

PROFESSIONAL NEGOTIATIONS AGREEMENT

THIS AGREEMENT, entered into this 21st day of May, 2024, between BOARD OF TRUSTEES OF SCHOOL DISTRICT #12 of Baker, Fallon, State of Montana, acting in the name of said district hereinafter referred to as the “Board” and the MFPE Baker Unit – Baker, Montana, hereinafter called the “Association”.

1. **AGREEMENT ALL-INCLUSIVE** - This instrument contains all provisions of the agreement between the Board and the Association on all matters negotiable for agreement and neither party shall be required during the term hereof to negotiate for agreement upon any issue not mentioned herein. All prior practices, agreements and understandings are superseded by this Agreement and are of no force or effect unless specifically incorporated herein.
2. **DURATION OF AGREEMENT** - All provisions of this Agreement shall become effective July 1, 2024, following ratification by a majority of the members of the Association and approval by the Board, and shall continue in effect until June 30, 2026. This agreement shall be considered as renewed from year to year thereafter unless either party provides written notice to the other of its desire to have some modification and such notice must be given no later than the first day of February preceding the expiration of this agreement.

ARTICLE I – RECOGNITION

- 1.1 **ASSOCIATION RECOGNITION**. The Board recognizes the Association as the exclusive representative of the contracted teachers employed by the board on matters of salary, fringe benefits and other conditions of employment during the term of this agreement. The agreement will be for one or more years as negotiated. The board may meet and confer with any individual teacher or group of teachers, or may meet and confer only with said representatives of teachers, as it elects, on any other subject.
 - (a) The Board may demand proof of authority of the representative of teachers to serve as the exclusive negotiation agent, as provided by the Laws of Montana.
- 1.2 **APPROPRIATE UNIT DEFINITION**. The appropriate unit shall consist of all teachers under contract with the Board but shall exclude those persons whose positions are primarily administrative: Superintendents, Principals, Vice Principals, and full time Supervisors. If a conflict arises as to exclusions, the appropriate unit and/or its officers are responsible for notifying those excluded persons of their removal.
- 1.3 **TEACHER DEFINITION**. The term “teacher” shall refer to all teachers in the appropriate unit as above defined and with the above exclusions.
- 1.4 **TIME CONSTRAINTS**. Negotiations shall begin at a time agreeable to both parties within the month of January. The first negotiations session will be set by the Board and Association at the regular December Board meeting. This requirement may be changed only by mutual agreement of both parties. All points of request will be refined at the third

meeting, with ground rules only being established during the first meeting. No further items or refinements will be considered subsequent to this time.

ARTICLE II – POWERS OF THE BOARD

- 2.1 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 (including but not limited to MCA 39-31-303) to establish school policy of operation, including, but not limited to the right:
- (a) To exercise the executive management and administrative control of the school system and its properties, facilities, programs, and the contracted activities of its employees:
 - (b) To employ and re-employ all personnel, determine their qualifications, conditions of employment and work assignments, and further to promote, demote or dismiss such personnel as provided by law.
 - (c) To approve selection of textbooks and other teaching materials to be used in all courses of instruction, to establish and supervise curriculum, manner of instruction, class schedules, hours of instruction, days that the school shall be in session, physical plant and other facilities, and to establish terms and conditions of employment, except as hereinafter set forth.
 - (d) To consolidate or eliminate any teaching positions as it determines advisable at any time.

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 this Agreement and applicable laws of the State of Montana and of the United States of America.

ARTICLE III ASSOCIATION RIGHTS

- 3.1 RIGHT TO ORGANIZE.** As guaranteed by Montana Public Employees Collective Bargaining Act §39-31-305-1979.
- 3.2 ASSOCIATION BUSINESS.** Representatives of the Association and its affiliate may be permitted to transact official Association business on school property provided that this shall not disrupt normal school operations.
- 3.3 ASSOCIATION USE OF BUILDINGS.** The Association and its representatives may be authorized to use school buildings for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings.
- 3.4 ASSOCIATION USE OF SCHOOL EQUIPMENT** The Association may use any school facilities and equipment when such equipment is not otherwise in use.

3.5 ASSOCIATION USE OF INTERSCHOOL COMMUNICATION FACILITIES

The Association may post notices of activities and matters of Association concern on teacher bulletin boards. The association may use teacher mailboxes and school email for communication to teachers.

3.6 ASSOCIATION INVOLVEMENT AT FACULTY MEETINGS. The Association may be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities.

3.7 EXCLUSIVE RIGHTS OF ASSOCIATION. The rights and privileges of the Association and its representative as set forth in this Agreement may be granted only to the Association as the exclusive representative of the teachers, and to no other competing organization during the effective dates of the agreement.

3.8 3.2, 3.3, 3.4, 3.5, 3.6 Above are only granted if not used for personal use or gain.

ARTICLE IV
SALARIES, FRINGE BENEFITS AND OTHER CONDITIONS OF EMPLOYMENT

4.1 SICK LEAVE

- (A) Eleven (11) days sick leave will be provided each teacher annually at full salary for the following reasons:
 - (1) Personal illness or disability, personal medical appointments, quarantine, or communicable diseases;
 - (2) Accompanying spouse or dependent children on medical, dental, optical trips at home or out of town;
 - (3) Any medical related leave.
 - (4) To attend funerals other than immediate family.
- (B) Unused leave will be allowed to accumulate to 111 days. The full amount of accumulated sick leave will be available from the starting day of the contract.
- (C) The number of accumulated days of sick leave shall be indicated at the first of each school year by written notice. Sick leave, when taken, is that which has accumulated most recently. In certain cases, if the principal and/or superintendent request a doctor's confirmation of illness it must be provided.
- (D) A Sick Leave Bank shall be established to provide up to twenty (20) additional sick leave days per year to a member of the bank for extended absence due to serious illness, accident, hospitalization, or disability. A sick leave bank committee shall be established and comprised of members from the BEA who will be the governing body and distribute or decline the written request of the teacher. The BEA will request members to donate up to two (2) days of their accumulated sick leave per year by written request at the start of the school year to establish membership in the bank. The unused donated days will be returned to the members according to guidelines established by the committee and not eligible to roll-over to the next school year. The BEA must complete the distribution and accounting procedure with the Business Manager/District Clerk by the last pupil instruction day of each year so that sick leave reimbursement can be paid to the appropriate teacher(s) when the school year is complete. The BEA has the discretion to open the sick leave bank up on the last pupil instruction day to allow for additional days to be added by those participating if there are not enough days in the bank to cover the valid requests for use of days from the bank.
- (E) At the end of the contract year a teacher will be paid for each day of sick leave unused in excess of 100 days at the rate of a certified substitute teacher per day.
- (F) Teachers with five (5) or more years of service in the system will receive termination pay equal to one-third (1/3) the accumulated sick leave days at the current rate of certified substitute pay per day. This amount will be paid along with the last paycheck of the year.

4.2 JURY, WITNESS, AND ELECTION BOARD

An employee who is under proper summons as a juror or subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the District. If an employee elects to charge his/her juror time off or witness time off against his/her personal leave, he/she shall not be required to remit his/her juror fees or witness fees to his/her employer. In no instance is an employee required to

remit his/her employer any expenses or mileage allowance paid him/her by the court. The same rules apply for a member of the Election Board.

4.3 SABBATICAL/OTHER LEAVE OF ABSENCE

Any certified staff member may apply for sabbatical leave after securing tenure in the Baker School District. The program/reason must be outlined upon application for leave. Leave will be granted upon application approval by the Supervising Administrator, Superintendent, and Board of Trustees for requested sabbatical/leave of absence.

- (A) **Sabbatical Leave:** Must be associated with an accredited college or university. Upon return, a report containing transcripts of all college and university study shall be submitted to the Superintendent. Sabbatical leave pay will consist of one-half the annual salary which was earned in the teacher's last full year of employment to be paid in the following manner: One fourth (1/4) to be paid on September 15th of the Sabbatical year, one fourth (1/4) to be paid on January 15th and one half (1/2) to be paid in equal payments beginning the next school year, in conjunction with the regular monthly pay warrants over the next 2 years. This obligates the teacher to return to the Baker school system for at least two years if full payment is desired. If the teacher does not fulfill their obligation to Baker School System upon completion of their sabbatical, they will forfeit the remaining payments owed to them.
- (i) During the approved leave, the District will pay the one-half the current rate of the teacher's health insurance premium. The teacher will be responsible for their ½ of insurance on September 15th which will be deducted from (1/4) of half payment. Failure to return to the District will result in repayment by the teacher to the District of the insurance payments.
 - (ii) Teachers on sabbatical leave may return to their former positions if available, or if not available, to a substantially equivalent position in the school system. Any year during which an approved sabbatical leave is in effect shall be allowed as a year of teaching experience for purposes of advancement on the salary schedule. Tenure rights, years of experience, accumulated sick leave and all other rights and privileges will remain at the level attained before the leave. Upon returning, the teacher will be placed at these attained levels.
 - (iii) Requests for sabbatical leave must include a principal's recommendation and may be received by the superintendent in writing in such form as may be required by the superintendent not later than November 1st preceding the school year for which leave is requested. The Board will determine the successful applicants and notify them by December 1st of the same year.
 - (iv) A teacher granted sabbatical leave will not be eligible to apply for another sabbatical leave for seven years.
- (B) **Other Leave of Absence:** Will be submitted in writing to the Supervising Administrator and Superintendent at least (45) forty-five days prior to the close of semester preceding the date on which the proposed leave is to become effective. The Superintendent of Schools shall have the right to evaluate requests for leave of absence and to make recommendations to the Board of Trustees for the approval or denial of such leave. Final action on all leaves of absence is subject to formal action by the Board of Trustees.
- (i) A teacher on formal leave shall retain accumulated sick leave and teaching experience credit for salary purposes.

- (ii) No remuneration will be allowed for an employee who is granted leave. On or before April 1st, the teacher shall send written notification to the Superintendent of Schools stating his/her intentions to return to work and shall request that he/she be assigned for the next school year.
- (iii) The teacher can return to his/her former position or like position in the system, if that position still exists. In the event, that the position has been eliminated, the teacher will be given consideration over a non-tenured teacher if that teacher is certified in the proposed new assignment. The position of the replacement teacher will be informed as far ahead as possible as to the length of service, that service subject to termination upon the return of the teacher on leave.

4.4 PERSONAL LEAVE

Upon the supervisors' approval, three (3) days personal leave may be granted upon request. A fourth day will be allowed so long as there is no disruption of normal school activities. This fourth day will be deducted from accumulated sick leave.

All requests must be made as far as possible in advance and no later than forty-eight (48) hours before leave would commence except in extreme emergencies. Personal leave may be granted preceding or following a major school event or vacation period at the discretion of administration. Any personal leave requests exceeding four days in one year must be substantiated with weighty and substantial reasons for absence otherwise they will be denied.

At the end of the contract year, a teacher will be paid for each day of unused personal leave (maximum of 3) at the certified substitute rate of pay.

4.5 SCHOOL BUSINESS LEAVE

Staff may be granted school business leave, at the discretion of administration, and granted school business leave when they are assisting the District through their service and/or attendance at professional meetings, workshops, conferences, and/or other activities deemed appropriate by administration. Staff leaving to attend activities while not advising or coaching must use appropriate leave as laid out in the Collective Bargaining Agreement.

4.6 LEAVE OF ABSENCE FOR BEREAVEMENT - Absence due to death in the employee's immediate family, which includes spouse, children, parents, brothers, sisters, and grandparents, and like relatives of the spouse must be approved by the principal and/or superintendent. Bereavement leave is not chargeable to sick leave. Bereavement leave is limited to 5 days or may be extended. At the District's discretion, an additional 5 days of bereavement leave may be granted, but this additional leave shall be deducted from sick leave.

4.7 DELEGATE ASSEMBLY LEAVE - Two delegates will be chosen per the BEA Constitution and in conformance with MFPE. No more than four (4) days will be granted during the school term without loss of pay or other benefits for teachers elected as delegates to the MFPE delegate assembly, and other official BEA business.

4.8 DUTY FREE LUNCH PERIOD FOR ELEMENTARY – All Elementary teachers will have a duty free lunch period of at least 40 minutes. Teachers may volunteer for an unlimited amount of noon duty and will be compensated with lunch free of charge.

4.9 RESIDENCE LIMITATION

- (A) No teacher will be allowed to ride school transportation to and from school.
- (B) All teachers must abide by board policy regarding being in school one-half (1/2) hour before and one-half (1/2) hour after the students are dismissed and be responsible for all their extra-curricular assignments.
- (C) If a teacher misses school because of bad roads or weather, the teacher will be deducted 1/187 of yearly salary for days missed or they may choose to take sick leave.

4.10 HEALTH INSURANCE

- (A) The school district will pay a single insurance premium for each teacher in the Baker School District Employee Benefit Plan. Coverage for all employees of the bargaining unit with coverage to start August 1 for new employees. The board has the right to choose the insurance carrier and to approve any changes in the present health insurance plan. Any changes in present coverage must be presented through the BEA for approval by the Board.
- (B) The employee may opt to purchase additional insurance for a spouse, children, or family at their own expense through the flex plan or the dental or vision plan of our medical insurance carrier.
- (C) The Baker Public School District #12 will drop all insurance on non-renewed teachers effective June 30th of each year. Resigned or terminated teachers will have their insurance dropped by end of the month employment severance occurs. Resigned or terminated teachers may remain in the group according to the COBRA Act if they pay their own premiums. District #12 will pay June, July and August premiums for a teacher being terminated due to reduction in force (RIF'd).
- (D) Claims Against the School District: It is understood that the School District's only obligation is to make such contributions as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance coverage or benefits by an insurance carrier.
- (E) Administrative Management of Health Insurance, Flex & HSA: The District will pay the monthly administrative cost associated with the Health Savings Account for each covered employee; additional costs associated with the plan (paper statements or investment fees) will be covered by the employee. HSA employer contributions will be deposited by August 1st of the calendar school year.

4.11 NONREDUCTION OF EXISTING SALARIES AND MINIMUM SCHEDULE - This salary schedule shall not reduce existing salaries at any level. The salary schedule is a minimum schedule.

4.12 ELEVEN-MONTH CONTRACTS - For personnel employed for eleven months, this schedule is to be increased by 2/9th of the contracted salary.

4.13 ADVANCEMENT ON THE SALARY SCHEDULE - In order to change educational lanes on the Baker Public School salary schedule, a teacher's credits must be graduate credits and comply with the following conditions:

- (A) All graduate credits taken from an accredited college or university and within the teaching field shall count for educational lane changes on the salary schedule with prior notification to the Superintendent by May 1st of the calendar year during which the contemplated lane change or salary change will occur. Course must be completed by September 1st, no lane changes may be made after September 15th of the current school by official transcript. Credits submitted by transcript after September 15th, even though otherwise qualifying, shall not be considered until the following school year. If a transcript is not available by September 15th, other satisfactory evidence of successful completion of the course work will be accepted, pending receipt of the official transcript.
- (B) The graduate credits will be within the major teaching field except a limited number of credits may be accepted as follows:
 - 1. If credits are other than in the major teaching field it will be necessary for the applicant to demonstrate the merit of the course and its application to the teacher's current teaching assignment within the Baker School System.
- (C) In order to reach the fifth year level and above, graduate credits must be acquired within the applicant's teaching field.
- (D) Allowance will be made for a person who completes adequate and authorized credits to advance on the salary schedule. Educational lane changes will be made on the teacher's contract by amendment if above conditions have been met.
- (E) Fifth year program must be a planned approved program leading to a class one certificate before it will be approved for an educational lane change.
- (F) A full fifteen-quarter hours or ten semester hours will constitute a quarter credit on the salary schedule for educational lane changes.
- (G) All credits must be non-repetitive; i.e. a workshop course or seminar, which is largely repetitive, will be credited one time only for advancement on the salary schedule.
- (H) New teachers will be given up to ten (10) previous years' experience.
- (I) New teachers hired by the district with three (3) or less years of experience will start at Step 3 of the agreement. New teachers will remain at Step 3 until such time as their applicable teaching experience exceeds three (3) years.
- (J) Part-time teachers will move one experience step on the salary schedule for each year taught as a part-time teacher. Part-time teacher is defined as teaching at least 120 half time days during the school year.

4.14 DISTRICT FUNDED ENDORSEMENT

Baker Public School District may choose to pay for college credits for a currently employed Baker Public School teacher to become licensed in an area of curriculum or grade level need. College credits paid by the District will also be used for movement across the salary schedule. The teacher will submit a cost summary to the District for approval. The District will pay for half the cost of tuition fees and books at the time of enrollment. Upon successful completion of each specific course taken, the District will reimburse for the other half of the cost of tuition fees and books as submitted on the cost summary. Standard procedures for lane changes will be followed. **Approved college*

credits may or may not be graduate credits as long as the approved course work leads to the desired certification.

Any agreements will be in writing and will be agreed upon by the teacher and the District. The BEA President will be given a copy of any such agreements. If teaching outside the teacher's area of endorsement while completing such coursework, the teacher will enroll in an internship program. If a teacher fails a class, fails to complete the required coursework, or exits the internship program, the teacher shall repay the District the full amount of tuition fees and books paid by the District. Upon completion of the internship program or upon the completion of the specific courses ~~for which tuition is reimbursed by the District~~, the teacher will agree to teach in the District funded endorsement for a period of five (5) consecutive years. The maximum five (5) year period shall include up to two (2) years of verifiable internship and/or specific course completion time. The contract between the teacher and the District supersedes any new hires into the District who may possess the same endorsement. If the teacher does not complete the required five (5) consecutive years of service (except in the case of a reduction in force), the teacher shall repay the District as per the following schedule:

- 1 year teaching in Baker Public Schools after earning credits - 100% tuition payment
- 2 years teaching in Baker Public Schools after earning credits - 80% tuition payment
- 3 years teaching in Baker Public Schools after earning credits - 60% tuition payment
- 4 years teaching in Baker Public Schools after earning credits - 40% tuition payment

4.15 PART-TIME TEACHERS - Policy on salary for part-time teachers. The pay for part-time teachers, grade seven through 12, will be pro-rated on the basis of 1/6th yearly salary for each period taught for the contract year. Preparation time will be pro-rated to each part-time teacher. Attending and participating in staff meetings and other school functions is a part of the part time teacher's job the same as the full time teacher. Reporting to school thirty minutes before classes start is part of the part-time job. The 30 minutes after school required of regular staff will be prorated to the part-time teacher according to the number of periods taught. Except for elementary teachers and specialists, five or six periods will constitute a full day. This will be determined by the administration and school board.

4.16 LONG-TERM SUBSTITUTE

Should the need arise where the District must employ a long-term substitute, in accordance with ARM 10.55.716, the long-term substitute's employment will not be a part of the Master Agreement. The long-term substitute will receive compensation and benefits as outlined by a written contract between the individual and the District. The compensation and benefits will not exceed salary and insurance as outlined by the Master Agreement.

4.16.1 Rehiring Retired Teachers

a. Should the need arise where the District must employ, excluding substitute teachers, a retired teacher (a teacher drawing a pension from MT Teachers Retirement System), the retired teacher will sign a contract with the District in accordance with MTRS laws and maximum earnings and the District will pay the retiree rates for MTRS contribution rates.

Retired teachers will be given 10 years of experience when placed on the salary schedule and prorated amounts of leave dependent upon the length of the contract.

b. If the teacher retired from Baker Public Schools, he/she will be allowed all prior experience as verified by MTRS he/she earned during their teaching career. The only limitations on salary shall be those imposed by Montana law governing the return of retired teachers who are also receiving MTRS benefits.

4.17 MILL LEVY PASSAGE –

When financial position of the school requires a mill levy to be passed for funding of the education system, all salary increases and leaves will be contingent upon passage of the mill levy. No salary increases or sabbatical leaves will be granted prior to passage of the levy.

4.18 BASE SALARY –

a. **Base salary for B.A. – \$38,785** for the school year 2024-25, (See Attachment A). This would be accomplished by adding 3% of the first cell of the 2023-24 schedule (.03 x \$37655 = \$1,130) to the Base at attainment level 4 (\$35,655 + \$1,130 = \$36,785) and \$2,000.00 per cell (\$36,785 + \$2,000) *following the 2024-25 contract, the salary schedule will be calculated on the Base, Step 1 by the index in Addendum B and will be calculated that way moving forward.

b. **Base salary for B.A.- \$38,785** for school year 2025-26, (See Attachment C).

c. Longevity/Retention

Effective with the 2025-26 school year, each teacher shall receive an additional 2% based on his/her contracted salary. This annual payment shall be treated as salary, with all contributions to state, federal and Montana Teachers Retirement as required by law. The payments will be included in the teacher's regular payroll.

4.18.1 SIGNING BONUS

The first contract signed by a certified staff with the District will be given a one-time \$1,000 additional bonus with the September payroll.

4.18.2 SUMMER SCHOOL

a. In the event the District provides summer school, it will pay certified teachers \$30 per hour to provide work outside of their regular contract. Due to the individualization that is required of this program, the District will allow for one hour of paid prep time each day that summer school is in session.

4.18.3 ADDITIONAL WORK DAYS

a. High School Counselor will be given 10 additional work days at his/her daily rate of pay.

b. Elementary Counselor will be given 5 additional work days at his/her daily rate of pay

c. High School Vocational Agriculture will be given 20 additional work days at his/her daily rate of pay.

d. Special Education Teacher(s) will be given 5 additional work days at his/her daily rate of pay.

4.18.4 ADDITIONAL ACTIVITIES

If certified teachers are required to come in for additional days beyond their contracted time, they will be compensated at a prorated hourly rate, as calculated by the school districts payroll software for each teacher. Optional training for certified teachers will be paid at \$25/hour.

4.19 MFPE DUES – MFPE dues shall be deducted by the district upon request. All requests must be submitted prior to October payroll. This would necessitate a deadline of September 15th for filing for district deduction; union members may still change election status up until September 30th with the membership chair. Membership Chair is required to update the business office of changes by October 1st at the latest. Deduction will be made on either 9 or 10 installments. This deadline is a must, since all salary items must be calculated by this time for the October payroll. The district will make exceptions for persons hired after October 1 of each year.

4.20 MFPE CONVENTION DAYS

All staff members are required to fulfill seven (7) PIR days of which two will be scheduled during the MFPE Convention days. Staff may arrange for appropriate training in lieu of the MFPE Convention when they receive approval from the building principal and superintendent pertaining to hours and topics covered in the summer. Staff must provide the details of the workshops/clinics/classes by June 1st to the building principal and superintendent unless there are extenuating circumstances. Staff members must pay for all expenses. Career and Technical Education teachers may choose to use State CTE and/or Perkins Grant funds to pay for registration fees to attend Fall MACTE Conference.

4.22 RESIGNATIONS/EARLY NOTIFICATION – A letter of resignation to leave the District at the end of the current school year from Baker Public School District #12 by November 1st of the school year will receive a \$500 incentive payment to be paid with the regular December payroll. The incentive payment will be made to the retiring teacher the next payroll cycle upon receipt of a formal letter of resignation given to the Superintendent.

4.23 POSTING OF JOB OPENINGS – For certified personnel, the opening(s) will be posted in the teacher lounges and/or emailed to staff.

4.24 RETIREMENT/SEVERANCE BENEFIT – A certified employee who has taught in the Baker Public Schools for a period of ten (10) years or more is eligible for retirement or severance pay equal to lesser 0.6% times number of years' experience in district times last contract with district or \$15,000. Employee is only eligible for the retirement/severance pay one (1) time in the total career employed with the District. Example: 0.6% (.006) x 30 years' experience = 0.18. Multiply last contract (\$40,000.00) x 0.180 = \$7,200.00. This will be included in the final paycheck from District #12. Those seeking to retire must notify the administration of the following:
(A) Have a letter of resignation filed by March 1, of the year of retirement.
(B) In case of termination by unavoidable circumstances, (A) above may be waived by the Board.

4.25 NONDISCRIMINATION CLAUSE – The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or family relationship to another teacher or employee.