed for teaching deficiencies or incompetence except after (1) a conference between the administrators, supervisors, and educator and (2) a good-faith effort on the part of administrators and supervisors to assist the educator in correcting any shortcomings.

ARTICLE 9: RESIGNATIONS

9.1. Conditions

In the event that there arise alleged grievances, health problems, or other circumstances in which the educator cannot with sincere conscience fulfill his or her contracted duties, he or she may submit a resignation request for consideration. The following conditions apply:

- The resignation request shall take the form of a letter stating the reasons for the request in as much detail as possible.
- The District has sole authority to approve or deny resignation requests, based on criteria that the District deems appropriate.
- The District will consider the availability of an adequate substitute for any educator making a resignation request.

9.2. Right to Appear Before Board

Anyone making a resignation request shall have the right to appear personally before the Board. Requests to appear will be routed through and confirmed by the superintendent.

9.3. Intent

A contract is a legal and binding instrument to be dissolved only by mutual consent. Educators must observe the intent of their contracts. Approval of resignations, at any time, is at the discretion of the Board. The Board will not grant any release from contract after June 15 unless a qualified replacement has been secured.

9.4. Final Pay

An educator who submits a resignation request that is effective and approved before the expiration of his or her contract shall receive a final salary payment commensurate with the time served before leaving.

ARTICLE 10: LUNCHROOM DUTY

Educators may eat in the lunchroom if they wish. Payments are made on the same basis as students and educators must observe all regulations concerning the purchase of tickets. Educators are required to be in the lunchroom for supervision duties as principals may direct.

ARTICLE 11: SCHOOL YEAR LENGTH

11.1. Length of School Year

The school year shall consist of not less than 187 or more than 189 days, consisting of pupil-instruction related (PIR) and pupil-instruction (PI) days as approved by the State Department of Public Instruction. Evening sessions of Parent-Teacher Conferences shall be counted as partial PIR days, based on the proportional time involved.

11.2. School Calendar

The annual School Calendar shall be drawn up by the School Calendar Committee and approved by the Board.

The School Calendar Committee will be made up of the following voting members from the District, who shall meet prior to February 1 of each year:

- Two Association members appointed by the Association president,
- Two school administrators appointed by the superintendent,
- One trustee appointed by the Board chairperson, and
- One high school student as recommended by the high school principal.

The Association members and administrators shall be selected in such a manner that no two will be from any one of the following buildings: Pablo Elementary School, K. William Harvey Elementary School, Ronan Middle School, and Ronan High School. However, the participation of a high school student will not preclude appointment of a high school administrator or staff member to the committee.

The School Calendar Committee shall submit a recommended calendar, along with other options which were presented for consideration, to the Board for final adoption by the April Board meeting. Failure to submit a recommended calendar by the April Board meeting shall not prevent the Board from proceeding with the adoption of a Calendar after the April Board meeting. If the committee presents a proposed calendar to the Board and the Board does not ratify the proposed calendar, the rejected calendar and the Board's objections will be returned to a new calendar committee, with all-new members, selected and formed as described in subsection 11.2.a, above. This committee will then make a final recommendation on the school calendar to the Board. The Board reserves the right to approve the calendar.

After adoption of the School Calendar, there shall be no deviation from or change to the calendar except by mutual agreement of the Board and the Association, except in cases of emergency. It is agreed that school can be suspended due to emergency situations by the superintendent. The scheduling of any make- up days shall be in compliance with this Article.

11.3. New Educator Workshop

All new educators and any educators returning to the District after an absence of one or more years must participate in a workshop at a time designated by the District just before the start of the school year. The workshop shall not exceed four hours, will be in addition to the regular school year, and shall be a part of the contracted obligation of the new or returning educator.

ARTICLE 12: EDUCATOR RIGHTS

12.1. Citizenship Rights

Nothing contained in this Contract can enlarge on or decrease the rights of educators as citizens under the laws of the state or nation. Any such abridgment or alteration of those rights shall be null and void, as determined by a judicial body of proper jurisdiction.

12.2. Educator Safety

Educators will not be required to perform any duty that threatens their personal safety.

12.3. Appearances before the Employer

All educators are entitled to have present a representative of the Association during any appearance before the Board or its agents concerning any matter that could result in disciplinary action.

12.4. Just Cause

No educator may be disciplined or discharged without just cause. Nothing in this provision shall limit the Board's ability to non-renew a non-tenured educator in accordance with Montana law.

ARTICLE 13: SPECIAL DUTIES

Educators shall perform such playground, noon, recess, detention, and bus-loading duties as principals direct. No other extra-curricular duties other than those specified herein may be assigned.

ARTICLE 14: GRIEVANCE PROCEDURE

14.1. Definitions

A "grievance" is defined as a claim of an alleged violation of the terms of this Contract. A "grievant" is the party filing a grievance and may be an educator, a group of educators, or the Association.

A "party of interest" is:

- The grievant, and/or
- Any person who might be required to take action in order for the grievance to be resolved, and/or
- Any person against whom action might be taken in order for the grievance to be resolved. "Days" are educator workdays, except as otherwise indicated. If the stipulated time limits are not met by the District, the grievant shall have the right to appeal the grievance to the next level of the procedure.

14.2. Rights to Representation

At least one Association representative shall have the right to be present for any meeting, hearing, appeal, or other proceedings relating to a grievance that has been formally presented.

If, in the judgment of the Association, a grievance affects a group of educators or the Association, the Association may initiate and submit such grievance in writing to the superintendent directly, and the grievance process shall commence at Step 2. An Association-initiated grievance shall be entitled to receive the same consideration and follow the same procedure as in individual-initiated grievance, even if there is no individual aggrieved person involved with the claim. Class grievances involving more than one administrator and grievances involving any administrator above the building level may be filed by the Association at Step 2, except as outlined in Article 14.3(a).

In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.

14.3. Individual Rights

Nothing contained herein shall be construed as limiting the right of any educator to resolve complaints through administrative channels, outside the grievance process, or to resolve complaints without the intervention of the Association, as long as the disposition is not inconsistent with the terms of this Contract.

A grievant may be represented at all stages of the grievance procedure by himself or herself, or, at his or her option, by an Association representative selected by the Association. Even 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.

14.4. Procedure

Step 1

The parties in interest acknowledge that it is usually most desirable for an educator and his or her immediate involved supervisor to resolve problems through free and informal communications. Within fifteen days following knowledge of the act or condition that is the basis of the complaint, the grievant may present the grievance in writing using the form provided in Appendix B of this

Contract. The form shall list the specific provisions of this Contract alleged to have been violated and shall be presented to the immediately involved supervisor, who will arrange for a meeting to take place within five school days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the grievant and the Association with a written answer describing his or her proposed response to the grievance and the reasons for that response within two days after the meeting.

Step 2

If, within five days, the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within two school days after presentation of the grievance, then the grievance may be referred to the superintendent or his or her official designee. The superintendent shall arrange for a hearing with the grievant and/or the Association to take place within five days after his or her receipt of this appeal. 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 hearings, the superintendent will have two days to provide his or her written decision, including reasons for the decision, to the grievant and to the Association.

Step 3

If, within five days, the grievance has not been resolved at Step 2, the grievance may be presented to the Board for consideration. The Board reserves the right to review or not to review the grievance but must make that decision within five days after receipt of the written appeal. In the event that the Board chooses to review the grievance, the Board or a committee or representative(s) thereof shall, within five days, meet to hear the grievance. After this meeting, the Board shall have a maximum of two days in which to reduce its decision to writing.

Step 4

If the grievant is not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within two school days after the hearing with the Board, he or she may request in writing that the Association submit the grievance to arbitration.

Step 5

Upon receipt of such a request, and if the Association determines that the grievance has merit, it may within ten school days after the Association has received the written request for arbitration request a list of arbitrators from the Board of Personnel Appeals. The parties in interest will be bound by the procedural rules of the arbitrator. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties in interest. However, if one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs of the transcript. If both parties request transcripts, they shall share the costs equally. The arbitrator's decision shall be final and binding.

14.5. Exceptions to time limits

The time limits provided in Article 14 shall be strictly observed unless extended by written agreement of the parties. The following conditions apply:

- When a grievance is submitted on or after May 15th, time limits shall be understood to refer to calendar days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Otherwise, all times limits are understood to refer to school days.
- Notwithstanding the expiration of this Contract, any claim or grievance arising hereunder may be processed through this grievance procedure until resolved.

14.6. No Reprisals

No reprisals of any kind will be taken by the Board, the school administration, or by the Association or any of its members against any person because of participation or a refusal to participate in this grievance procedure.

14.7. Cooperation of the Employer

The Board and the administration will cooperate with the Association in its investigation of any grievance and further will furnish the Association such information as is requested for the processing of any grievance. The Association shall also cooperate with the District at the appropriate level, Step 3, also supplying any such requested information. Should the investigation of any grievance require that an educator or an Association representative be absent from his or her regular assignment, he or she may use personal leave while absent, subject to prior notification.

14.8. Personnel Files

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

ARTICLE 15: THE EDUCATOR WORK DAY

15.1 Planning And Preparation Period

Educators shall have 45 minutes of uninterrupted time for planning and preparation each school day. The educator may use this time for planning, evaluation, or consultation with students and/or coworkers. Half-time and part-time educators shall receive half of this planning and preparation time. If, because of budgetary limitations, it is impossible or undesirable to provide the 45 minute period, the School District reserves the right to instead pay the educator the equivalent value of such time on a pro-rated basis of the educator's annual salary. Such pay does not constitute salary as applied to the tenure statutes.

15.2 Substituting

In the event of substitute shortage, the School District may ask an educator to substitute during his or her planning period. If the educator agrees to substitute during his or her planning period, he or she shall be paid \$20.00 per planning period. Such pay does not constitute salary as applied to the tenure statutes. An educator may not be penalized or disciplined for refusing to substitute during his or her planning period.

15.3 Work Day

The educator workday begins 20 minutes prior to the start of class in the morning and ends 30 minutes after the release bell at the end of the school day, with the exception of Fridays. On Fridays, the end of the educator workday shall be the same as the dismissal time for students in the building the educator is assigned to, but the equivalent number of hours may be reimbursed to the district in the form of staff meetings. The educator workdays at specific school buildings are as follows:

- K. Wm. Harvey Elementary: 8:00 a.m. to 3:50 p.m.
- Pablo Elementary: 7:40 a.m. to 3:30 p.m.
- Ronan Middle School: 8:10 a.m. to 4:00 p.m.
- Ronan High School: 8:10 a.m. to 4:00 p.m.

In addition to the above instructional day, educators will from time to time be required to attend mandatory staff meetings after the usual workday. Mandatory staff meetings extending the workday will be held no more than twice a month, excluding emergency meetings. Such meetings will not run later than or otherwise extend the educator workday more than 1 hour. Staff meetings, excluding emergency meetings, will be scheduled in advance, with input from the staff. Dates and times of non-emergency meetings will be published in the school/staff bulletin 5 working days in advance. Non-emergency meetings will be held on school days, but never on Fridays or the day preceding a holiday recess.

In addition to the 30 minutes on Fridays discussed above, when educators are released early (other than staff development early release) the equivalent number of hours shall be reimbursed to the district in the form of evening activities such as, but not limited to, Back to School Night, Open House, extra or extended parent-educator conference day/hours as scheduled on the school calendar, or curriculum work.

ARTICLE 16: REDUCTION IN FORCE

16.1. Eligibility for Reduction in Force

When, because of financial and/or other reasons it becomes necessary to reduce the certificated teaching staff, the Board reserves the full authority to decide which programs, grades, or positions shall be eliminated. The decision as to which tenured educators are to be retained shall be made exclusively on the basis of length of service in the teaching profession in School District No. 30

and their certification to legally teach in positions held by educators with shorter lengths of service in the district. Educators shall be allowed one summer school session to bring their certifications up to full state standards. Provisional Certification shall not be acceptable.

16.2. Ranking

All tenured educators shall be ranked according to length of service in the District, published by the administration no later than October 1st. A tenured educator whose job is eliminated under this subsection shall be entitled to transfer to another job for which he or she is qualified, as described in subsection 16.1, above. A tenured educator may not be laid off ("RIF'ed") if there is a probationary/non-tenured educator employed at the same time in a position for which the tenured educator is certified and endorsed. The decision to replace an educator under the terms of this subsection shall be subject to the Grievance Procedure.

16.3. Seniority

For the purposes of Article 16, seniority will be computed from an educator's most recent date of hire in the bargaining unit. Seniority will continue to accrue during all leaves of absence. When seniority is equal between or among educators, ranking of those educators will be based on comparison of their compliance with certification and accreditation standards. When such ranking is also equal, ranking of those educators shall be determined by the date and time when each educator signed his or her contract.

16.4. Eligibility for Transfer to Avoid Reduction in Force

Educators wishing to transfer because of a reduction in force must meet all certification and accreditation standards.

16.5. Recall List

Any tenured educator who is subject to a reduction in force will be placed on a recall list. Whenever the District determines that a vacancy exists for a bargaining unit position, tenured District educators on the recall list who are properly certified to teach in the vacant position will be recalled in the order of seniority described in subsection 16.3. No new educators shall be hired by the District while there are educators on the recall list unless none of the educators on the list is properly certified to fill the vacancy in question.

If an educator has been subject to a reduction in force and has displaced another educator or has been recalled to a position other than the one held prior to the reduction in force, the educator will remain eligible for recall in accordance with the provisions of this Article.

Notice of recall will be given by registered mail to the last address given to the District by the educator. A copy of the notice of recall will be given to the Association. If he or she fails to respond within ten (10) calendar days after receipt of the notice, or if the notice is returned to the District, the educator will be deemed to have refused the offered position.

An educator subject to a reduction in force will remain on recall until June 30th of the calendar year immediately following the calendar year in which the reduction in force took place unless the educator:

- Waives his or her recall rights in writing;
- Resigns;
- Fails to accept recall to the position held immediately prior to the reduction in force or to a substantially equivalent position; or
- Fails to report to work in a position he or she has accepted unless such educator is sick or injured.

Recalled educators who have secured temporary employment elsewhere will be allowed a reasonable amount of additional time before being required to report for work.

ARTICLE 17: TRANSFERS

17.1. Announcement of Vacancies

Announcement of vacancies shall be posted on one staff bulletin board at each school site. A copy of the announcement will be sent via school email accounts to the members of the Association. Where specific training, experience, or other qualifications are prerequisites, such conditions will be stated in the announcement. Vacancies will remain posted for seven school days.

17.2. Transfer Requests

Educators wishing to transfer to another position within the district shall file written requests with their building principals, who shall forward the request to the superintendent.

17.3. Interviews

Educators requesting transfers will be interviewed by principals who indicate they have a position in the educator's certificate endorsement area(s) in compliance with accreditation standards.

17.4. Notification by Superintendent

The superintendent shall notify the applicant in writing of the action taken on his or her request.

17.5. Vacancies Occurring During Summer

Whenever vacancies occur during the summer months when regular school is not in session, the following procedure will be followed:

- Educators with specific interests in possible vacancies will notify the superintendent, or his or her designee, of their interest, in writing, during the last regular week of school and shall include a summer address.

- Should a vacancy occur, the educators who have expressed an interest in said position and who are fully qualified for the vacancy shall be contacted in writing by the superintendent or his or her designee, and notified of the vacancy.
- Within 3 days of such notification, educators so notified shall have the responsibility of contacting the superintendent or his or her designee to indicate their interest in said position.
- Final decision for filling vacancies is the responsibility of the Board.

17.6. Involuntary Transfers

The following conditions apply to involuntary transfers:

- Prior to ordering an involuntary transfer, the superintendent shall first consider those educators who have filed a written request for transfer. After such consideration, the superintendent may notify an educator that he or she is to be involuntarily transferred.
- The affected educator shall be notified in writing both of the transfer and the reasons for the transfer.
- The affected educator shall, upon request, be granted a meeting with the superintendent to discuss the matter. Requests for such meetings must be made within 5 working days after the notice of transfer has been received. If, after the meeting, the superintendent still intends to transfer the educator, and the educator does not agree to the transfer, the educator may, within 5 working days, appeal to the Board for consideration at the next scheduled special or regular meeting. The final decision rests with the Board.

ARTICLE 18: STUDENT TEACHERS

All student teaching assignments are to be made through building offices. No assignments will be made without mutual consent of the supervising educator and the building office.

ARTICLE 19: NO STRIKE/NO LOCKOUT

During the term of the Contract, there shall be no strikes, work slowdowns, or other activities which may have the effect of reducing the work normally performed by educators of the District, nor shall the District conduct a lockout or similar activity against educators.

ARTICLE 20: CONTRACT

20.1. Requirement to Negotiate

Except as hereafter provided, nothing contained herein requires either party to negotiate the terms of this Contract during the effective period of this Contract. Should negotiations be held on an item, this Contract remains in effect until negotiation is successfully completed and confirmed by both parties.

20.2. Term of Contract

The provisions of this Contract will be effective as of July 1, 2015 and will continue to remain in full force and effect through June 30, 2018 (“the term”). Said Contract will be renewed automatically and continue in full force and effect for an additional period of one year unless either party gives written notice to the other party not later than March 1st of its desire to reopen this Contract and to negotiate over the terms of the successor Contract. In the event that either party gives such notice, negotiations shall be reopened on any selected item(s) contained therein, but all remaining Articles shall be extended without further negotiations.

20.3. Changes to Contract

For the term of this Contract, no changes shall be made to any provision unless by mutual written consent of the parties.

20.4. Compliance of Individual Contract

Any individual contract between the Board and an educator shall be subject to and consistent with the terms and conditions of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract shall be controlling.

20.5. Savings Clause

If any provision of this Contract or any application thereof is finally held by a court of competent jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by the court’s finding, but all other provisions or applications shall continue in full force and effect. Following a court’s finding, and at the request of either party, negotiations shall immediately commence to effectuate the original intent of the parties within the limitations of the court’s decision.

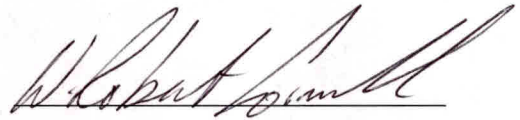
IN WITNESS THEREOF, duly authorized representatives of the Ronan-Pablo Education Association and the Board hereunto set their hands and seals this 8th day of June 2015.



President

Ronan-Pablo Education Association

Ronan, Montana

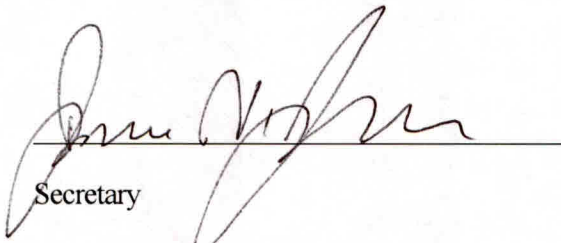


Chairman

Board, School District No. 30

Lake County, Ronan, Montana

ATTEST:



Secretary

Ronan-Pablo Education Association

Ronan, Montana



Clerk

Board, School District No. 30

Lake County, Ronan, Montana

APPENDIX A: SALARY SCHEDULE

The salary ladder is for educators participating in the Ronan/Pablo Professional Advancement System (RPPAS); the salary matrix is for educators who are not participating in RPPAS. For more information about RPPAS, please consult the RPPAS manual, considered a binding addendum to this Contract.

A.1. School Year 2015-2016

2015-2016 CERTIFIED EDUCATOR SALARY LADDER (1.5% Increase)	
Step	Annual Salary
21	\$72,917
20	\$71,398
19	\$68,839
18	\$67,320
17	\$65,801
16	\$64,282
15	\$62,765
14	\$60,206
13	\$58,686
12	\$57,168
11	\$55,649
10	\$54,131
9	\$51,572
8	\$50,053
7	\$48,534
6	\$47,016
5	\$45,497
4	\$42,939
3	\$41,419
2	\$39,901
1	\$38,382

2015-2016 Certified Educator Salary Matrix						
	A	B	C	D	E	F
Step/Lane	BA	BA+10	BA+20	BA+30	MA/BA+40	MA+10/ BA + 50
0	\$31,492	\$32,626	\$33,791	\$34,389	\$34,957	\$36,090
1	\$32,846	\$34,106	\$35,397	\$36,059	\$36,657	\$37,917
2	\$34,200	\$35,587	\$37,004	\$37,728	\$38,358	\$39,743
3	\$35,554	\$37,067	\$38,610	\$39,397	\$40,058	\$41,570
4	\$36,909	\$38,547	\$40,215	\$41,066	\$41,759	\$43,396
5	\$38,263	\$40,027	\$41,822	\$42,736	\$43,459	\$45,223
6	\$39,617	\$41,507	\$43,428	\$44,404	\$45,160	\$47,049
7	\$40,971	\$42,987	\$45,035	\$46,074	\$46,861	\$48,876
8	\$42,326	\$44,467	\$46,640	\$47,743	\$48,562	\$50,702
9	\$43,680	\$45,947	\$48,246	\$49,411	\$50,262	\$52,529
10	\$45,035	\$47,428	\$49,853	\$51,081	\$51,963	\$54,356
11		\$48,908	\$51,458	\$52,750	\$53,663	\$56,182
12			\$53,064	\$54,419	\$55,363	\$58,009
13			\$54,671	\$56,088	\$57,064	\$59,835
14*				\$57,758	\$58,764	\$61,662

*Longevity increase for educators after Step 14 (BA+50/MA +10) of \$400.

A.2. School Year 2016-2017

2016-2017 CERTIFIED EDUCATOR SALARY LADDER (1.5% Increase)	
Step	Annual Salary
21	\$74,010
20	\$72,469
19	\$69,872
18	\$68,330
17	\$66,788
16	\$65,246
15	\$63,706
14	\$61,109
13	\$59,567
12	\$58,025
11	\$56,484
10	\$54,943
9	\$52,346
8	\$50,803
7	\$49,262
6	\$47,721
5	\$46,180
4	\$43,583
3	\$42,040
2	\$40,499
1	\$38,958

2016-2017 Certified Educator Salary Matrix

	A	B	C	D	E	F
Step/Lane	BA	BA+10	BA+20	BA+30	MA/BA+40	MA+10/ BA + 50
0	\$31,965	\$33,116	\$34,298	\$34,905	\$35,481	\$36,632
1	\$33,339	\$34,618	\$35,928	\$36,600	\$37,207	\$38,486
2	\$34,713	\$36,121	\$37,559	\$38,293	\$38,933	\$40,339
3	\$36,088	\$37,623	\$39,189	\$39,988	\$40,659	\$42,194
4	\$37,463	\$39,125	\$40,819	\$41,682	\$42,386	\$44,047
5	\$38,837	\$40,627	\$42,449	\$43,377	\$44,111	\$45,902
6	\$40,212	\$42,130	\$44,079	\$45,070	\$45,838	\$47,755
7	\$41,586	\$43,632	\$45,710	\$46,765	\$47,563	\$49,609
8	\$42,960	\$45,134	\$47,340	\$48,459	\$49,290	\$51,463
9	\$44,335	\$46,636	\$48,970	\$50,152	\$51,016	\$53,317
10	\$45,710	\$48,139	\$50,601	\$51,847	\$52,742	\$55,172
11		\$49,641	\$52,230	\$53,541	\$54,468	\$57,025
12			\$53,860	\$55,236	\$56,194	\$58,879
13			\$55,491	\$56,929	\$57,920	\$60,733
14*				\$58,624	\$59,646	\$62,587

*Longevity increase for educators after Step 14 (BA+50/MA +10) of \$400.

A.3 School Year 2017-2018

2017-2018 CERTIFIED EDUCATOR SALARY LADDER (1.5% Increase)	
Step	Annual Salary
21	\$75,120
20	\$73,556
19	\$70,920
18	\$69,355
17	\$67,790
16	\$66,225
15	\$64,662
14	\$62,025
13	\$60,460
12	\$58,896
11	\$57,331
10	\$55,767
9	\$53,131
8	\$51,566
7	\$50,001
6	\$48,437
5	\$46,873
4	\$44,236
3	\$42,671
2	\$41,107
1	\$39,542

2017-2018 Certified Educator Salary Matrix

	A	B	C	D	E	F
Step/Lane	BA	BA+10	BA+20	BA+30	MA/BA+40	MA+10/BA + 50
0	\$32,444	\$33,612	\$34,813	\$35,429	\$36,013	\$37,181
1	\$33,839	\$35,137	\$36,467	\$37,149	\$37,765	\$39,063
2	\$35,234	\$36,663	\$38,122	\$38,868	\$39,517	\$40,945
3	\$36,629	\$38,187	\$39,777	\$40,588	\$41,269	\$42,827
4	\$38,025	\$39,712	\$41,431	\$42,307	\$43,021	\$44,708
5	\$39,420	\$41,236	\$43,086	\$44,027	\$44,773	\$46,590
6	\$40,815	\$42,762	\$44,740	\$45,746	\$46,525	\$48,471
7	\$42,210	\$44,287	\$46,396	\$47,466	\$48,277	\$50,354
8	\$43,605	\$45,811	\$48,050	\$49,186	\$50,029	\$52,235
9	\$45,000	\$47,336	\$49,704	\$50,905	\$51,781	\$54,117
10	\$46,396	\$48,861	\$51,360	\$52,625	\$53,534	\$55,999
11		\$50,386	\$53,014	\$54,344	\$55,285	\$57,880
12			\$54,668	\$56,064	\$57,037	\$59,763
13			\$56,323	\$57,783	\$58,789	\$61,644
14*				\$59,503	\$60,541	\$63,526

*Longevity increase for educators after Step 14 (BA+50/MA +10) of \$400.

APPENDIX B: GRIEVANCE REPORT FORM

GRIEVANCE REPORT FORM

School District No. 30

Lake County

Ronan, Montana

INSTRUCTIONS: Prepare four copies of this report. Send the original to the first level of grievance to be forwarded at each step, send one copy to the Association, one copy to the superintendent, retain one copy.

Aggrieved Person _____ Date Filed _____

School _____ Subject Area or Grade _____

1. Date Grievance Occurred _____

2. Statement of Grievance:

3. Action Requested or Relief Sought:

(attach additional sheet if needed)

Signature of Aggrieved

Date

LEVEL I

1. Decision of the principal or immediate supervisor:

Signature or principal/supervisor

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 Aggrieved

Date

LEVEL II

1. Date received by superintendent or Designee

2. Decision of superintendent or Designee:

Signature of superintendent or Designee

Date

3. Grievant's Response

I accept the above decision

I hereby refer the above decision to the next step of the Grievance
Procedure

Signature of Aggrieved

Date

LEVEL III

1. Date submitted to the Board:

2. Date heard by the Board:

3. Action of the Board:

4. Grievant's Response:

___ I accept the above decision

___ I hereby refer the above decision to the next step of the Grievance Procedure

Signature of Aggrieved

Date

1. Date Submitted to the Association

2. Date Considered by the Association

3. Action of the Association:

Signature: Association

Date

LEVEL V

1. Date Referred to the Board of Personnel Appeals

2. Referred by _____

3. Arbitrator Selected _____

Signature: Association

Date

Action of the Arbitrator:

Signature of Arbitrator

Date

(A letter from the Arbitrator can be attached in place of the report of the Arbitrator in Level V)

APPENDIX C: EXTRA DUTY SCHEDULES

Payments shall be made to educators fulfilling the special duties shown in the tables below. The payment amounts are based on the percentage shown, multiplied by the base salary \$38,382 specified in appendix A of this Agreement.

All special duties shall be certified by a special contract with the person fulfilling same. Extra duty payments paid to educators shall be added to the basic teaching salary accordingly. Activities with delimited seasons, e.g., football, speech and drama, etc., are denoted on the schedule with single asterisks (*) and are paid during the course of the season in equal installments, or at the end of the activity season as elected by the employee.

Those special duties that are ongoing during the school year are denoted with double asterisks (**) and are paid over the course of the school year. The District reserves the right to delete any of the positions listed, or add new positions at District discretion.

Compensation for new positions will be at a mutually agreed upon rate and will not require reopening of the contract. Salaries for head coaches (Cheerleading, Speech, Football, Basketball, Wrestling, Volleyball, Track, Cross Country, Tennis, Golf & Softball) shall be increased for each consecutive year of District service, as shown in the “Head Coach’s Longevity Clause” table to the right. Years of experience are generated in this district and may not transfer in and may only accumulate within a specific head coaching position. Head coaches may not combine years of experience from multiple coaching positions.

Head Coach's Longevity Clause	
1-3 years	0.00%
4-6 years	1.00%
7-9 years	1.50%
10-12 years	2.00%
13-15 years	2.50%
16-18 years	3.00%
19-21 years	3.50%
22-24 years	4.00%
25+ years	4.50%

In addition, coaches whose seasons are lengthened due to success (Football, Basketball, Softball, and Volleyball) will receive \$300.00 per week that the season is extended.

C.1. Extra Duty Payment Schedule: FY 2015-2018

Extra Duty Payment Schedule: FY 2015-2018			
Payment Method	Special Duty	Percentage of Base Salary (Base salary = \$38,382).	Payment Amount
**	Adult Ed Co	10.00%	\$3838.20
**	Adult Ed Teacher		\$25 per hour
**	Band, Concert	4.00%	\$1,535.28
**	Band, Jazz	4.00%	\$1,535.28
*	Band, Pep	8.00%	\$3,070.56
*	Head Cheerleading Coach (Fall)	9.50%	\$3,646.29
*	Head Cheerleading (Winter)	9.50%	\$3,646.29
**	Chorus	7.00%	\$2,686.74
**	Concession Stand	13.00%	\$4,989.66
**	Driver's Education		\$25 per hour
**	National Honor Society Advisor	3.50%	\$1,343.37
**	FFA Advisor	15.00%	\$5,757.30
**	FCCLA Advisor	7.00%	\$2,686.74
**	Fourth Grade Choir	1.00%	\$383.82
**	Scheduling Counselors		1 Week @ Daily
**	Jr. Class Advisors (Max 6)	0.50%	\$191.91
**	Librarians		1 Week @ Daily
**	HS Robotics	6.00%	\$2,302.92
**	MS Robotics	3.00%	\$1,151.46
*	MS Academic Bowl	3.00%	\$1,151.46
**	Production Drama	7.00%	\$2,686.74
**	Drama Assistant	3.00%	\$1,151.46
**	School Newspaper	5.00%	\$1,919.10
**	HS Annual Advisor	4.00%	\$1,535.28
**	MS Annual Advisor	4.00%	\$1,535.28
**	Show Choir Director	5.00%	\$1,919.10
**	Show Choir Assistant	4.00%	\$1,535.28

*	Summer VoAg	15.00%	\$5,757.30
**	VICA Advisor	7.00%	\$2,686.74
**	BPA Advisor	7.00%	\$2,686.74
**	HOSA	7.00%	\$2,686.74
Speech			
*	Head	13.00%	\$4,989.66
*	Speech Assistant (Total of 1)	8.00%	\$3,070.56
Football			
*	Head	15.00%	\$5,757.30
*	HS Assistant (Total of 5)	8.00%	\$15,352.80
*	MS Coordinator	5.00%	\$1,919.10
*	MS Assistant (Total of 4)	4.00%	\$6,141.12
Boys Basketball			
*	Head	15.00%	\$5,757.30
*	HS Assistant (Total of 2)	8.00%	\$6,141.12
*	MS Assistant (Total of 4)	5.00%	\$7,676.40
*	6th Little Dribbler Coordinator	1.50%	\$575.73
Girls Basketball			
*	Head	15.00%	\$5,757.30
*	HS Assistant (Total of 2)	8.00%	\$6,141.12
*	MS Assistant (Total of 4)	5.00%	\$7,676.40
*	6th Little Dribbler Coordinator	1.50%	\$575.73
Wrestling			
*	Head	15.00%	\$5,757.30
*	HS Assistant (Total of 1)	8.00%	\$3,070.56
*	MS Coordinator	5.00%	\$1,919.10
	MS Assistant	4.00%	\$1,535.28
Track			
*	HS Coordinator	11.00%	\$4,222.02
*	HS Assistants (Total of 3)	7.00%	\$8,060.22
*	MS Coordinator	5.00%	\$1,919.10
	MS Assistant (Total of 3)	4.00%	\$4,605.84

Cross Country			
*	HS Head	8.00%	\$3,070.56
*	HS Assistant	4.00%	\$1,535.28
*	MS Coordinator	3.00%	\$1,151.46
Volleyball			
*	HS Head	15.00%	\$5,757.30
*	HS Assistant (Total of 2)	8.00%	\$6,141.12
*	MS Coordinator	5.00%	\$1,919.10
	MS Assistant (Total of 3)	4.00%	\$4,605.84
Tennis			
*	HS Head	11.00%	\$4,222.02
*	HS Assistant	6.00%	\$2,302.92
*	MS Coordinator	5.00%	\$1,919.10
*	MS Assistant (Total of 2)	4.00%	\$3,070.56
Golf			
*	Head	10.00%	\$3,838.20
*	HS Assistant (Total of 1)	6.00%	\$2,302.92
Softball			
*	Head	11.00%	\$4,222.02
*	HS Assistant (Total of 1)	7.00%	\$2,686.74

APPENDIX D: EVALUATION

**School District No. 30
Lake County Ronan, Montana
Supervisory Report**

Date of visit: _____ Teacher Observed: _____
 Period: _____ Subject-Grade: _____ Time: _____

INSTRUCTIONS: Each item listed below shall be examined by the evaluator. Characteristics that are in need of improvement shall be checked and comments made relative to that characteristic. The absence of a check or comment indicates satisfactory progress in that area. Comments may also be used for commended characteristics.

I. Personal Characteristics	Comments
a. Dresses in a neat and respectable manner _____ b. Punctuality _____ c. Rapport with peers, administration, and parents _____ d. Health _____ e. Speaks in a clear and understandable manner _____ f. Mutual respect shown between student and teacher _____	
II. Professional Characteristics	
a. Willingness to accept responsibility during school- outside school when related to school assigned functions _____ b. Ability to cope with special problems _____ c. Evidence of continuing professional growth _____ d. Knowledge of subject matter _____ e. Shows interest and enthusiasm in teaching _____ f. Shows purposeful progression towards objectives _____ g. Shows evidence of planning and organization _____ h. Uses variety of techniques in presentation of materials _____ i. Provides for individual differences when possible _____ j. Works with special programs (when possible) _____	
III. Evidence of Pupil Learning	
a. Positive student response _____ b. Students oral and written feedback _____ c. Students interest and attention _____ d. Student performance _____	
IV. Classroom Environment	
a. Discipline _____ b. Bulletin boards, displays and observable projects in room when applicable _____ c. Classroom arrangement: Room appropriate to children and subject matter _____ d. Evidence of maintenance and wise use of room, materials, books and other public property _____	

Principal: _____ Date: _____ Teacher: _____ Date: _____

Signature by teacher indicates that he or she has read above report and does not mean that he or she agrees to the evaluation.
 Teachers are referred to Master Contract, Section 7.03.

White -- District copy Yellow - Principal's copy Pink - Teacher's copy