

LAMBERT PUBLIC SCHOOL

MASTER CONTRACT

SCHOOL YEAR

2026-2028

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This agreement, entered into this 1st day of July, 2026 between the BOARD OF TRUSTEES OF SCHOOL DISTRICTS NUMBER 4 AND 86, OF LAMBERT, County of Richland, State of Montana, acting in the name of the said District, hereinafter referred to as the "Board", and the LAMBERT EDUCATION ASSOCIATION, an affiliate of the Montana Education Association/Montana Federation of Public Employees and the National Education Association, of Lambert, Montana hereinafter referred to as the "Association".

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

Article 1--Powers of the Board

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

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

Article 2--Recognition of Association

Section 1 – Recognition

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

Section 2 — Appropriate Unit

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

Article 3--Association Rights

Section 1 — Dues Check off

The school district shall deduct from the salaries of teachers, such monies for the Association as said teachers individually authorize the school district to deduct. Commencing in September and each month thereafter the school district shall deduct in equal installments the monies that the teacher has agreed to pay the Association during the period provided in the individual's authorization. New authorizations when received by the school district during the school year will be deducted in equal installments over the remaining monthly payments of the teacher's current contractual salary.

Section 2 — Information

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

Section 3 – Use of Facilities & Equipment

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

Section 4 — Calendar

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

Article 4--Teacher Rights

Section 1 – Teacher Discipline.

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

Section 2 – Termination – Tenured Teacher.

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

Section 3 – Termination – Non-Tenured Teacher.

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

Section 4 – Assignments & Transfers.

A. Assignments

- a. The assignment of teachers shall be made by the Superintendent of Schools.
- b. Whenever practicable, each teacher shall be given written notice of his/her class subject assignment and room assignment for the forthcoming year not later than July 1st.

B. Voluntary Transfers

- a. The movement of an employee to a different assignment, grade level or subject area shall be considered a transfer.
- b. Teachers who desire a transfer shall file a written statement of such desire through the principal to the superintendent by April 1 of each year. Voluntary transfers shall be granted on the basis of experience, qualification, seniority, and recommendation of the Superintendent.
- c. The District shall, upon request of the teacher, furnish in writing the reason(s) for a failure to grant the request for transfer.

C. Involuntary Transfers

- a. The movement of an employee to a different assignment, grade level or subject area shall be considered a transfer.
- b. The District shall, upon request of the teacher, furnish in writing the reason(s) for the transfer.
- c. Involuntary transfers, if made, shall be made by the School Board.

Section 5 – Reduction in Force.

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

- A. In determining the order of teachers to lay off, the Board will consider seniority, teacher certifications, teacher evaluations, (if any such evaluation reflects less than acceptable performance) and the needs and requirements of the School District. Seniority shall be the primary consideration, but the Board may deviate from seniority based on the above criteria.
- B. Non-tenured teachers shall not acquire seniority until such teachers acquire tenure, and upon acquisition of tenure, the seniority date of such teachers shall relate back to their first day of continuous service to the School District as a teacher. Long term substitute service under contract, immediately prior to regular contract service, shall be counted toward a teacher's seniority. No teacher shall obtain seniority

rights unless regularly employed at least half-time by the School District.

- C. Seniority shall mean the number of days of continuous service during the regular school year commencing with the first day of actual service in the School District as a teacher including authorized leaves of absence allowed by the District pursuant to this agreement. If necessary the actual date of the initial contract may be used to determine seniority between teachers who have served the same number of continuous days (see (b) above).
- D. A seniority list shall be maintained by the School District which shall include teachers' names, date of initial contract, date of commencement of services to the District, qualifications, and certification. The list shall be provided to the Association and to teachers at their request. Each school year the School District shall cause such seniority list to be updated.
- E. Any teacher or the Association who requests the list and who disagrees with the order of seniority on said list shall have fourteen (14) working days thereafter to notify the School District of the disagreement, and the School District shall evaluate any and all such written communications and make such changes as the School District deems warranted.
- F. Nothing herein shall be construed to limit the authority of the School District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff.

Article 5--District Residency

Section 1 - Residency

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

Article 6--Working Conditions

Section 1 - School Hours

- A. Classroom hours shall be determined by a schedule to be agreed upon by the Board and the Association.
- B. Teachers shall be in the school building from 20 minutes before the first classroom bell until 20 minutes after the last classroom bell.

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

Section 2 — Additional Activities

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

Section 3 — Telecommunicating Classes

- A. Definitions: Telecommunications will be defined as the teaching of students via a two-way interactive system.
- B. Educational Alternative: Telecommunicating can be used to create an educational opportunity in this district under the following conditions:
 - i) When a class cannot be offered due to the district's inability to employ a properly licensed teacher.
 - ii) To provide enrichment or expand learning activities to students in addition to established classes in the district.
- C. Voluntary Assignment: Any telecommunicating teaching assignment (i.e.: teacher who is being telecast) will be made only with the mutual consent of the teacher involved. If no teacher

volunteers to accept such an assignment, the district may employ additional teacher(s) subject to the provisions of the negotiated agreement.

Article 7--Complaints and Evaluation.

Section 1 – Complaints.

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

Section 2 – Yearly Evaluations.

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

Section 3 – Evaluation Reports.

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

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

Section 4 – Uniform Evaluation Instrument.

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

Section 5 – School District Policy.

Except as provided in this Article, evaluation and evaluation procedures shall be a matter of School District

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

Article 8--Professional Compensation

Section 1 – Salaries

- A. Salaries of teachers covered by this Agreement are set forth in Appendix A.1.
- B. All incoming teachers will be given full credit (up to twelve years maximum) on the salary schedule set forth in Appendix A for full time, certified, contracted, teaching experience in any state accredited school teaching position.
- C. Teachers working part-time will be promoted in full year increments on the salary schedule, but will be prorated for salary, insurance, leaves and bonus.
- D. A teacher's salary will be adjusted upon completion of an additional 15 quarter credits or the equivalent. (15 Quarter Credits = 10 Semester Credits)
 - i) A teacher shall notify the Superintendent by March 1 of their intent to move on the salary schedule .
 - ii) A Transcript or Grade Report should be provided to the Superintendent by September 30 of the year in which the advancement is requested.
 - iii) Qualification for advancement on the salary schedule shall be limited to credits taken in the teacher's area(s) of certification.
 - iv) Other credits may apply to qualification for advancement on the salary schedule as they meet with prior approval from the Board.
- E. Teachers will receive their contract salary in twelve (12) payments. Payroll checks shall be issued on the eighteenth (18th) of each month or the preceding workday as necessary, and shall contain an itemized breakdown of the deductions. The last three checks (June, July, August) will be issued no later than June 18th.
 - i) New hires with zero experience can elect through new hire paperwork to take an advance of \$1000 of their first month's paycheck. This advance will be paid out on the first PIR days.
- F. Teachers may elect to participate in a Tax Sheltered Annuity of their choice.
- G. The District shall participate in the State Teachers' Retirement Program.

- H. Teachers will receive up to \$225 for compensation for fall teachers' convention upon proof of registration, lodging, and travel expenses.
- I. The pay matrix set forth in Appendix A governs compensation for this collective bargaining agreement. If an employee's position on the matrix does not meet the minimum salary standards set by the Quality Educator Act, that cell will be disregarded, and the employee will instead receive the minimum salary required to comply with the Act.

Section 2 – Extra-Curricular

- A. Extra-Curricular salaries are set forth in Appendix B of this agreement.
 - a. For 2026-2028, the base used for calculating extracurricular stipends shall be \$35,853.00
- B. When Extra-Curricular positions are open, the teaching staff will be considered.

Section 3 – Severance

- A. Upon termination of services to the District, a teacher shall be paid in lump sum for the days of unused sick leave (maximum of forty-five (45) days) at a rate of twenty dollars (\$20) per day.
- B. To qualify for severance pay, the teacher must have completed 5 years (or be completing the 5th year) of service in the districts. Also, the Board must be notified by the teacher of the teacher's resignation by April 15th.

Section 4 — Special Compensation

- A. The school counselor shall have up to 60 additional hours for the purposes of preparing, compiling and interpreting permanent records for the superintendent and school board. This may be placed on either end of the school year as agreed upon by the counselor, superintendent, and school board. The pay will be pro-rated at the counselor's contracted rate of pay for each particular school year.
- B. The school special education teacher shall have up to 40 additional hours for the purposes of preparing, compiling and interpreting permanent records for the superintendent and school board. This may be placed on either end of the school year as agreed upon by the special education teacher, superintendent, and school board. The pay will be pro-rated at the special education teacher's contracted rate of pay for each particular school year.
- C. If a teacher is required to move rooms in the summer, they should receive up to and no more than sixteen (16) hours of compensation at the current starting custodial rate.

Section 5 – Moving Expense Compensation.

New employees to the District will be reimbursed up to \$1000 for moving expenses to include truck/van rental

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

Section 6 – Cafeteria Plan Expenses

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

Article 9--Insurance

Section 1 – Health

- A. The school district will contribute up to \$14,545 for 2026-2028 annually per teacher to the District's cafeteria plan, with the amount adjusted according to Section 1-B, for the purpose of providing benefits, including a selected major medical health insurance program.
- B. Teachers electing not to be covered by the health insurance policy will receive a lump sum contribution into a 403 b-of their choice in the amount of \$3,000 annually. A sum of \$2000 for each teacher choosing not to participate in the major medical health insurance plan will be paid into the insurance pool.
- C. The district will adopt a pre-tax payment plan for insurance and cafeteria plans. The district will pay all startup and maintenance costs of the plan.
- D. The Association will develop a committee to determine the distribution of the insurance pool. This committee will report the distribution to the clerk prior to the first pay period.

Section 2 – Liability

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

Article 10--Leaves

Section 1 – Calculation

All leaves shall be taken in full period increments.

Section 2 – Sick

- A. Each teacher of Lambert Public Schools shall be granted fifteen (15) days of sick leave per year accumulative to sixty (60) days.

- B. Employees absent for four (4) consecutive work days shall produce written evidence of being under a doctor's care.
- C. Sick Leave Bank - a sick leave bank will be offered to certified employees. The purpose of the Sick Leave Bank is to provide employees with additional sick leave days needed to recover from major illness or injury which causes absence from work and subsequent loss of pay.
- i. Administration
 - a. The Sick Leave Bank shall be administered by the Sick Leave Council in conformance with the regulations set forth in this agreement.
 - b. The Sick Leave Council shall be composed of three (3) certified staff who have joined the Sick Leave Bank, all to be appointed by the Lambert Education Association (LEA). One (1) Council member must be an LEA officer, one (1) member from the elementary staff, one (1) member from the high school staff. The Council shall annually review and/or revise the guidelines, rules, regulations and reporting procedures necessary to implement the Sick Leave Bank. The guidelines, rules, and regulations shall be subject to approval of the Board of Trustees and the LEA.
 - ii. Membership
 - a. The enrollment period shall be within the first five (5) days of the school year or within five (5) working days after initial employment. Employees must donate a minimum of two (2) days of personal sick leave to be eligible for membership. When an employee has contributed a total of 4 days, no further donation will be necessary unless the sick bank capacity falls below 50 days, at which time employees who have contributed a total of four (4) days will donate 1 day until the total of the sick bank exceeds 65 days. Days donated shall be non-returnable to the donor as accumulated personal sick leave in the event of loss of membership or separation or transfer from the district.
 - iii. Rules and Regulations
 - a. The Sick Leave Council shall accumulate unused Bank days from year-to- year to a maximum capacity, which shall not exceed 125 days.
 - b. The maximum number of days that shall be available for withdrawal for each eligible employee's use in any one (1) school year shall not exceed 22 days.
 - c. Employees must deplete their personal, sick leave, and coverage periods before being eligible for the Sick Leave Bank's services.
 - d. The employee, or his/her designated person (when the employee is incapable), shall secure written evidence from the school district business office that all accumulated personal sick leave has been used.

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

Section 3 – Extended

An additional nine (9) days of sick leave will be granted for which the employee receives the difference between contract salary and pay for a substitute. A doctor's certificate may be required if the Board desires.

Section 4 – Personal

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

- A. Four (4) days per school year limit with full salary.
- B. These days are non-accumulative.
- C. Superintendent must be notified as far in advance as possible.
- D. Staff members will not abuse this clause.
- E. Personal leave will be given depending upon the availability of a substitute.
- F. Personal leave will not be available to a staff member the first two (2) weeks of school. Special consideration of personal leave shall be given by the Superintendent.

- G. At the end of the school year, the District agrees to buy back any unused Personal leave days at a rate of forty dollars (\$40) per day up to a maximum of four (4) days.

Section 5 — Compassionate Leave

Five (5) days of Compassionate leave may be granted each year on a non-accumulative basis to be used

- A. in cases of illnesses of designated group (listed below), or death(s). This leave will be granted at the discretion of the Superintendent and is designed to include the following: friends, students, colleagues and immediate family (husband, wife, son, daughter, step-daughter, step-son, father, mother, brother, sister, step-mother, step-father, step-brother, step-sister, father-in-law, mother-in-law, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, aunt or uncle). In the event that an employee loses two members of their immediate family in one contracted year, an additional 5 days will be given.
- B. in cases of severe weather affecting bus routes and/or safe travel. This leave must be granted before the start of school that day with permission from the Superintendent.

Section 6 – Professional

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

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

Section 7 – Family Medical Leave.

- A. An employee who has been employed by the District for twelve (12) months and who has completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to leave under the Family and Medical Leave Act of 1993 (“Act”) in accordance with its provisions and the provisions of this Section 7.
- B. For purposes of determining an employee’s leave entitlement under the Act, the 52-week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.

- C. Each employee on unpaid leave under the Act shall remain responsible for paying such employees health care insurance premiums.
- D. Employees on leave are expected to return to work at the expiration of any leave granted under this section.
- E. Employees shall use all accumulated sick leave while on leave under this section prior to being on unpaid leave and shall be on unpaid leave following the exhaustion of all such accumulated leave.

Section 8 – Other

- A. Any other leave of absence taken will be at the discretion of the Board and Superintendent.
- B. Leaves for civic duties shall be excused and not reduce any other leaves.
 - a. These leaves include but are not limited to: jury duty, elections board or representing Lambert Public Schools at legislative hearings. That teacher shall have the option of giving up to the district 1/166 of the contracted rate of pay, or the equivalent of the stipend for each day that it was received, whichever is less.
- C. A teacher who subs during their prep for another teacher shall be compensated on a period by period basis. These coverage periods will be maintained separately from regular leave forms. Coverage period can be carried over from year to year, but will not be compensated monetarily upon termination of contract. The use of leave in this manner still requires authorization of administration. Teachers must use the established system for tracking coverage periods. A teacher may only cover for one teacher per prep period per day. For additional clarification, please refer to the Certified Handbook section ****Absences—Faculty and Staff.**

Section 9 – Association

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

Section 10 – Penalty

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

Section 11 – Fall Teachers' Convention Substitutions

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

- a. Course must be relevant to your field of teaching and job assignment

- b. College course/Professional Development must be equivalent to at least 12 OPI hours (1 semester credit = 15 OPI hours, 1 quarter credit = 10 OPI hours)
- c. Classes must be completed in the time period after the previous year's fall teachers' conventions and before the current year's fall teachers' conventions.
 - a. Emergency licensed teachers will be provided a grace period of 6 months from date of hire to submit proof of professional development.
- d. Classes must be taken at the teacher's expense – the district cannot pay for registration fees, lodging, transportation, meals, etc. including the use of a school vehicle – the teacher pays for the complete cost of taking the course.
- e. In the case of a board pre-approved school-wide initiative summer training, paid for at the district's expense, a request to the board must be made before the May board meeting in order to use these hours as substitution for fall teachers' convention.
- f. Proof of professional development must be provided by November 12th.

Article 12--Grievance Procedure

Section 1 – Acknowledgement

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

Section 2 – Definitions and Interpretations.

- A. A grievance shall mean an allegation of a violation, misapplication, inequitable application, or misinterpretation of any term or terms of this Agreement.
- B. An “aggrieved employee” or “grievant” means a School District employee, group of employees who is or are a member or members of the appropriate bargaining unit making the claim, or the Association.
- C. The time limits provided in this grievance procedure shall be strictly observed but may be extended by written agreement between the grievant and the School District.
- D. Reference to days regarding time periods in this grievance procedure shall refer to teacher work days except during the summer months when school is not in session in which case the time period shall be measured by week days if a grievable occurrence occurs less than ten (10) teacher work days prior to the last teacher work day in a work year.
- E. In computing any period prescribed or allowed by procedures herein, the date of the act, event or default from which the designated period of time begins to run shall not be counted.
- F. The filing and service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

- G. Failure of the grievant to file a grievance or appeal to the next step within the time limits prescribed herein shall act as a bar to the filing of the grievance or to any further appeal, and an administrator's or the Board's failure to render a decision within the time limits presented herein shall permit the grievant to proceed to the next step.
- H. A form which must be used for the presenting of grievances shall be attached to this Agreement as an addendum. Grievances shall not be valid for consideration unless submitted in writing on the appropriate grievance report form, attached as an addendum hereto, to the Superintendent.

Section 3 – Right to Representation.

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

Section 4 – Adjustment of Grievance.

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

Step I.

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

Step II.

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

Step III.

If the grievance is not resolved at Step II, the grievant may appeal the Superintendent's decision in writing to the Board of Trustees within ten (10) days of receipt of the Superintendent's decision. The grievant and his/her

Association Representative, and the Board shall mutually select a date on which to meet to discuss the grievance, within thirty (30) days after submission to the Board of Trustees. The Board shall provide a written response to the grievant and the Association within ten (10) days following such meeting.

Step IV.

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

Section 5 – Miscellaneous Provisions.

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

Section 6 – Election of Remedies and Waiver.

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

Article 13--Teacher Release from Contract

Section 1 – Contract Release

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

Section 2 – Mid Year Penalty Schedule

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

Article 14--Contractual Conditions

Section 1 – Duration of Agreement.

All provisions of this Agreement shall be effective July 1, 2026, except as otherwise provided herein. The

Agreement will remain in full force and effect until June 30, 2028. Said Agreement will automatically be renewed and will continue in full force and effect for additional period of one year unless either party gives notice to the other, not later than January 1, prior to the aforesaid expiration date or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over the terms of a successor agreement.

Section 2 – Changes in Agreement.

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

Section 3 – Effect.

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

Article 15--Savings Clause

Section 1 — Savings

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

Appendix A

Appendix A.1

2026-2027 Lambert Salary Schedule

BASE 42856

Start Experience At 42856

Experience
Increment (Step) 775

Additional Master's
Increment (Step) 350

Education
Increment (Lane) 650

Should the requirements of House Bill 252 (STARS Act) change in future years, the requirement related to base salary or the requirement related to base pay as percentage of the average teacher salary, the parties will meet to negotiate the change

Experience	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
0	42856	43506	44156	44806	45456	46106	46756
1	43631	44281	44931	45581	46581	47231	47881
2	44406	45056	45706	46356	47706	48356	49006
3	45181	45831	46481	47131	48831	49481	50131
4	45956	46606	47256	47906	49956	50606	51256
5	46731	47381	48031	48681	51081	51731	52381
6	47506	48156	48806	49456	52206	52856	53506
7	48281	48931	49581	50231	53331	53981	54631
8	49056	49706	50356	51006	54456	55106	55756
9	49831	50481	51131	51781	55581	56231	56881
10	50606	51256	51906	52556	56706	57356	58006
11	51381	52031	52681	53331	57831	58481	59131
12	52156	52806	53456	54106	58956	59606	60256
13	52931	53581	54231	54881	60081	60731	61381
14	53706	54356	55006	55656	61206	61856	62506
15	54481	55131	55781	56431	62331	62981	63631
16		55906	56556	57206	63456	64106	64756
17		56681	57331	57981	64581	65231	65881
18			58106	58756	65706	66356	67006
19			58881	59531	66831	67481	68131
20				60306	67956	68606	69256
21				61081	69081	69731	70381
22					70206	70856	71506
23					71331	71981	72631
24						73106	73756
25						74231	74881
26							76006
27							77131

BASE 43935

Start Experience At 43935

Experience
Increment (Step) 775

Additional Master's
Increment (Step) 350

Education
Increment (Lane) 650

Should the requirements of House Bill 252 (STARS Act) change in future years, the requirement related to base salary or the requirement related to base pay as percentage of the average teacher salary, the parties will meet to negotiate the change

Experience	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
0	43935	44585	45235	45885	46535	47185	47835
1	44710	45360	46010	46660	47310	47960	48610
2	45485	46135	46785	47435	48085	48735	49385
3	46260	46910	47560	48210	48860	49510	50160
4	47035	47685	48335	48985	49635	50285	50935
5	47810	48460	49110	49760	50410	51060	51710
6	48585	49235	49885	50535	51185	51835	52485
7	49360	50010	50660	51310	51960	52610	53260
8	50135	50785	51435	52085	52735	53385	54035
9	50910	51560	52210	52860	53510	54160	54810
10	51685	52335	52985	53635	54285	54935	55585
11	52460	53110	53760	54410	55060	55710	56360
12	53235	53885	54535	55185	55835	56485	57135
13	54010	54660	55310	55960	56610	57260	57910
14	54785	55435	56085	56735	57385	58035	58685
15	55560	56210	56860	57510	58160	58810	59460
16		56985	57635	58285	58935	59585	60235
17		57760	58410	59060	59710	60360	61010
18			59185	59835	60485	61135	61785
19			59960	60610	61260	61910	62560
20				61385	62035	62685	63335
21				62160	62810	63460	64110
22					63585	64235	64885
23					64360	65010	65660
24					65085	65735	66385
25					65860	66510	67160
26					66585	67235	67885
27					67360	68010	68660

Appendix B

APPENDIX B

2026-2028 Extra Curricular stipends

Base	Percent	2026-28
		\$35,853.00
Class Advisor (up to 2)	1.00%	\$358.53
Prom Advisor (up to 2)	1.10%	\$394.38
Student Council	0.55%	\$197.19
Annual	1.90%	\$681.21
Drama 1 (after school)	2.70%	\$968.03
Drama 2 (during school)	1.35%	\$484.02
FFA	5.10%	\$1,828.50
ITV	1.35%	\$484.02
Tech Coordinator	6.10%	\$2,187.03
NHS	0.55%	\$197.19
BPA	4.10%	\$1,469.97
School Trip (1 Advisor)	4.55%	\$1,631.31
School Trip (2 Advisors) each	3.00%	\$1,075.59

Mentor-\$250 first mentee/\$125 per additional mentee.

A \$50 stipend shall be awarded to BPA & FFA advisors when their students advance to state competitions. For each additional and continuous year of extra-curricular involvement in a specific activity, advisors will earn an increase of 10% of the established base extra-curricular stipend for that activity. Returning advisors within the Lambert school system may retain two (2) years experience.. Once an advisor reaches 10 years experience, the only increase on their compensation will be from base extra-curricular stipend increases according to the above extra-curricular stipend schedule. Advisors that continue in the same positions from the 2017-2018 school year will retain their stipend earned from the previous stipend schedule, but will receive raises based upon the newly adopted extra-curricular stipend schedule.

Extra-Curricular Salary Schedule 2025-2026 Continued

Lambert Co-op Salary Schedule

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

Appendix C

Grievance Form

Aggrieved Person:

Date Filed:

School:

Subject Area or Grade:

1. Date Grievance Occurred:

a. Witnesses to Grievance:

b. Provision of Master Agreement that has been violated

2. Statement/description of Grievance:

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

Signature of Aggrieved

Date

1. Decision of Superintendent:

Signature of Superintendent

Date

2. Aggrieved Person's Response:

I ACCEPT the above decision

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

Signature of Aggrieved

Date

1. Date Received by Designee:

2. Decision of Board Chair:

Signature of Board Chair

Date

3. Aggrieved Person's Response:

I ACCEPT the above decision

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

Signature of Aggrieved

Date

Date Submitted to Binding Arbitration:

1. Arbitrator:

2. Decision of Arbitrator:

Signature of Arbitrator

Date

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

Appendix D

1. LAMBERT PUBLIC SCHOOL Hybrid 4 Day, 2026-27 (adjusted 3/4/26)															
AUGUST 2026									JANUARY 2027						
S	M	T	W	T	F	S			S	M	T	W	T	F	S
						1		1- No School						1	2
2	3	4	5	6	7	8		8- PIR=3 hours	3	4	5	6	7	8	9
9	10	11	12	13	14	15	10 & 11- PIR 6 hrs x 2=12	13- PIR BPA 8:00-2:00=6 hrs	10	11	12	13	14	15	16
16	17	18	19	20	21	22	12- First Day of School		17	18	19	20	21	22	23
23	24	25	26	27	28	29			24	25	26	27	28	29	30
30	31						12 Days	16 Days	31						
SEPTEMBER 2026									FEBRUARY 2027						
S	M	T	W	T	F	S			S	M	T	W	T	F	S
		1	2	3	4	5	7 - Labor Day- No School	5th-3rd quarter mid-term		1	2	3	4	5	6
6	7	8	9	10	11	12	10-1st quarter midterm		7	8	9	10	11	12	13
13	14	15	16	17	18	19	11- PIR =3 hours	19-Flex Friday-Dist BB trny	14	15	16	17	18	19	20
20	21	22	23	24	25	26	?25-Homecoming Friday		21	22	23	24	25	26	27
27	28	29	30				19 Days	17 Days	28						
OCTOBER 2026								12-End Q3	MARCH 2027						
S	M	T	W	T	F	S		18- P/T Conf 3:30-6:30=3 hr	S	M	T	W	T	F	S
				1	2	3		?12- MCT- flex Fri school		1	2	3	4	5	6
4	5	6	7	8	9	10	14-End Q1		7	8	9	10	11	12	13
11	12	13	14	15	16	17	15&16-No School(MEA)=12hrs	24-E/O for Spring Break	14	15	16	17	18	19	20
18	19	20	21	22	23	24	22-P/T Conf 3:30-6:30=3 hrs	25,26,&29 No Schl-Sprg Break	21	22	23	24	25	26	27
25	26	27	28	29	30	31	17 Days	18 Days	28	29	30	31			
NOVEMBER 2026									APRIL 2027						
S	M	T	W	T	F	S			S	M	T	W	T	F	S
													1	2	3
1	2	3	4	5	6	7	12-2nd quarter mid-term		4	5	6	7	8	9	10
8	9	10	11	12	13	14	25- E/O for Thanksgiving break	15-4th quarter midterm	11	12	13	14	15	16	17
15	16	17	18	19	20	21	26- No School	16 *Built in Weather Day	18	19	20	21	22	23	24
22	23	24	25	26	27	28			25	26	27	28	29	30	
29	30						17 Days	18 Days							
DECEMBER 2026									MAY 2027						
S	M	T	W	T	F	S			S	M	T	W	T	F	S
		1	2	3	4	5		7 *Built in Weather Day							1
6	7	8	9	10	11	12	16-17- Semester Tests		2	3	4	5	6	7	8
13	14	15	16	17	18	19	18- E/O End Q2--12:15	18-19 Semester Tests	9	10	11	12	13	14	15
20	21	22	23	24	25	26	21-31- No School	20 E/O End Q4--12:15	16	17	18	19	20	21	22
27	28	29	30	31			12 Days	13 Days	23	24	25	26	27	28	29
							77 Days	82 Days	30	31					

1st Semester 77 Days

2nd Semester 82 Days

7 PIR days=42 hrs

Reg 145 Days*416 min = 60,320 min/1,0005.3 hours

E/O 12 Friday release days 12 Days*360 min=4320 min/72 hours

2 E/O @ 12:15 2*240=480 min/8 hours

Total: 65,120 min/60 = 1,085.3

8/10-11 (12)+9/11 (3) + 10/15-16 (12) + 10/22 (3) + 1/8 (3) + 1/13 (6) + 3/18 (3) = 42 PIR hours

1st quarter=40 days

3 quarter=42 days

2nd quarter=37 days

4 quarter=40 days

Regular day=52 min/period & 3:27 release

E/O day=45 min/period & 2:19 release

Appendix E

Teacher's Employment Contract

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

WITNESSETH:

1. The school district agrees to employ the Teacher and the Teacher agrees to teach or to perform related professional services, for the school year _____ for 166 days (159 actual teaching days plus 7 pupil- instruction-related days) as determined by the School District and commencing on or about _____. The teacher agrees to attend a workshop as selected by the School District for a period of _____ day(s) prior to the first day of school.
2. In consideration for the Teacher's services as above contracted, the School District shall pay to the Teacher a sum of _____. _____ provided that if this instrument is the Teacher's first contract with the School District, said sum may be adjusted depending upon evidence of the Teacher's experience, training and education. Such evidence as is requested by the School District must be presented to the Clerk of the School District before September 1 of the year this contract is executed. The above mentioned sum, after all legal and agreed deductions, shall be payable on the 18th day of each month, commencing _____.
3. It is understood that the Teacher either holds a valid teaching certificate under the laws of Montana or will have obtained such certificate before September 25 of the year this contract is executed, otherwise, this contract is void.
4. The Teacher agrees to comply with the provisions of state law relating to teachings and with all adopted rules, regulations and policies of the Board of Trustees, which rules, regulations and policies are made a part of this contract by reference. The Teacher hereby acknowledges receipt of a copy of such rules, regulations and policies and further agrees to execute the directions of the District Superintendent other immediate supervisor.
5. The Teacher agrees to submit to a physical examination by a licensed physician or other licensed medical practitioner at the request of the Board of Trustees of the School District at anytime during the term hereof, the cost of such examination to be paid by the School District.
6. In the event this contract is terminated by application of state law or by mutual agreement prior to the expiration of its term, the contract sum shall be prorated on the basis of the number of teaching days plus pupil-instruction-related days served in relation to the total number of teaching days and pupil-instruction-related days in the school year.
7. A teacher not facing discipline or discharge may be released from his/her teaching contract provided the teacher makes payment for liquidated damages to the School District prior to release on the schedule provided in Article 13, Section A. The date the School District receives the teacher's letter requesting

release is the date controlling the schedule provided in Article 13, Section A.

8. This contract shall not be modified or altered except in writing and signed by the parties hereto. In the event that this contract shall conflict with any earlier written contract of the parties hereto, the provisions of this contract shall prevail.
9. Teacher Release from Contract: Please refer to the language contained in Article 13 of the Master Contract.
10. This contract is null and void unless returned to the Clerk of School Districts No. 86 & 4 before

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

ATTEST:

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

By: _____

By: _____

(SEAL - IF USED)

(Signature of Teacher)

(Address)

Teaching Contract Salary

**Teaching Assignment:

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

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

(SEAL - IF USED)

BOARD OF TRUSTEES OF
DISTRICT No. 4 & 86 OF RICHLAND
COUNTY, MONTANA

LAMBERT EDUCATION ASSOCIATION
LAMBERT, MONTANA

Date: _____

Date: _____

By: _____
Chairperson of the Board

By: _____
President of the Association

By: _____
Secretary of the Board

By: _____
Secretary of the Association