07/01/2025

COLLECTIVE BARGAINING AGREEMENT

between

BOARD OF TRUSTEES
NOXON SCHOOL DISTRICT No. 10

and

NOXON EDUCATION ASSOCIATION



SCHOOL YEARS 2025-2027

ARTICLE 1 - RECOGNITION	2
ARTICLE 2 - AGREEMENT ALL-INCLUSIVE	2
ARTICLE 3 - NEGOTIATIONS PROCEDURE	2
ARTICLE 4 - BOARD RIGHTS	3
ARTICLE 5 - ASSOCIATION RIGHTS	3
ARTICLE 6 - TEACHER RIGHTS	3
ARTICLE 7 - GRIEVANCE PROCEDURE	5
ARTICLE 8 - LAYOFFS	7
ARTICLE 9 - WORKLOAD AND CONDITIONS	8
ARTICLE 10 - WORK YEAR	9
ARTICLE 11 - TEACHER PROTECTION	9
ARTICLE 12 - LEAVE	9
ARTICLE 13 - PAY AND EXPENSES	13
ARTICLE 14 - PERSONAL COMPENSATION	14
ARTICLE 15 - ABOVE-SCHEDULE ALLOWANCES FOR EXTRA DUTY	15
ARTICLE 16 - HEALTH INSURANCE	15
ARTICLE 17 - TEACHER EVALUATION	16
ARTICLE 18 - MISCELLANEOUS AGREEMENTS	18
ARTICLE 19 - DURATION	18

This Agreement is entered into this **12th Day of May, 2025** by and between the Board of Trustees, School District No. 10, Noxon, Montana, hereinafter called the "Board"; and the Noxon Education Association, affiliated with the Montana Education Association and National Education Association, hereinafter called the "Association".

ARTICLE 1 - 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 District agrees not to bargain with or recognize any teachers' organization other than the Association for the duration of this Agreement.

1.2 Appropriate Unit Definition: The Association shall represent members of the appropriate unit which shall consist of all teachers of the district who are certified in Class 1, 2, 4, 5, or 6 as provided in section 20-4-106, Montana Code Annotated, and whose position calls for or require such certification and or license, or those positions that have heretofore been included in the appropriate unit, but shall exclude the following: Superintendent, principals, assistant principals, supervisors as defined in section 39-31-103, Montana code annotated, and all other employees.

ARTICLE 2 - AGREEMENT ALL-INCLUSIVE

2.1 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties, and such amendments shall be in writing and attached to and made part of this Agreement.

2.2 Any contract between the Board and the teachers shall be expressly subject to the terms and conditions of this Agreement. Contracts exhibited in Addendum A and B shall be the contracts used for the duration of the Agreement.

ARTICLE 3 - NEGOTIATIONS PROCEDURE

3.1 Meeting of the Bargaining Teams: Requests for meeting from the Association shall be made to the Chairman of the School Board. Meeting requests from the Board will be made to the Association President. Mutually convenient meeting dates and times will be set at the first negotiating meeting and a meeting held within thirty days of the date of the request.

3.2 Records and Materials: Each party will provide the other party with copies of all records and materials referred to in the discussions upon request, unless such materials are confidential, and/or too voluminous to be practically reproduced, and the cost of such records and materials shall be borne by the party receiving them, if requested. The above records and materials may include copies of the preliminary budget at the discretion of the Superintendent of the District.

3.3 First Meeting: The first meeting of the bargaining teams will review the items presented by the Association for negotiation to be certain that the items are clearly and completely stated to accurately define each subject.

3.4 Agreements Tentative: All agreements reached during the bargaining are tentative until bargaining on all items has been completed and shall then be included in the final written agreement for presentation to the Association and Board of Trustees for ratification.

ARTICLE 4 - BOARD RIGHTS

The District reserves all rights to determine policy and operate the affairs of the District within the limits of applicable laws and the terms of this Agreement. Said rights shall include those provided in 39-31-303, M.C.A.:

1) direct employees; 2) hire, promote, transfer, assign and retain employees; 3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and unproductive; 4) maintain the efficiency of government operations; 5) determine the methods, means, job classifications and personnel by which government operations are to be conducted; 6) take whatever actions may be necessary to carry out the missions of the District in situations of emergency; and 7) establish the methods and processes by which work is performed.

ARTICLE 5 - ASSOCIATION RIGHTS

5.1 Association Business: Representatives of the Association and its affiliates will be permitted to transact official Association business on school property, provided that this shall not disrupt normal school operations. Designated representatives of the Association shall be allowed to make and receive telephone calls, faxes, e-mail, and other communiqués concerning Association business during school hours provided that such use does not disrupt the regular business of the District (i.e. classroom, assemblies). Monthly charges, where applicable, will be billed to the Association by the Clerk.

5.2 Association Use of Buildings: The Association and its representatives shall have the right to use school buildings for meetings after the normal school day. The Administration shall be asked in advance of the time and place of all such meetings.

5.3 Association Use of Inter-school Communication Facilities: The Association shall have the right to post notices of activities on teacher bulletin boards. The Association may use teacher mailboxes for communication to teachers. Nothing of a derogatory nature concerning the teaching staff, the Board or Administration may be posted on the school premises.

ARTICLE 6 - TEACHER RIGHTS

6.1 Monitoring and Observation of Teacher: All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices, without knowledge of the teacher, shall be strictly prohibited.

6.2 Teacher Safety and Well-being: Teachers will not be required to perform any duty or act which threatens anyone's physical safety or well-being. If a teacher becomes aware of an

unsafe condition, he/she shall attempt, if appropriate, a reduction or elimination of the condition. In the alternative, the teacher shall immediately inform the District.

6.3 Uniform Application of Rules and Regulations: Every effort shall be made to see that all rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District.

6.4 Appearances before Employer: A teacher shall be entitled to have present, at his/her request, at least one representative of the Association during any Board or Administration requested appearance concerning any matter. A teacher shall be given prior written notice of reason for such a meeting or interview by the Board.

6.6 Just Cause: Tenured teachers shall be disciplined, terminated, or dismissed only with just cause. "Just Cause" Just cause is defined as a reasonable grounds based on a failure to satisfactorily perform job duties, disruption of district operations, and violation of district policies. The termination of non-tenured teachers shall be governed only by Montana statutes.

6.7 Vacancies and Transfers: Information regarding vacancies and new positions will be publicized to the staff by posting notices on the teacher room bulletin boards and an email to all teachers. In addition to any outside applications, each member of the faculty who applies for an open position on the faculty shall be interviewed for the opening. In the event such an applicant is not assigned the open position or transfer, the District shall notify the applicant in writing of the reasons for the decision within seven (7) days.

A. Requests by an employee for a transfer to a different class, building, or position shall be made in writing to the Superintendent and the Union President.

B. An involuntary transfer shall not result in the loss of compensation, seniority or fringe benefits.

1. All expenses necessitated by an involuntary transfer shall be borne by the Board. Adequate time, without loss of salary, shall be provided for the person to effectuate the transfer.

C. The District maintains the right to determine the best candidate for each open position, and for each voluntary/involuntary transfer.

6.8 Teacher professional development days may replace the MEA educators' conference. These days may include weekends, evenings and summer workshops, including June. Before swapping other workshops for MEA days, approval must first be obtained from the superintendent. These workshops must be attended prior to the MEA days and teachers must also provide proof of attendance to the superintendent upon return in order for those days to count towards the next school year's MEA days. It is understood that teachers will

not receive additional pay for these professional development days, and the provisions of Article 12.2 in this Agreement do not apply.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Definition: A *grievance* is defined as a claim based upon an alleged violation, misinterpretation or misapplication of any specific provision of this Agreement. A *grievant* is a teacher, group of teachers, or the Association filing a grievance. A day is defined as a calendar day.

7.2 Rules:

A. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of organization representatives.

B. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation, nor will a teacher who refuses to participate be adversely treated.

C. The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

D. Any teacher or administrator or the Board has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the teacher and/or the Association deems it necessary. Illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.

E. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance. Any final disposition of the grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.

F. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during school hours, all employees whose presence is required shall be excused, without loss of pay, for that purpose.

G. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

7.3 Procedures:

A. ***First Step:*** An attempt will be made to resolve any grievance in informal, verbal discussion between the complainant and his/her immediate supervisor.

B. ***Second Step:*** If the grievance cannot be resolved informally, the aggrieved teacher shall follow the grievance in writing within 30 days of the date of the incident given rise to the grievance. The written grievance shall state the nature of the grievance, the specific clause or clauses of the Agreement allegedly violated, and the remedy requested. The principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate in writing to the teacher within 10 days.

C. ***Third Step:***-In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within 10 days of the principal's written decision or answer, an appeal with the Superintendent. Within 10 days after such written appeal is filed, the aggrieved, representative of the aggrieved, if desired, the principal and the Superintendent or his/her designee, shall meet to hear the appeal. The Superintendent, or his/her designee, shall file an answer within 10 days of the meeting and communicate in writing to the teacher, the principal, and the Association.

D. ***Fourth Step:*** In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved teacher shall file, within ten days of the Superintendent's written decision or answer at the third step,-an appeal with the Board of Trustees. The Board will hear the appeal at its next regularly scheduled Board meeting or special board meeting. The Board Chair, or his/her designee shall communicate the Board's decision in writing within ten days of the hearing of the appeal.

E. ***Fifth Step:*** If the grievance is not resolved satisfactorily to the Teacher, there shall be available a fifth step of impartial arbitration. The Association may submit, in writing, a request to enter into such arbitration within 10 days of receipt of the Board's written decision at Step Four. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven days, the Board of Personnel Appeals will be requested to provide a panel of seven arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

1. Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement and applicable state and federal laws.

ARTICLE 8 - LAYOFFS

8.1 Layoff Procedure: Teachers shall be laid off in accordance with the procedure set forth herein.

A. If a position is to be eliminated, the District shall give notification of layoff to the least senior teacher in that position.

B. A teacher who is notified of layoff will have the right to displace any less senior teacher whose work he or she is certified to perform. Written notices of intent to exercise this right must be given to the Superintendent, with a copy to the Association, within five working days after a teacher is notified of layoff. Within three days after the teacher gives such notification, the Superintendent will notify the less senior teacher that he or she is to be displaced.

C. A teacher who displaces another teacher will be placed on the proper step of the salary schedule (for the new position) according to their experience and education and will retain all accrued benefits.

D. A teacher who is said to be displaced pursuant to this section will have the same displacement rights vis-à-vis less senior teachers as a teacher who is laid off.

E. A teacher who is notified of layoff shall be entitled to use any available sick leave and personal leave to seek other employment.

8.2 Seniority: For purposes of this Article, seniority will be computed from a teacher's most recent date of hire in the school system and will begin to accrue as of the first day of actual service in the school system. Seniority will continue to accrue during all paid leaves of absence. 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 by current placement on the salary schedule. When seniority and preparation level are equal between or among teachers, ranking of those teachers shall be determined by experience level (high school

experience for a high school position, etc.). When seniority, preparation level and experience level are equal between or among teachers, ranking of those teachers shall be determined by the drawing of lots.

8.3 Recall Procedure: Whenever there is a vacancy in a bargaining unit position, laid off teachers who have the required endorsement for the position in question will be recalled in order of seniority up to one year-from the date of their layoff.

8.4 Procedures Governing Recall:

A. Notice of recall will be given by registered mail to the last address given to the Board by the teacher being recalled. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten calendar days after receipt of the above notice or recall, or after thirty total days, the teacher will be deemed to have refused the position offered.

B. A teacher who is laid off due to staff reduction will remain on the recall list for one year after the effective date of layoff unless the teacher:

1. Waives recall rights in writing;

2. Resigns;

3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position;

4. Fails to report to work in a position that he or she has accepted unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he or she will be allowed a reasonable amount of additional time before required to report for work.

ARTICLE 9 - WORKLOAD AND CONDITIONS

9.1 The Administration shall make every reasonable effort to give notice to the teachers of their scheduled class assignments for the forthcoming year no later than the last day of school. Teachers will be consulted should any problems arise regarding change of assignment due to enrollment changes or other unforeseen circumstances.

9.2 Teacher Workload - Class Size:

A. "Standards for Accreditation of Montana Schools" shall be used as minimum standards except as specifically stated in this Agreement.

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

9.3 Work Day: The regular work day shall not exceed eight hours, 8:00 a.m. to 4:00 p.m. Pupil Instruction Related days, per ARM 10.55.714, shall not exceed six (6) hours daily and shall not exceed seven (7) days yearly.

9.4 Faculty Meetings: Teachers will be required to attend no more than twenty faculty meetings held before or after the normal workday. No meeting shall last more than one hour in length unless mutually agreed upon by those in attendance.

9.5 On days preceding holidays, weekends, or full school recesses, the teacher's day shall end at the close of the students' school day.

9.6 Preparation Time: K- 12 teachers shall have a student-free preparation periods (TO BE NO LESS THAN 1 CLASS PERIOD) per day. Any part-time teacher shall be allowed prorated preparation time. There may be deviation from this provision in the event of an emergency.

9.7 Grades will not be due until three (3) working days after the end of the term.

9.8 Should a Para/Aide assigned to a student, and the student is subsequently discharged, then the duties of the Para/Aide will be assigned tasks deemed necessary by the administration, including but not limited to recess and lunch supervision.

ARTICLE 10 - WORK YEAR

10.1 The school calendar shall be approved annually by the Board of Trustees.

10.2 The NEA will nominate a calendar committee to work with administration on setting up the school calendar for the following year.

10.3 Create a PIR committee before May 1st each year that will establish a collaborative list of PIR options for the following school year.

ARTICLE 11 - TEACHER PROTECTION

The School Board will include all certified staff under contract, for the duration of the teaching contract, on the District's personal liability policy.

ARTICLE 12 – LEAVE

12.1 Sick-Emergency Leave:

A. Ninety-six hours per teaching school year shall be credited to each teacher at the beginning of each teaching year. Unused sick-emergency days of leave will be allowed to accumulate to a maximum of 1,320 hours. In the event the teacher uses all 96 hours of sick-emergency leave before the end of the teaching year and either quits or is fired, said teacher will be held liable to reimburse the District the monetary value of the balance of the unearned sick-emergency leave before said teacher will receive his/her final paycheck. Employees shall receive pay ¼ of daily

rate for unused sick hours over the maximum of 1,320 hours. This shall be included on the last paycheck for the school year.

B. Sick-emergency leave aside from personal illness or doctor's appointment may be taken for the following reasons:

1. Serious affliction or doctor's appointment of one of the employee's immediate family, requiring the employee's presence. The immediate family is defined as wife or husband, child, father, mother, brother, sister, grandparent, or guardian.

2. Death in the employee's or spouses immediate family.

3. Attendance at funeral of a fellow employee or attendance at the funeral of a close friend will be limited to one day.

C. Sick leave donation: During the school year any teacher or administrator may, at his or her discretion, donate not more than two days of his or her sick leave to a teacher or administrator who has exhausted his/her own sick leave due to personal illness. Total of such donated sick leave shall not exceed sick leave accrued by the recipient at the time the illness began, nor shall more than thirty days of sick leave be donated for this purpose. All sick leave must come from currently accumulated sick leave of the donor at the usual rate as specified in Board policy. The donor and recipient have not later than five working days after the recipient's return to work to notify the Superintendent of the requested leave transfer on forms provided by the District.

12.2 Professional Leave: Two days of professional leave for in-service training with no loss of pay will be allowed provided that the Administration has given prior approval, and a report is submitted to the superintendent upon the teacher's return. If requested, the superintendent may at his/her discretion grant additional professional leave upon confirmation of enrollment or attendance at a workshop or professional development program. Teachers granted additional professional leave will also not incur a loss in pay while attending the approved workshop or professional development program.

12.3 Personal Leave: Thirty-two hours is designated as personal business leave. Such personal leave may be taken the day before or the day after a vacation. *Forty-eight hours' notice will be given to the Superintendent (or may be allowed at the discretion of the Superintendent in the event of an emergency). *This will be on a first-come, first-served basis.

12.4 Eight hours of unused personal leave is allowed to carry-over for a maximum accumulation of 40 hours. The balance of unused Personal Leave will be credited to sick leave at the end of the teaching year to the maximum allowable.

12.5 Reimbursement of Accumulated Sick Leave:

A. Upon termination of service, a tenured teacher will be reimbursed for his or her accumulated sick leave at the rate of $25.00 per eight hours to a maximum of $4,125. No teacher shall be eligible for severance pay until they have completed one full year as a tenured teacher. After 15 years of service in the Noxon School District, the rate will be $30.00 per eight hours to a maximum of $4,950. After 20 years of service in the Noxon School District, the rate will be $35.00 per eight hours to a maximum of $5,775.

B Retirement Sick Leave Payout:

1. Notification Requirement:
   a All notification requirements outlined in Section 12.5C shall apply to this retirement payout provision.
2. Eligibility Requirements:
   a The teacher must have a minimum of 25 years of experience reportable to the Teachers' Retirement System (TRS).
   b The teacher must have taught at Noxon School District for a minimum of 10 years.
3. Payout Structure:
   a Eligible teachers shall receive $87 for every 8 hours of accumulated sick leave.
   b The maximum payout shall not exceed $14,355.
4. Multiple Retirements:
   a If multiple teachers retire in any given school year, priority for this enhanced payout rate shall be given to the teacher with greater seniority at Noxon School District, as prescribed in Article 8.2 of this document.
   b Only one teacher per school year may receive this enhanced payout rate.
5. Calendar Contingency:
   a If the current 165-day school calendar changes by more than 1% (increases or decreases), this provision must be renegotiated.
   b Until such renegotiation is completed, all sick leave payouts will revert to the terms specified in Section 12.5A.

C. Any teacher who plans to leave the District with a reimbursement for sick/personal leave of more than $1,750 must notify the District by January 15 of that year. The District Clerk and the Noxon Education Association President will attempt to provide written reminders of this requirement to the teachers by January 8. If the teacher fails to give notification, the maximum amount he/she receives would be $1,750. If extenuating circumstances (such as, but not limited to: job relocation, limited to: severe illness or accident, death in the family, divorce, relocation of spouse) occur for a teacher in which they were unable to give notice by January 15, this could be waived at the discretion of the Superintendent.

12.6 Sick-emergency and Personal Leave Definition: For the purpose of Sick-emergency Leave and Personal Leave, a school day constitutes an eight-hour period and a class period constitutes a one hour period. In the event a teacher is absent for a whole day, eight hours

will be subtracted from his/her accumulated sick leave. In the event a teacher is absent for one period, one hour will be subtracted from his/her cumulative sick leave. Time taken for leave purposes will be rounded to the nearest quarter hour.

12.7 Extended Leaves of Absence: Extended leaves of absence without salary will be provided upon application and approval of the Board of Trustees, for such reasons as extended personal illness, public office, and military service (as provided by law). The District also must have the right to have notification two months in advance, of intent to take maternity leave. This, of course, could be extended with the Board's permission and with written request from a doctor.

12.8 Sabbatical Leave:

A. Request for Leave: Requests for sabbatical leave shall be directed to the Superintendent's office and shall be in writing and shall specify the purpose and the proposed length of the leave indicating a detailed outline of intended educational program. Applications for sabbatical leave shall be submitted on or before December 1 preceding the year for which leave is requested.

B. Availability of Leave:

1. Only certified staff members may apply and must have completed at least seven years of teaching service in the Noxon school system.

2. The Board shall review each request on a case-by-case basis and shall have sole authority to grant or not grant sabbatical leave to any applicant.

3. Leave may be granted for advanced study, research, exchange teaching, or travel and must demonstrate a distinct and direct correlation to the teacher's position in Noxon Schools. Such correlation must be clearly demonstrated prior to leave being approved by the Board of Trustees.

4. Leave may be granted for up to one year contract period only.

5. Teachers on approved leave will receive a stipend of $5,000 to be paid at the end of the first pay period (August 24) of the year following the successful completion of the planned objectives of the sabbatical leave and return to teaching duties at Noxon School. All monetary stipends are subject to all federal, state and other payroll deductions normally taken out of wages under the law.

6. If the teacher fails to return to Noxon Public Schools or fails to comply with the submitted and approved program, he/she automatically relinquishes all rights to any monetary benefit and the Leave Agreement will be considered as any other broken contract.

7. The teacher must agree to return to Noxon School System, as a teacher, for two years following the sabbatical leave unless otherwise released by the

Board. Failure to comply will result in the teacher having to reimburse the District for monetary compensation remitted.

8. Teachers returning from sabbatical leave shall resume teaching on the same step of the salary schedule they would have been prior to going on sabbatical leave. No credit is to be given on the salary schedule for the time spent on leave of absence.

9. A written report summarizing educational and/or other activities and experience shall be submitted to the Board and Administration before the end of the first pay period (September 24) of the year of the teacher's return. A complete, official transcript of all earned credits shall be submitted to the Board upon the teacher's return to the District. Failure to comply with this provision shall constitute cause for forfeiture of the monetary reimbursement provided for in 12.7(B)(5), above.

10. It is further understood that approval of any sabbatical leave of absence shall be predicated upon the availability of a proper substitute teacher during the regular teacher's absence. Approval of the substitute teacher shall be the prerogative of the Administration.

12.9 Other Leave: A leave of absence without pay may be taken by a teacher the day before or the day after a vacation at the discretion of the Superintendent of the District.

12.10 Abuse: Any teacher who abuses the leave policy will forfeit one day's pay based on the school calendar adopted annually by the Board of Trustees, for each day of abuse. The teacher will be notified in writing of the reasons for the forfeiture prior to receiving the paycheck in which the forfeiture occurs.

12.11 Any teacher required by law to appear for Jury Duty will be granted professional leave for the duration of said duty. To receive this leave, the teacher must reimburse the district the amount paid for each jury duty day they must miss work, minus any mileage allowance.

ARTICLE 13 - PAY AND EXPENSES

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 as required by the Board or Administration. The provision is not applicable for certification or job description requirements.

Teachers will receive a $1800 annual stipend for completion and current maintenance of National Board Certification status.

The District will cover the cost up to $100 per year for payment of registration fees for professional organizations, State and/or National.

The employee will notify the District Clerk by April 1 of each year if he/she plans to request payment of education credits during the current fiscal year.

ARTICLE 14 - PERSONAL COMPENSATION

14.1 Salary Schedule: The salaries of teachers covered by this Agreement are set forth in the following items and in Appendices B-1 and B-2, which are attached to and incorporated in this Agreement. The Salary Schedule in Appendix B-1 shall remain in effect from July 1, 2025 through June 30, 2026 and Appendix B-2 from July 1, 2026 through June 30, 2027. Negotiations may be reopened by mutual consent of both parties. If the STARS ACT funding ceases before this contract expires, either the District or NEA may reopen negotiations.

14.2 Prior Experience: One year must equal one FTE (full time equivalent) teaching outside the Noxon system or six months FTE (full time equivalent) successful teaching within the system. Outside experience may be up to ten years.

14.3 Contract Adjustments: A teacher's intent to advance on the salary schedule due to accumulation of additional credits must be given in writing to the Noxon School Clerk and Noxon School Superintendent by January 15 of the current school year. The Noxon Education Association President will attempt to provide written reminders of this requirement to the teachers by January 8. A record of credits must be filed with the Noxon School Superintendent by October 1. This documentation may be in the form of an official transcript or course grade slip showing final grades and credits earned.

14.4 Recognition for Additional Preparation:

A. Starting salaries begin with receipt of a BS or BA degree in education except in class 4 or other like hires. Compensation for additional credit will be provided after, and only after receipt of a BS or BA degree and these credits must pertain to the teacher's teaching area or area(s) or endorsements. Any lanes already granted to current employees from prior years shall remain. All credits acceptable toward Montana teachers' certification or renewal of teaching certificates will be accepted as additional professional preparation to advance the teacher's preparation status on the salary schedule providing the credits are within the teacher's teaching area or the teacher has prior consent of the School Board before taking different credit areas. A lane advance on the salary schedule is defined as 15 quarter hours of credit or 10 semester hours. If credits received are based on semester hours, multiply by 1.5 to calculate quarter hours. 15 OPI renewal credits will be accepted and equal to 1 semester hour of credit.

B. In the case that there is not an agreement between the School Board and the teacher with regard to whether the additional credits are applicable to the teacher's teaching area, a panel of three will be selected and their decision will be deemed final. This panel will be made up of one Board member, one member of the teacher

organization and the third member selected by the first two. Any training disallowed by the Board or Panel will not be counted toward an additional training step. All decisions will be made final prior to the teacher enrolling in the study. Any teacher requesting such a hearing after completion of the study will be refused credit for an educational step.

14.5 Pay Periods:

A. Teachers may individually elect to receive their contract salary in ten or twelve payments.

B. Payroll checks shall be issued on the 24th day of each month, except in cases of an emergency. If the 24th falls on a day when school is not in session, teachers shall receive their payroll checks on the last previous day that school is in session, except in cases of any emergency.

14.6 Mileage Allowance: Teachers required in the course of their work to drive personal automobiles from one school to another shall receive a car allowance at the State of Montana prescribed rate. The same allowance shall be given for use of personal cars for field trips or other District business as approved in advance by the Administration.

14.7 Pay Deductions: For the purpose of pay deductions, each day is calculated at a fraction of the total teaching contract (numerator = 1; denominator = Pupil Instruction days plus Pupil Instruction Related days). In the event employment is terminated before the expiration date of a contract, the teacher will be paid for days taught on the basis of the same fraction of the contracted salary per day taught. (The contracted above-schedule allowance for extra duties shall be prorated if necessary, on the basis of the relation between the period of time actually served on the extra duty and the period of time during which the extra duty was scheduled.)

14.8 Selling of Tickets at Athletic Events: The District shall pay $10.30 per hour worked to an individual who sells tickets at an athletic event, unless a contract for less is agreed upon between the individual or organization.

ARTICLE 15 - ABOVE-SCHEDULE ALLOWANCES FOR EXTRA DUTY

See the Extra Duty Schedule (Addendum C-1 for 2025-26 SY & C-2 for 2026-27 SY).

ARTICLE 16 - HEALTH INSURANCE

16.1 Health insurance will be offered to all employees. For employees who take insurance, the monthly employer contribution amount shall be $950.

Employees hired on or before 2019-2020 school year who are opting out of the group health insurance and are receiving the employee stipend are grandfathered at the $765 employee stipend. Teachers who qualify for the district's health insurance opt-out must provide their existing health insurance documentation to receive the stipend.

Moving forward, new employees hired for the 2020-2021 school year and beyond will be offered health insurance. If they opt-out, they shall not receive any stipend.

16.2 Part-time employees: All benefits provided by the Agreement shall be prorated for part-time employees.

16.3 Insurance Benefit Options: The District provides group health insurance coverage for qualified employees and their dependents and pays a portion of the premium thereof: any additional insurance monies allotted to the employee beyond the health care premium will be deposited into a health savings account or appropriate pre-tax plan as determined by the employee.

The District agrees to pay the grandfathered opt-out employee, in lieu of the health insurance benefit, the negotiated District employee stipend of $765, which will be added to their paycheck as an OPT-OUT benefit. (Note: this opt-out option does not add additional wages when calculating TRS contributions but will be included in wages when calculating all taxes.)

16.4 Carrier: It is agreed that the District is not an insurance carrier, and it shall not be liable for any failure to pay claims. An insurance committee consisting of not more than three members appointed by the Association and not more than three appointed by the District shall make recommendations only to the Board regarding the carrier. The Board retains the right to determine the carrier. The level and type of benefits shall not be reduced without negotiations. For teachers under contract, coverage will run from July 1st through June 30th.

ARTICLE 17 - TEACHER EVALUATION

17.1 Evaluation Method: The evaluation instrument is MT EPAS. Evaluation of teacher performance shall be done by the Superintendent or Principal or the supervisor of the appropriate area and must be based on his/her own observations.

17.2 Prior Notice of Evaluation: All teachers shall, at the time of employment or within the first week of the school term, be thoroughly advised as to the evaluative procedures which are provided for by this Agreement.

17.3 Areas of Evaluation: Teachers shall be evaluated in their areas of certificate endorsement only, or, if their positions do not require certification, in their major/minor fields of study.

17.4 Pre-evaluation Conference: A pre-evaluation conference shall be held between the teacher and the evaluator so that the evaluator can be apprised of the teacher's objectives, methods and materials planned for the situation to be observed before the first evaluation. The second will be on an impromptu basis.

17.5 Conditions of Evaluation: All monitoring or observation of the teacher's activities shall be conducted openly and with the teacher's full knowledge and awareness. Two days prior

notice of intent to observe and evaluate shall be given the teacher before the first formal evaluation.

17.6 Number of Evaluations:

A. Evaluation will continue throughout the teacher's service, although the supervisory burden will naturally be greater in the early years of teaching service. Teachers shall be observed in the performance of their work assignments for the purpose of evaluation at least once and not to exceed twice yearly for non-tenured teachers and at least once for tenured teachers every three years. The first observation, a formal scheduled observation, and the second informal observation, if needed to adequately evaluate teacher pre-established goals, must be completed by March 1.

B. Informal visitations (i.e.: "in and out") are not written up as are the formal evaluation visitations. However, informal visitations do play an important part of the overall evaluation process and suggestions made to the teacher for improvements as a result of informal "in and out" observations may become part of the formal evaluation process.

C. No teacher shall be evaluated on professional performance except after fair and reasonable observations of the work of the teacher by the supervisor charged with the responsibility of evaluating that teacher. If, after such observations, the supervisor finds the teacher deficient in professional performance in any way, three additional observations of a full class period each (or, a minimum of three uninterrupted one-hour observations), held within six weeks of the initial observation, shall be required.

17.7 Post Evaluation Conference:

A. All observations shall be reduced to writing and shall be followed within seven working days by a conference between the evaluator and the teacher in order for questions arising from the observation to be discussed. At such a conference the teacher will be provided a copy of any class visit report, evaluation report or recorded observations prepared by the evaluator.

B. If the evaluator finds that the teacher has not met the levels of expectation, the reasons therefore shall be set forth in specific terms. An identification of the specific ways in which the teacher is to improve will be specified.

A. All evaluation and conference reports shall be in writing, copies of which shall be provided the teacher within seven working days of the conference at which the evaluation was discussed.

17.8 Notice of the Replies to Reports:

A. Two copies of all observation, evaluation and conference reports shall be prepared by the evaluator, one copy to be provided for the teacher and one copy, signed by the teacher to signify having seen and read it, to be placed in the teacher's personnel file.

B. After receiving any observation, evaluation or conference report, a teacher may submit signed comments regarding the report which shall be attached to the report in that teacher's personnel file and considered with the report.

C. Any complaint regarding a teacher made by any parent, student or other person which may be used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher and the teacher shall be given an opportunity to respond to and/or rebut such complaint.

D. No material shall be placed in the file unless it is signed by the author, and unless the teacher has had an opportunity to read the material and respond to it.

17.9 Improvement of Professional Performance: Should deficiencies be recorded in the work performance of a teacher, the evaluator shall provide the teacher with specific, reasonable, written recommendations for improvement.

17.10 Open Personnel Files: Access to personnel files shall be limited to the Board, administration, and to the teachers to whom the files refer. Teachers shall have the right, upon request, to review the contents of their personnel files as well as the Administrator's working files, and to receive a copy of any documents contained therein. No secret, duplicate, alternate or other personnel file or other working file shall be kept by the Board or administration.

ARTICLE 18 - MISCELLANEOUS AGREEMENTS

18.1 Substitute Teachers: When, after making a reasonable effort the District cannot hire a substitute teacher, current personnel may be asked to fill in during their preparation periods for the absent teacher.

18.2 Savings Clause: If any provision of this Agreement or any application thereof to any teacher or School Board is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect.

18.3 Copies: Copies of this Agreement shall be printed at the expense of both parties within 30 days after the Agreement is signed. Copies shall be presented to all teachers when their signed contract is returned.

ARTICLE 19 - DURATION

This Agreement shall be effective on July 1, 2025 and shall remain in force through June 30, 2027. If a Session of the Montana Legislature increases funds available to the School District and/or

enacts a statewide K-12 public school health insurance program during the term of this Agreement, the parties mutually agree to renegotiate over the impact of participating in the program should either party give notice to the other party within 90 calendar days after such enactment.

In Witness Thereof,

The Chair and the Clerk of the Board by authority vested in them pursuant to a Resolution passed by a majority of the Board, have on behalf of the Board subscribed their names and affixed the seal of the Board; and the President and Secretary of the Association, by authority in them vested by a Resolution passed by a majority of the membership of the Association have hereunto subscribed their names on behalf of the Association; on the day and year first above written.

FOR:

NOXON SCHOOL DISTRICT No. 10

Board Chair – Arthur Potts

District Clerk -Tami Mercer

FOR:

NOXON EDUCATION ASSOCIATION, MEA/MFT

Unit President – Bart Haflich

Unit Secretary - Jared VanVleet

Addendum B-1 2025-2026 SY

Yrs Exp.	Step	BA	BA+15	BA+30	BA+45	MA
0	1	$34,677	$35,899	$37,070	$38,249	$39,462
1	2	$36,064	$37,383	$38,700	$40,018	$41,335
2	3	$37,451	$38,908	$40,330	$41,787	$43,208
3	4	$38,839	$40,434	**$41,960**	**$43,555**	**$45,081**
4	5	$40,226	**$41,960**	$43,590	$45,323	$46,954
5	6	**$41,613**	$43,486	$45,219	$47,092	$48,825
6	7	$43,000	$45,011	$46,850	$48,861	$50,698
7	8	$44,387	$46,537	$48,479	$50,629	$52,571
8	9	$45,774	$48,063	$50,108	$52,397	$54,444
9	10	$47,162	$49,589	$51,739	$54,166	$56,316
10	11	$48,549	$51,114	$53,396	$55,935	$58,189
11	12	$49,936	$52,641	$54,998	$57,704	$60,061
12	13	$51,323	$54,166	$56,628	$59,471	$61,934
13	14	$52,710	$55,691	$58,258	$61,240	$63,806
14	15		$57,218	$59,888	$63,009	$65,679
15	16			$61,518	$64,778	$67,552
16	17				$66,547	$69,424
17	18					$71,298
18	19					$73,169

*To comply with the STARS ACT, new teachers will be placed at the grayed-out steps/lanes matching their education level (unless experience/education qualifies them for higher placement per the CBA). They'll remain at this level until they gain enough experience and/or education to advance vertically or horizontally.

**Teachers who have reached the bottom of the salary matrix (BA+60 and step 19) will receive a $1250 retention stipend starting their second year at that level. This stipend will be paid at the conclusion of the school year.

Addendum B-2 2026-2027 SY

Yrs Exp.	Step	BA	BA+15	BA+30	BA+45	MA
0	1	$35,717	$36,976	$38,181	$39,396	$40,646
1	2	$37,146	$38,504	$39,861	$42,217	$42,574
2	3	$38,574	$40,075	$41,539	$43,039	$44,503
3	4	$40,004	$41,646	$43,219	$44,861	$46,433
4	5	$41,432	$43,219	$44,897	$46,682	$48,362
5	6	$42,861	$44,789	$46,575	$48,504	$50,290
6	7	$44,290	$46,361	$48,254	$50,326	$52,219
7	8	$45,718	$47,932	$49,933	$52,148	$54,148
8	9	$47,147	$49,504	$51,611	$53,969	$56,077
9	10	$48,576	$51,075	$53,290	$55,790	$58,005
10	11	$50,004	$52,646	$54,696	$57,612	$59,934
11	12	$51,433	$54,219	$56,648	$59,433	$61,682
12	13	$52,862	$55,790	$58,327	$61,254	$63,791
13	14	$54,291	$57,362	$60,007	$63,077	$65,720
14	15		$58,934	$61,684	$64,899	$67,649
15	16			$63,363	$66,720	$69,578
16	17				$68,543	$71,506
17	18					$73,436
18	19					$75,364

*To comply with the STARS ACT, new teachers will be placed at the grayed-out steps/lanes matching their education level (unless experience/education qualifies them for higher placement per the CBA). They'll remain at this level until they gain enough experience and/or education to advance vertically or horizontally.

**Teachers who have reached the bottom of the salary matrix (BA+60 and step 19) will receive a $1250 retention stipend starting their second year at that level. This stipend will be paid at the conclusion of the school year.

Addendum C-1 2025-2026 SY

ExtraCurricular Duty	% of Base	$34,677	% of Base	
2025-2026	HIGH SCHOOL		ELEMENTARY	
7-12 Class Advisors	2.00%	$ 693.54	2.00%	$ 693.54
Football	11.50%	$ 3,987.86	6.50%	$ 2,254.01
Football Assistant	8.50%	$ 2,947.55	4.50%	$ 1,560.47
Boys Basketball Head	11.50%	$ 3,987.86	6.50%	$ 2,254.01
Boys Basketball Assistant	8.50%	$ 2,947.55	0.00%	$ -
Grils Basketball Head	11.50%	$ 3,987.86	6.50%	$ 2,254.01
Girls Basketball Assistant	8.50%	$ 2,947.55		$ -
Softball Head	11.50%	$ 3,987.86		$ -
Softball Assistant	8.50%	$ 2,947.55		$ -
HS Track Head	11.50%	$ 3,987.86		$ -
HS Track Assistant	8.50%	$ 2,947.55		$ -
JH Boys Track		$ -	4.50%	$ 1,560.47
JH Girls Track		$ -	4.50%	$ 1,560.47
VB Head	11.50%	$ 3,987.86	6.50%	$ 2,254.01
VB Assistant	8.50%	$ 2,947.55		$ -
Wrestling	11.50%	$ 3,987.86		$ -
PEP Band	5.20%	$ 1,803.20		
Music	6.30%	$ 2,184.65		$ -
School Impr. Committee	2.50%	$ 866.93	2.50%	$ 866.93
Concessions Fall	5.00%	$ 1,733.85		$ -
Cheerleader Fall	6.00%	$ 2,080.62		$ -
Concessions Winter	6.00%	$ 2,080.62		$ -
Cheerleaders Winter	6.00%	$ 2,080.62		$ -
Science Olympiad	2.00%	$ 693.54	1.00%	$ 346.77
HOSA	3.00%	$ 1,040.31		$ -
NHS	2.00%	$ 693.54		
BPA	6.00%	$ 2,080.62		$ -
SKILLS	3.00%	$ 1,040.31		$ -
Art Club	3.00%	$ 1,040.31		$ -
Driver's Education	13.00%	$ 4,508.01		$ -
AD	19.50%	$ 6,762.02		$ -
AD Assistant	9.80%	$ 3,398.35		$ -
Baseball Head	11.50%	$ 3,987.86		
Baseball Assistant	8.50%	$ 2,947.55		

*The above salary schedule is figured on the base teacher salary (BA with no experience or additional training. All dollar figures will be rounded off to the nearest ten dollars (example: if the figure is $204.99, the payment to the teacher would be $200. If the figure is $205, the payment to the teacher would be $210.

**Coaching stipends – Coaches who work beyond the regular season (regular season will be considered the last game of the scheduled season and/or the district tournament) will be compensated an additional 1% of the base per week for as long as the successful season continues.

Addendum C-2 2026-2027 SY

ExtraCurricular Duty	% of Base	$35,717	% of Base	
2026-2027	HIGH SCHOOL		ELEMENTARY	
7-12 Class Advisors	2.00%	$ 714.34	2.00%	$ 714.34
Football	11.50%	$ 4,107.46	6.50%	$ 2,321.61
Football Assistant	8.50%	$ 3,035.95	4.50%	$ 1,560.47
Boys Basketball Head	11.50%	$ 4,107.46	6.50%	$ 2,321.61
Boys Basketball Assistant	8.50%	$ 3,035.95	0.00%	$ -
Grils Basketball Head	11.50%	$ 4,107.46	6.50%	$ 2,321.61
Girls Basketball Assistant	8.50%	$ 3,035.95		$ -
Softball Head	11.50%	$ 4,107.46		$ -
Softball Assistant	8.50%	$ 3,035.95		$ -
HS Track Head	11.50%	$ 4,107.46		$ -
HS Track Assistant	8.50%	$ 3,035.95		$ -
JH Boys Track		$ -	4.50%	$ 1,607.27
JH Girls Track		$ -	4.50%	$ 1,607.27
VB Head	11.50%	$ 4,107.46	6.50%	$ 2,321.61
VB Assistant	8.50%	$ 3,035.95		$ -
Wrestling	11.50%	$ 4,107.46		$ -
Music	6.30%	$ 2,250.17		
Pep Band	5.20%	$ 1,857.28		$ -
School Impr. Committee	2.50%	$ 892.93	2.50%	$ 892.93
Concessions Fall	5.00%	$ 1,785.85		$ -
Cheerleader Fall	6.00%	$ 2,143.02		$ -
Concessions Winter	6.00%	$ 2,143.02		$ -
Cheerleaders Winter	6.00%	$ 2,143.02		$ -
Science Olympiad	2.00%	$ 714.34	1.00%	$ 357.17
HOSA	3.00%	$ 1,071.51		$ -
NHS	2.00%	$ 714.34		
BPA	6.00%	$ 2,143.02		$ -
SKILLS	3.00%	$ 1,071.51		$ -
Art Club	3.00%	$ 1,071.51		
AD	19.50%	$ 6,964.82		$ -
AD Assistant	9.80%	$ 3,500.27		$ -
Baseball Head	11.50%	$4,107.46		
Baseball Assistant	8.50%	$ 3,035.95		

*The above salary schedule is figured on the base teacher salary (BA with no experience or additional training. All dollar figures will be rounded off to the nearest ten dollars (example: if the figure is $204.99, the payment to the teacher would be $200. If the figure is $205, the payment to the teacher would be $210.

**Coaching stipends – Coaches who work beyond the regular season (regular season will be considered the last game of the scheduled season and/or the district tournament) will be compensated an additional 1% of the base per week for as long as the successful season continues.