

MASTER AGREEMENT

BETWEEN

**SCHOOL DISTRICT #8
YELLOWSTONE
COUNTY, MONTANA**

AND THE

**ELDER GROVE EDUCATION
ASSOCIATION
2026-2028**

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This agreement is entered into this **8th day of July 2026** by and between the Board of Trustees of School District # 8, Billings, Montana hereinafter called the "Board", and the Elder Grove Education Association, hereinafter called the "Association".

I. RECOGNITION

A. RECOGNITION

1. Association Recognition

The Board hereby recognizes the Elder Grove Education Association as the exclusive representative for collective bargaining for all employees in the appropriate unit.

2. Appropriate Unit Definition

The appropriate unit consists of all teachers of Elder Grove School District licensed or certificated in Class 1, 2, 4, 5, or 7 and whose position calls for or requires such certification and substitute teachers teaching in the same position for sixty (60) or more consecutive days. The appropriate unit shall exclude the superintendent, clerk, principals, all classified positions, substitute teachers and all other district employees.

3. Employee Definition

For the purposes of this Agreement, the terms "Employee" and "Teacher" shall be interchangeable in this Agreement and shall refer to all employees in the appropriate unit above defined (I.A.2)

B. POWERS OF THE BOARD

The powers of the Board shall be those conferred upon and vested in it by State and Federal Law.

C. RIGHTS OF THE ASSOCIATION

The rights of the members of the Association shall be those conferred upon and vested in them by State and Federal Law.

D. ASSOCIATION BUSINESS

Representatives of the Association will be permitted to transact association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Representatives may meet with a teacher or teachers during the regular working day, unless a teacher is engaged in a pupil related contact, faculty meeting, or other assignment from the principal. Transaction of Association business shall include the right to the use of email, school mail, and bulletin board. The association and its representatives shall have the right to use school buildings at all reasonable hours for meetings.

E. ASSOCIATION LEAVE

Teachers who are elected or appointed to represent the Association or its affiliates shall be granted leave without loss of pay to attend state, regional, and national meetings and conventions. A maximum of two (2) professional days can be used to attend these meetings or conventions. Leave granted shall include adequate travel time in addition to the meeting time. Request of the intended use of Association Leave shall be given to the Superintendent by the President at least four (4) days in advance of the intended leave.

F. PERSONAL LIFE

The personal life of any teacher after school hours is not appropriate concern of the Board as long as it does not affect the performance of the teacher in the classroom.

G. EMPLOYEE RIGHTS

1. Just Cause

No teacher shall be disciplined or reduced in compensation without due process and just cause. The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, reprimand, suspension with pay, with termination or dismissal only as a final and last resort.

2. Complaints

Any complaint regarding an employee made by any parent, student, or other person intended for use in any formal discipline or evaluation shall be reduced to writing and signed by the complainant and shown to the employee by the Superintendent within ten (10) days. Thereafter

the complaint shall be promptly investigated by the Superintendent and called to the attention of the employee and the employee shall be given an opportunity to respond to and/or rebut such complaint. All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District.

H. TEACHER PERSONNEL FILE

1. A Teacher's personnel file (excluding the confidential portion) shall be open to that Teacher or any party that the Teacher so designates. The confidential portion shall include only college credentials and letters of recommendation by former employers.
2. The Teacher will be informed in writing for all additions to his/her personnel file with these exceptions:
 - a. Items received from the Teacher.
 - b. Additions requested by the Teacher
 - c. Items bearing the Teacher's signature.
 - d. Items relating to certification, credits, or college courses.
 - e. Any item when a copy is given to the Teacher.
3. All items relating to an individual Teacher's performance shall be kept in a single official file. Documents may not be permanently removed from the file without the mutual consent of the Teacher and Superintendent, or his designee. When an item is temporarily removed from the file a notification card will be placed in the file. Any personal notes retained by an Administrator regarding a Teacher's performance may not be used in any disciplinary proceeding.

I. EMPLOYMENT STATUS OF EMPLOYEES

1. Notice of Termination (Tenured)

Every tenured employee being terminated shall be entitled to all rights under Montana law and this Agreement.
2. Notice of Termination (Non tenured)

Every nontenured employee being terminated shall be entitled to all rights under Montana law and this Agreement.
3. Individual Contract

All individual teaching contracts shall be subject to and consistent with Montana State Law and the terms and conditions of this Agreement.

II. EMPLOYEE WORKING CONDITIONS

A. PAY PERIODS

1. Employees shall receive their contracted salary in ten, or twelve payments.
2. Payroll checks shall be issued on the 15th of each month. If the 15th falls on a day when school is not in session, teachers shall receive their payroll checks on the last preceding day school was in session.
3. Teachers that are on a twelve (12) month contract will receive one (1) of three (3) paychecks on the last day of the academic school year. The remaining two (2) paychecks will be paid out no later than five (5) business days from the last day of the academic year. Teachers that are on a ten (10) month contract will receive the last paycheck of the school year no later than five (5) business days after the last day of the academic year. Leave Not Taken reimbursement checks will be issued separately, and no later than five (5) business days from the last day of the academic year.

B. CALENDAR COMMITTEE

1. The committee will consist of one administrator and a union committee (three union members). The committee will schedule a time when all can meet.
2. The superintendent will bring important dates, information or concerns to the table for discussion. The superintendent and the committee will collaborate together to come up with the best possible solution for the school calendar.
3. One calendar will be created by the committee.
4. The union representatives will have an opportunity to present the calendar to the union members. (Parent-Teacher Conference Times, Professional In-service Requirements, Vacation Days, Early Outs, or anything that changes the status quo or working conditions of union members.)
5. All discussions are brought back to the committee for review and the final decision.
6. The calendar that the committee has approved will be submitted to the board at the April board meeting for approval. If the board does not accept the calendar, then the committee will reconvene with the board's concerns.
 - a. A final calendar will be re-submitted to the board with the board's concerns taken into consideration.
 - b. This process will continue until board approval.
7. If the committee cannot come to a consensus on one calendar prior to the April meeting, then the committee will continue to meet until an agreement is reached.

C. PREPARATION TIME

Each K-5 classroom teacher shall have a minimum of 235 minutes of prep time each week. Grades 6-8 classroom teachers shall receive 1 (one) prep period per day that equals to 240

minimum prep minutes each week. Each Teacher shall have prep time during their duty day to be used for purposes of independent planning or preparation unless an emergency arises. Nothing herein shall prohibit the teacher from using a reasonable portion of this time for a break. It is understood that from time to time building activities may prohibit scheduling this daily prep time. At the K-5 levels the prep time shall be no less than thirty minutes in length and shall not include the thirty-minute lunch period nor the 15 minutes before or after school. Wednesday prep time will be 25 minutes until a change to the short Wednesday schedule or any other short day schedule is considered, then a minimum of 30 minutes of prep time will be observed. All K-5 teachers shall receive a fifteen-minute break in the morning or afternoon during their contact day. A teacher shall not be required to remain with their class when it is receiving instruction from another licensed person/teacher/substitute.

D. OPEN HOUSE

Open House not to exceed 1.5 hours per year held on the first PIR day and to run from 5:00-6:30 pm.

E. ROOM CHANGES

When a classroom move is involuntary, the teacher shall be compensated, at the teacher's daily rate, for two (2) days of work involved in setting up a new room.

F. CLASS SCHEDULING

1. The elementary principal shall seek the input of a committee consisting of one teacher from each grade level before finalizing tentative class schedules and assignments by the end of May. Any schedule adjustments will need to be met and decided on seven (7) working days prior to the first day of school with students.
2. The middle school principal shall seek the input of a committee consisting of middle school teachers from each subject area before finalizing tentative class schedules and teaching assignments by the end of May. Any schedule adjustments will need to be met and decided on at least seven (7) working days prior to the first day of school with students. The committee will meet at least seven (7) working days before the start of the second semester to finalize the class schedule and teaching assignments.
3. Each committee shall consist of representatives from the specialists and the special education departments. These committees shall be appointed by the union and the principal.

G. CLASS SIZE

1. Teachers who are assigned classes in which the total aggregate class rostered enrollment exceeds current maximum state standards within any semester, shall be compensated for each student in excess of said standard for each class if adequate para support is not provided in accordance with MTOPI requirements (Mont Admin r.10.55.712). If the requirements are not met, the rate for k-5 shall be \$120 per semester for each student in excess of said standard. For middle school teachers, it shall be \$40 per class per semester for each student in excess of said standard.

2. Special Education Caseload Managers who are assigned students in which the total qualified enrollment exceeds thirty (30) shall be compensated for each student in excess. The rate for k-8 shall be \$120 per semester for each student in excess of thirty (30).
3. Documentation by the teacher will be approved by the principal, then submitted to the clerk by the first of the month following the end of the semester. Payment will be paid on the pay period directly following the conclusion of each semester.

H. COMPENSATION FOR EXTRA WORKLOAD

Certified teachers, who assume extra workload due to unavailability of substitutes or due to the resignation of a certified teacher shall be compensated one half hour at the teacher's daily rate and thereafter for actual time measured in tenths of an hour for the additional contact time. Extra workload reimbursement form will be used to keep track of the extra work and shall be signed by the principal or superintendent.

III. GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINITION

A "grievance" shall mean an allegation by a teacher, teachers, or the Association, resulting in a dispute or disagreement as to the interpretation or application of terms and conditions contained in this agreement.

B. REPRESENTATIVES

The teacher, administrator or school district may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

C. DEFINITION AND INTERPRETATIONS

1. Extensions: Time limits specified in this agreement may be extended by mutual written agreement.
2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays excluding Saturdays, Sundays, and legal holidays.
3. Computation of Time: In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, Sunday, or a legal holiday.
4. Filing and Postmark: The filing or serving of any notice or document herein shall be timely if it bears a certified postmark of the United States Postal Service within the time period.

5. Time limitations and waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District as **described in level one below to the Superintendent**, setting forth the facts and the specific provisions to the Agreement allegedly violated. The written grievance must also include the particular relief sought within **thirty (30) calendar days** after the date of the first event giving rise to the grievance. Failure to file any grievance within such a period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust all alleged grievances informally between the teacher and the school district's designee.

D. ADJUSTMENT OF GRIEVANCE

1. The school district and the teacher shall attempt to adjust all grievances which may arise within the school district in the following manner:
 - a. **Level One:** Within thirty (30) calendar days of the occurrence of or knowledge of the act or condition which is the basis of the grievance, the grievant may file a grievance with their supervisor. The supervisor shall arrange for an initial meeting to take place within ten (10) days of filing the grievance. If the grievance is not resolved in informal discussions, the supervisor shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.
 - b. **Level Two:** In the event the grievance is not resolved in Level One, the decision rendered may be appealed to the Superintendent, provided appeal is made in writing within ten days after receipt of the decision in Level One. If a grievance is properly appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance within seven days after receipt of the appeal. Within seven days after the meeting the Superintendent shall issue in writing a decision to the parties involved.
 - c. **Level Three:** If the grievance remains unsolved at the conclusion of Level Two, it may be submitted for binding arbitration at the discretion 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 decision at Level Two.
2. If the parties do not 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 to both parties. Within ten (10) days of receipt of the list, the parties shall select an arbitrator by alternately striking names from the list. The name remaining shall be the arbitrator selected to hear and to decide the case.
3. Rules and procedure 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 neither add to, subtract from, or alter 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 reply on any evidence that has not been disclosed to the other party seven (7) days prior to the arbitration hearing.
5. The fees and expenses of the arbitrator shall be shared jointly and equally between the Board and the Association. Neither party shall be required to pay any part of a stenographic record without its consent, provided the failure of a party to share the cost of such record shall be deemed a waiver of the party's right to access the records.

E. REPRISALS

1. No reprisals of any kind will be taken by the Board or the school administration against any person because of the participation in this grievance procedure.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

F. ELECTION OF REMEDIES

After a grievance, has been submitted to arbitration, the grievant and the Association shall waive any right to pursue against the District any action or complaint that seeks the same remedy.

G. GRIEVANCE REPORT FORM

**Elder Grove School District
Elder Grove Education Association
Yellowstone County, Montana**

Grievance No. _____

Date: _____

Name: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____ Signature of Grievant

Signature of EGEA Representative

IV. LEAVES OF ABSENCE

A. DISCRETIONARY LEAVE

1. All regularly employed teachers shall earn discretionary leave at the rate of seventeen (17) days for each year of service in the employ of the District. Discretionary leave may be used for illness or personal business. Unused discretionary leave shall be either credited to a teacher's accumulated sick leave at the end of each school year or designated to be paid out as described in subsection I. Accumulated sick leave days shall accrue to 130 days.
2. Discretionary leave shall be allowed by the Board whenever a teacher is absent due to his or her own illness or the illness of an immediate family member, during the 179-day academic year. Immediate family is defined as: spouse, children, dependent children, parents, step-parents, parent-in-law, siblings, grandparents, and grandchildren. The administration must act on approval of a discretionary leave request within 3 working days of submission by a teacher. Discretionary Leave days shall be first deducted from the annual discretionary leave. Discretionary leave days that exceed the annual discretionary leave shall be deducted from the accrued sick leave days credited to the teacher.
3. When a teacher resigns, retires, loses a position due to a reduction in force, or dies, the teacher (or named beneficiary or estate) shall be entitled to a cash payment equaling one third (1/3) of the teacher's accumulated sick leave, based on their average daily rate of pay (1/3 X ACCUMULATED SICK DAYS X DAILY RATE OF PAY). To qualify, a teacher must have taught five (5) years in School District #8. Payment of sick leave will be made by July 15th. Employees will not receive this payment if they are terminated pursuant to M.C.A. 20-4-204 or 20-4-207.
4. A Teacher may, at the Teacher's discretion, on an annual basis donate up to two (2) days of discretionary leave to another Teacher who is in need. The discretionary leave recipient shall have exhausted all discretionary and sick leave attributed to a personal illness or an illness in the immediate family as defined in Article IV, Section A, Subd. 2 of the Master Agreement. Donors shall notify the President of the Elder Grove Education Association, on forms provided, of the intention to make such donation. Donated leave shall be used in the order of date of receipt. Unused sick leave shall be credited to the donors. The Elder Grove Education Association will maintain records of donation, usage, and credits. The Superintendent and the President of the Elder Grove Education Association, or their designees, will jointly review requests for donated discretionary leave.
5. Each teacher will be credited with seventeen (17) days of discretionary leave on the first contracted day of the school year. The teacher who does not complete contract obligations will be liable to the district for discretionary leave paid beyond the employee's entitlement. Employment for less than 179 full-time duty days shall earn or accrue sick leave on a prorated basis to the 179 full-time duty day contract. [This shall not increase, decrease, or affect anything regarding long-term substitute teachers.]

B. MATERNITY/PATERNITY LEAVE

1. Discretionary and sick leave shall be used for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from, or adoption. The length of the medical necessity for leave shall be determined by the teacher and their physician, although that period may not extend over sixty (60) working days (per FMLA guidelines), from the birth of the child, or in the case of adoption, from the time the child is placed in the teacher's home. Elder Grove grants 6 weeks or 30 working days for maternity/paternity leave. Additional 6 weeks can be requested through an FMLA application for a maximum of 12 weeks or 60 working days. The length of leave will not exceed 60 working days. Any days beyond 60, must be requested in writing by the teacher, and approved by the board. Teachers must first use their discretionary days and then use days out of their sick bank, if available, for maternity/paternity leave.
2. Should a teacher have a baby or adopt a child during the summer months which are not part of the school calendar year, the amount of leave for which the teacher is eligible shall be determined by counting the thirty (30) working day leave period from the date the child is born or brought into the home, as if those days were a part of the school calendar year.
3. A teacher shall request maternity/paternity leave in writing to the Superintendent, at least 90 days before the leave will commence, specifying desired dates to begin and end the leave.
4. Upon termination of leave, the teacher will be reinstated in the same teaching assignment held before the leave and at their current salary schedule.
5. A teacher wishing to return to their former teaching assignment after a maternity/paternity leave will notify the Board in writing by the fourth Tuesday of February. If a statement is not received, the Board will assume the teacher is not returning.

C. EXTENDED LEAVES OF ABSENCE

1. Extended leaves of absence without salary may be provided upon application for such reason as extended personal or family illness. Teachers on extended personal leave may be entitled to return to the same position which they held immediately before commencement of leave or to comparable positions of responsibility, subject to approval by the Board.
2. A teacher wishing to return to their former teaching assignment after an extended leave of absence will notify the Board in writing by the fourth Tuesday of February. If a statement is not received, the Board will assume the teacher is not returning.
3. If a teacher proposes to take a personal leave of absence (not for medical reasons), that teacher will notify the Board in writing by the Fourth Tuesday of February.
4. An additional 20 days may be granted with a medical doctor's note and Board approval.

D. PLANNED LEAVE

A Planned Leave of more than three (3) consecutive days shall require five (5) school days prior notice to the date of the leave, and the approval of the Superintendent. Planned Leave may be used in connection with holidays and PIR days.

E. PROFESSIONAL LEAVE

Two (2) days of professional leave with full pay will be made available to each teacher for the purpose of attending meetings beneficial to his/her teaching assignments or extra duties, with the pre-approval of the Superintendent. Additional leave may be granted on a case-by-case basis at the discretion of the Superintendent. Requests for professional leave shall be made to the Superintendent in writing at least four (4) days prior to the date of the professional leave.

F. EMERGENCY LEAVE

An emergency leave request must be approved by the Superintendent and will not exceed one (1) day. An Emergency Leave day is an unplanned circumstance or occurrence involving the employee or the employee's immediate family that requires their immediate attention.

Examples of this would be illness of a child or parent requiring medical attention, death in the family, property damage, and car accident.

G. BEREAVEMENT

1. When the absence of a teacher is caused by a death in his/her (or spouse's) immediate family, leave of absence without loss of salary or utilization of discretionary or sick leave shall be granted, but not to exceed five (5) total days. School absences beyond this leave will be counted as discretionary leave. Immediate family is defined as teachers' children, spouse, parent, brother, sister, grandparent, grandchild or step relation of the same degree of affinity.
 - a. An employee who has suffered a death in the immediate family will be eligible for bereavement leave. The superintendent has the authority to grant bereavement leave for up to five (5) additional days with pay. Bereavement leave longer than ten (10) days must be approved by the Board; these days will be counted as discretionary days. If the annual discretionary allowance is depleted, then the days will be taken out of the sick bank. Such leave will not exceed three (3) months unless prescribed by a physician.
2. When the absence of a teacher is caused by a death of an aunt, uncle, cousin, niece or nephew, leave of absence with pay shall be granted for up to three (3) working days.

H. BLACKOUT LANGUAGE

Blackout days may be called by the Superintendent when there are more than 20% of teachers requesting the same day off. When this takes place, teachers who were previously approved for the day off will remain approved. For the remaining teachers who have requested leave on the given day, the superintendent will determine who is granted leave based on the following factors in order, except in an emergency as determined by the Superintendent:

1. Date of leave request
2. Special circumstance
3. Seniority

4. Employees use of leave during the current year.

The number of blackout days cannot exceed seven (7) days per school year. Notification of the blackout days will need to occur three (3) working days in advance.

Long term substitutes, extended leaves of teachers, pre approved counselor absences, or teachers not needing a sub will not count towards the 20% teachers.

I. REIMBURSEMENT FOR LEAVE NOT TAKEN

Full sub pay will be paid for the total discretionary days not taken for the current school year or teachers will have the option to bank the days. The days may not be split, except when the sick bank is 114 days or over, then they may fill their sick bank and get paid for the rest of their unused discretionary days.

If no decision is given to the business manager by the last day of school, then the days will automatically be banked in the accumulated sick day bank. The total will not exceed seventeen (17) days.

V. BENEFITS

A. RELEASE TIME

Teachers will be excused from their classroom responsibilities while specialists are teaching their students.

B. EARLY RETIREMENT INCENTIVE

Teachers electing to retire from the School District shall receive a retirement incentive based on the following schedule:

1. Teachers completing 25th year of participation in the Montana Teachers' Retirement System and a minimum of 10 years of service in School District #8 shall receive \$15,000.
2. Teachers completing 26th year of participation in the Montana Teachers' Retirement System and a minimum of 10 years of service in School District #8 shall receive \$12,000.
3. Teachers completing 27th year of participation in the Montana Teachers' Retirement System and a minimum of 10 years of service in School District #8 shall receive \$10,000.

Notification to the Superintendent by February 1st of the current year of the teacher's intent to retire is required. The retirement incentive shall be paid prior to July 15th of the year in which the teacher retires.

Retired teachers are considered in service to the Elder Grove School District thru August 31st of the year of that teacher's last working day.

C. HEALTH, MAJOR MEDICAL, DENTAL, AND VISION INSURANCE PLAN

1. During the **2026-2028** fiscal years, School District # 8 shall provide **paid** single **premium** health insurance for each employee compensated at ½ time or above. In the event a successor agreement to this Master Agreement has not been ratified prior to June 30, **2028**, the District's premium contribution for health, major medical, dental, and vision insurance shall remain at the same rate as was effective on June 30, **2028**, until such time a successor agreement is agreed upon and ratified by the parties.
2. The District's health insurance plan requires each eligible employee to choose one of the following coverage options:
 - a. Employee only;
 - b. Employee plus spouse;
 - c. Employee plus children; or
 - d. Family.
3. An insurance benefits committee shall be established to review and make recommendations on the District's insurance program. This committee shall be composed of one school board member, one administrator, one non-certified staff, and two teachers.
4. Level of Benefits- School District # 8 will provide insurance benefits not less than those benefits in the Traditional health insurance plan for the **2026-2028** school years. The plan includes Medical with \$2000 deductible, Dental, Vision, and \$10,000 life insurance.
5. Teachers will be offered the opportunity to accept or decline the Cafeteria (Flex) Plan.
6. A retired teacher is eligible for monthly School District contributions as long as the teacher is employed by the School District in a half time or above, regular employment status in service to the district. Upon termination of employment, all School District participation and contributions shall cease effective on the last day of the calendar month of that teacher's last contracted working day.
7. A teacher completing the school year, who has contributed 10 consecutive years of service to the District as a certified teacher and who is actively on the school's group insurance plan, shall have group insurance benefits continued thru August 31st unless they are in a non-FMLA, unpaid status on the last day of school. A teacher who is on non-FMLA, unpaid status must work on the last day of school for group insurance benefits to be continued thru August 31 of that academic year.

D. FLEXIBLE BENEFIT ACCOUNT/HEALTH SAVINGS ACCOUNT

1. The District will establish a flexible benefit plan based on Section 125 of the IRS code to pay individual employees eligible non-reimbursed health, dental and vision, and dependent care costs. The plan administrator will be a disinterested third party. The District will assume the start-up costs. Participation will be voluntary, and the individual employee's determined contributions to the health, dental and vision account and the dependent care account shall be

maintained separately. The plan will include provision for employee orientation and education regarding plan use.

2. The District shall establish a Health Savings Account (HSA) plan for individual employees who participate in the HSA qualified health plan that is coupled with a High Deductible Health Plan (HDHP). The plan administrator will be a disinterested third party. The District will assume the start-up costs. Participation will be voluntary and the individual employee's designated contributions to the HSA account, if any, shall be maintained separately. The District will contribute the difference of the premiums of the Traditional **\$2000** deductible health insurance plan stated in Section V. C. 1 and the high deductible plan (HDHP) into the Teacher's HSA, if the Teacher chooses the high deductible plan.

E. SALARY

1. The **2025-2026** salary schedule shall be increased by **2%** for the **2026-2027** school year, for a base total of **\$42,856**. Each year, a teacher shall move one step per school year after completion of the year.
2. **The 2026-2027 salary schedule shall be increased by 1.5% for the 2027-2028 school year, for a base total of \$44,142. Each year, a teacher shall move one step per school year after completion of the year.**
3. No newly hired teacher shall be placed higher than step **5 (five)** on the salary schedule. Placement shall be based on confirmed teaching experience in another accredited public-school system.
4. Daily Rate of Pay is defined as the teacher's annual salary divided by the number of school days plus the number of PIR days.

F. LANE CHANGE AND NUMBER OF CREDITS

The teacher will notify the Superintendent in writing by May 1st that they intend to acquire sufficient credits to move over one lane. The number of credits the teacher wishes to pursue, and the lane change they intend to make must apply to grade level. The Superintendent shall approve the credits. Ten (10) semester credits are needed to move one lane. All OPI accredited trainings shall be approved for credits and lane advancement at a rate of fifteen (15) OPI credits equating to one (1) semester credit for a total of 150 OPI credits. (1.5 quarter credits is equal to 1 semester credit.) OPI credits offered through the District at the District's expense may not be used towards lane advancement. Any combination of OPI credits, quarter credits, or semester credits can be used to obtain a lane change. The teacher will notify the District Clerk by August 15th that the sufficient credits have been completed. The original transcript or certified copies of such must be turned into the Superintendent by September 15th. Only one lane may be attained per school year.

G. CHILDREN OF TEACHERS ATTENDING AS NON-RESIDENT STUDENTS

Any natural-born or legally adopted child of a teacher at Elder Grove School who does not reside within the boundaries of the school district shall be permitted to attend Elder Grove School providing he/she meets the following requirements:

1. Must be in good standing with the most recently attended school in terms of academics, conduct and attendance.
2. Demonstrates a record free of truancy.
3. Demonstrates a record of good behavior in the school last attended.
4. Has no criminal record.
5. Admission does not require the hiring of additional staff or the provision of educational services not currently provided in the school.
6. Applications for teacher's children will be given first priority when determining admittance as per District Policy 3141 & 3141F

VI. MISCELLANEOUS PROVISIONS AND GOVERNING LANGUAGE

A. NO STRIKE CLAUSE

The Association agrees that they will not participate in or encourage the interruption of their professional services in whole or in part. Violation of this clause by the Association or members shall constitute cause for discharge or other discipline and / or penalties to be determined by the Board.

B. REDUCTION IN FORCE

1. **Procedure:** In the event the School District determines to reduce staff the provision of this Article shall apply.
2. **Definitions:**
 - a. Teacher: The term Teacher used herein shall refer only to tenured Teachers, regularly employed at least half time by the School District.
 - b. Days: Means Teacher duty days, unless otherwise stated.
3. **Seniority:**
 - a. Seniority shall mean the number of days of continuous service in the regular school year commencing with the first day of employment as a certified teacher in the School District, including authorized leave of absences allowed by the School District pursuant to this Agreement.
 - b. Non-Tenure teachers shall not acquire seniority until such Teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to a Teacher's first day of employment as a certified teacher.
4. **Order of Layoff:**

In the event of a staff reduction, tenured Teachers shall not be placed in layoff if there are non-tenure Teachers employed in a position requiring the same certification being reduced. Qualified Teachers shall be placed on layoff in inverse order of seniority.

Seniority will be determined by the following sequence:

- a. First day of employment as a certified teacher.
 - b. Date of signing of the individual contract.
 - c. In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by lot. (Lot is defined as a random drawing of names from a hat for those teachers equal in seniority.)
5. **Recall:**
- a. Teachers shall first be recalled to vacant positions in inverse order from that in which said Teacher was placed on layoff.
 - b. When placed on layoff, a Teacher shall maintain a current address with the School District and if a position becomes available for the Teacher on layoff, the School District shall provide written notice by Registered Mail or Certified Mail, Return Receipt Requested. The Teacher shall have fourteen (14) calendar days from the date of posting of such notice to accept reemployment. Failure on the part of the Teacher to accept re-employment within fourteen (14) calendar days of the posting of recall notice shall constitute forfeiture on the part of the Teacher to any further rights of re employment of reinstatement.
 - c. 3. Re-employment rights shall automatically cease twelve (12) months from the date of layoff, and no further rights to reinstatement shall exist.
6. **Effect:** Nothing 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.

C. FILLING OF POSITIONS

1. The District will notify the teachers of any open or new positions simultaneous to public advertisement of the vacancy. Notification will be an email to all teachers.
2. Any teacher requesting a transfer shall submit such a request in writing, listing reasons for the request and including a statement of qualifications. Nothing shall limit the District's right to interview any other applicant and nothing shall limit the District's right to transfer staff requesting a move.
3. Qualified staff members who apply for a transfer shall be granted an interview.
4. The superintendent, along with representative(s) of the tenured certified staff of the grade level/subject area of the opening, will determine which applicants are best qualified for the position.
5. The reasons for denial of a requested transfer will be available at the teacher's request.

6. Before any teacher is subject to an involuntary transfer, he/she shall be notified and have the opportunity to discuss the transfer with the superintendent.

D. JURY DUTY

Teachers should notify the Administration office promptly upon receipt of a jury duty summons. If possible, teachers may be exempt from jury duty, but will be released to serve if required by law. In the event a teacher serves on jury duty on a school duty day the teacher shall receive his/her regular salary less jury duty pay.

E. SAVING/SEVERABILITY

If any section, subdivision, paragraph, sentence, phrase or other part of this agreement is determined or declared to be contrary to, or in violation of, any State or Federal Law, the remainder of the Agreement shall not be affected or invalid.

F. COPIES

Copies of the Master Agreement shall be presented, in digital format to all teachers within thirty (30) days or as soon thereafter as practicable after the Master Agreement is signed. Agreement shall be presented to all teachers now employed, hereinafter employed, or offered employment by the Board. Employees may print a copy of the Agreement using District owned equipment and paper.

G. DURATION OF AGREEMENT

1. Terms and Reopening Negotiations

All provisions of this Agreement shall be effective as of 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 periods of one year unless either party gives notice to the other, not later than January 1, prior to the aforesaid expiration date or an anniversary thereof, of its desire to reopen this Agreement and to negotiate over the terms of a successor agreement.

In the event the District receives an increase in recurring revenue of \$40,000 or more during the effective dates, the contract will be reopened to negotiate increased compensation for the 2027-2028 term. Recurring revenue includes state funding, local mill levy, grants that positively impact the general fund or any new revenue source.

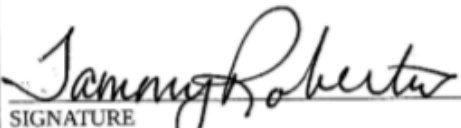
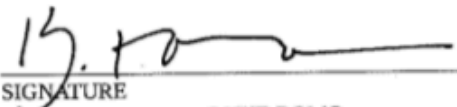
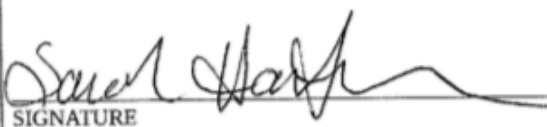
2. Effect

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.

VII. SIGNATURES OF AGREEMENT

VII: SIGNATURES OF AGREEMENT

In Witness, wherefore, the parties hereunto set their hands and seals this
8th day of July, in the year 2026.

ELDER GROVE EDUCATION ASSOCIATION BY:  SIGNATURE JAMMY ROBERTUS	ELDER GROVE SCHOOL DISTRICT #8 BOARD OF TRUSTEES BY:  SIGNATURE LUKE ROMO
EGEA President	Trustee Board Chairperson
ATTESTED BY:  SIGNATURE SARAH HARTMAN	ATTESTED BY:  SIGNATURE MICHELE MCABEE
EGEA Secretary	Clerk of the Board

VIII. MATRIX 2026-2027

		Matrix Base	Adjusted Minimum				
		37,611	42,856				
BASE:	37,611						
Steps/Lanes	BA	BA +10	BA +20	BA +30	BA +40	BA+50/MA	MA +10
0	\$42,856	\$42,856	\$42,856	\$42,856	\$42,952	\$44,279	\$45,682
1	\$42,856	\$42,856	\$42,856	\$43,591	\$45,058	\$46,536	\$48,063
2	\$42,856	\$42,856	\$43,948	\$45,577	\$47,164	\$48,793	\$50,440
3	\$42,856	\$44,073	\$45,784	\$47,559	\$49,270	\$51,049	\$52,821
4	\$43,854	\$45,784	\$47,616	\$49,545	\$51,377	\$53,306	\$55,198
5	\$45,415	\$47,495	\$49,451	\$51,527	\$53,483	\$55,563	\$57,579
6	\$45,415	\$49,206	\$51,283	\$53,513	\$55,589	\$57,819	\$59,956
7	\$45,415	\$49,206	\$53,118	\$55,495	\$57,695	\$60,076	\$62,336
8	\$45,415	\$49,206	\$53,118	\$57,481	\$59,801	\$62,333	\$64,713
9	\$45,415	\$49,206	\$53,118	\$59,463	\$61,908	\$64,589	\$67,094
10	\$45,415	\$49,206	\$53,118	\$61,449	\$64,014	\$66,846	\$69,471
11	\$45,415	\$49,206	\$53,118	\$63,431	\$66,120	\$69,103	\$71,852
12	\$45,415	\$49,206	\$53,118	\$65,417	\$68,226	\$71,359	\$74,229
13	\$45,415	\$49,206	\$53,118	\$67,399	\$70,333	\$73,616	\$76,610
14	\$45,415	\$49,206	\$53,118	\$67,399	\$70,333	\$75,873	\$78,987

IV. MATRIX 2027-2028

		Matrix Base	Adjusted Minimum				
		38,175	44,142				
BASE:	38,175						
Steps/Lanes	BA	BA +10	BA +20	BA +30	BA +40	BA+50/MA	MA +10
0	\$44,142	\$44,142	\$44,142	\$44,142	\$44,142	\$44,943	\$46,367
1	\$44,142	\$44,142	\$44,142	\$44,245	\$45,734	\$47,234	\$48,784
2	\$44,142	\$44,142	\$44,607	\$46,260	\$47,871	\$49,524	\$51,196
3	\$44,142	\$44,733	\$46,470	\$48,272	\$50,009	\$51,815	\$53,613
4	\$44,512	\$46,470	\$48,330	\$50,288	\$52,147	\$54,105	\$56,026
5	\$46,096	\$48,207	\$50,192	\$52,300	\$54,285	\$56,396	\$58,442
6	\$46,096	\$49,944	\$52,052	\$54,315	\$56,423	\$58,686	\$60,855
7	\$46,096	\$49,944	\$53,915	\$56,327	\$58,560	\$60,977	\$63,271
8	\$46,096	\$49,944	\$53,915	\$58,343	\$60,698	\$63,267	\$65,684
9	\$46,096	\$49,944	\$53,915	\$60,355	\$62,836	\$65,558	\$68,100
10	\$46,096	\$49,944	\$53,915	\$62,370	\$64,974	\$67,848	\$70,513
11	\$46,096	\$49,944	\$53,915	\$64,382	\$67,112	\$70,139	\$72,930
12	\$46,096	\$49,944	\$53,915	\$66,398	\$69,249	\$72,429	\$75,342
13	\$46,096	\$49,944	\$53,915	\$68,410	\$71,387	\$74,720	\$77,759
14	\$46,096	\$49,944	\$53,915	\$68,410	\$71,387	\$77,010	\$80,171