COLLECTIVE BARGAINING AGREEMENT

Between the
Baker Education Association
and the
Board of Trustees, School Dist#12

Baker, Montana

For the School Years
2026-27 and 2027-28

PROFESSIONAL NEGOTIATIONS AGREEMENT

THIS AGREEMENT, entered into this 7th day of June, 2026, 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 of 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 All prior practices, agreements and understandings are superseded by this Agreement and are of no force or effect unless specifically incorporated herein.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, 2026, following ratification by a majority of the members of the Association and approval by the Board, and shall continue in effect until June 30, 2028. 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 it 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 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 representatives 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 of sick leave will be provided to each teacher annually at full salary for the following reasons:
   i. Personal illness or disability, personal medical appointments, quarantine, or communicable diseases;
   ii. Accompanying spouse or dependent children on medical, dental, optical trips at home or out of town;
   iii. Any medical related leave;
   iv. 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 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. If a teacher misses school because of bad roads or weather, the teacher will be deducted a day of pay based on the duty year as outlined in 4.36 Duty Year of this contract 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 graduated 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:
    i. 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 all previous years of teaching experience as verified by the Montana Teachers Retirement System and/or through pervious employer verification.
i. New teachers hired by the District with less than three (3) 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 reaches 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.

a. 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. If the District chooses to pay for a certified teacher to become licensed in an area of curriculum or grade level need and the certified teacher is already placed at a Masters (MA)+30, thus having no opportunity for salary advancement other than steps, the District will pay for the additional costs/fees associated with the certification program outside of what is already outlined in 4.14 of the Master Agreement. *Approved college credits may or may not be graduate credits as long as the approved course work leads to the desired certification.
b. Approved college credits may or may not be graduate credits as long as the approved course work leads to the desired certification.
c. 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.
d. 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.
e. Upon completion of the internship program or upon the completion of the specific courses, 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

4.17 **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.

4.18 **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.

4.19 **BASE SALARY**

a. **For the 2026-27 School Year: Base salary for B.A. – $43,200** for the school year 2026-27, (See Attachment A). The salary schedule will be calculated on the Base, Step 1 by the index in Addendum B.'
b. **For the 2027-28 School Year: Base salary for B.A.- $43,200** for school year 2027-28, (See Attachment A). For the 2027-28 school year only, teachers who are at the bottom step of their respective lane will receive a one time bonus of $1,500. For example, a teacher who was on Step 16 in 2026-27 would receive the bonus for 2027-28. This bonus is in addition to the annual retention stipend provided for in Section 4.19(c). This bonus will be paid half (1/2) with September 2027 payroll and half (1/2) with May 2028 payroll.
c. **Longevity/Retention:** Beginning with the 2026-27 school year, teachers who have taught in Baker Public Schools for 16 years or more and are at the bottom step of their respective lane will receive a $1,500 annual retention stipend. The parties agree this longevity stipend will remain in the CBA unless the parties agree to remove it. This stipend will be paid over the school year payroll payments..

4.20 **SIGNING BONUS** – The first contract signed by a certified staff with the District will be given a one-time $1,000 additional bonus to be paid by the fifth student contact day of the school year..

4.21 **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.

4.22 **ADDITIONAL WORKDAYS**

a. High School Counselor will be given 17 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.

4.23 **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.

4.24 **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.

4.25 **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.

4.26 **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.

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

4.28 **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 1st, of the year of retirement.
b. In case of termination by unavoidable circumstances, (a) above may be waived by the Board.

4.29 **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.

4.30 **FLEXIBLE BENEFIT ACCOUNT** – A flex plan which meets the approval of the Board and the Association will be maintained during the term of this agreement.

4.31 **COMPENSATION FOR PERSONAL VEHICLE USE**

a. Any staff member who must travel daily from school to school within the district as a requirement of their job shall be compensated for such travel at a rate of $75 per semester
b. Each teacher in the system shall be assigned to a home school to be used as the basis for payment under this Article
c. Compensation will accrue for Pupil Instruction days only, unless a person has an extended contract which will extend the days of compensation through the contracted time period. Days that a teacher is absent because of sick/personal leave or any other absence will not be considered for compensation
d. This Article applies to travel on regular school assignments and is not intended to apply to extracurricular assignments
e. Compensation will be provided at the end of each semester upon approval of the building principal

4.32 **EXTRACURRICULAR COMPENSATION**

a. **Extracurricular Compensation** - The wages set forth in the attached schedule pages are independently bargained from the certified salary schedule,.
b. **New Extracurricular** - After mutual agreement on the position and compensation for the position has been reached by the Association and the School Board, positions may be added to the Extracurricular Schedule. The District, with agreement from the Association, can split coaching and advisor stipends between employee and new additions to the salary schedule will only be considered quarterly.
c. Pay will be issued only during the season of the activity and/or sport and will not be spread over the duration of the contract year.
d. Coaches/Advisors are not required to drive/transport students to and from activities or events, but if they do drive/transport students in a district owned vehicle, the coach/advisor will be paid $0.20/mile for their drive time. The coach/advisor will not be paid for standby time, only their drive time.

4.33 TRANSFER PRACTICES

Voluntary/Involuntary Transfers:

a. The movement of an employee to a different assignment, grade level, subject area, or building shall be considered a transfer
b. Teachers who desire a transfer shall file a written statement of such desire through the building principal or to the Superintendent.
c. Teachers who's transfer requests are granted will be given one (1) day's pay (daily rate based on duty year as outlined in 4.36 Duty Year)to relocate. The School District, when requested, will assist the teacher in moving materials and supplies to the new site. If the School District hires a substitute, the School District shall pay the cost of the substitute.
d. Teachers who receive notice of a transfer will be given one (1) day's pay (daily rate based on duty year as outlined in 4.36 Duty Year)to relocate. The School District, when requested, will assist the teacher in moving materials and supplies to the new site. If the School District hires a substitute, the School District shall pay the cost of the substitute. Teachers who are involuntarily transferred may submit a letter to the Superintendent noting their objection to the transfer. The letter will be placed in the teacher's personnel file.
e. The School District shall make all assignments and/or transfer decisions to the best of their ability before June 1st and the teacher will be paid for the transfer in the September payroll in the following school year. If the District makes a decision to transfer a teacher after June 15th, the teacher will be paid an additional one (1) day of pay, for a total of two (2) days of pay for a late notice of transfer. If the District makes a decision to transfer a teacher after July 1st will be paid an additional one (1) day of pay, for a total of three (3) days of pay for late notice of transfer.

4.34 EVALUATIONS

Teachers:

a. Instrument: The District will maintain a uniform evaluation instrument for all classroom teachers and retain the right to develop uniform evaluation instruments for the bargaining unit. The District will seek input from those affected by an evaluation instrument before implementation of same.
b. Prior Notice of Formal Evaluation: All teachers shall be advised of an upcoming formal evaluation at least 24 hours in advance. The 24 hours should be considered a minimum.
c. Requirements: Except as provided in this Section, evaluation and evaluation procedures shall be a matter of the school district policy and shall not be a part of the agreement.

Employee evaluations will be subject to the following process:

- The district will make every reasonable effort to complete classroom observations and evaluations two weeks prior to April 1. A teacher and his/her evaluator can extend the deadline by mutual written agreement prior to April 1.
- All ratings and remarks on the evaluation instrument must be substantiated by direct observation and/or investigation.
- Teachers will be aware of evaluation instrument and have access to this form prior to the evaluation.
- Should deficiencies be recorded in the work performance of a teacher, the Administration shall provide the teacher with specific, reasonable, written recommendations including a timeline for improvement.

Coaches:

a. Athletic Evaluations: As per the Ridgeway Settlement Agreement, coaching positions will be evaluated separately from teaching duties by the Activities Director or his/her designee.

4.35 PREPS PER CLASS PERIOD – No teacher will be assigned multiple classes in one single period. A teacher may be asked to teach multiple classes in one period but has the right to either refuse the request or accept the request of their own volition.

4.36 LEAVE COVERAGE BY STAFF MEMBERS – A certified teacher in the 7-12 building who covers a class period for another certified teacher will be compensated $25 per hour. The coverage must be approved by the building principal before the leave is granted and the staff member needing the coverage will be docked appropriate leave. A leave sheet will be turned in to the building principal by the first of the month to certify coverage provided.

4.37 DUTY YEAR

a. The basic duty year for teachers shall consist of a minimum of 1080 hours.
b. If the District approves a five (5) day school week the following will apply:
   i. The duty year shall not exceed 1290 hours. Pupil instructional hours are included in the basic duty year and are met as defined in MCA 20-1-301. The basic duty year shall not exceed 187 work days.
   ii. The basic duty day for teachers shall not exceed 8.5 hours per day (inclusive of lunch).
   iii. The duty day shall begin ½ hour before the school day starts and conclude a ½ hour after school dismissal. On scheduled PIR days the duty day shall begin five (5) minutes prior to PIR day activities starting and end five (5) minutes after PIR day activities have concluded.
   iv. For early release days that do not have scheduled PIR or in-service teachers may leave ten (10) minutes after the dismissal.
c. If the District approves a four (4) day school week the following shall apply:
   i. The duty year shall not exceed 1225 hours. Pupil instructional hours are included in the basic duty year and are met as defined in MCA 20-1-301. The basic duty year shall not exceed 165 work days.
   ii. The basic duty day shall not exceed 8.5 hours per day (inclusive of lunch).
   iii. The duty day shall begin at 7:45a.m and end not later than 4:00 pm. On scheduled PIR days the duty day shall begin five (5) minutes prior to PIR day activities starting and ending five (5) minutes after PIR day activities have concluded.
   iv. For early release days that do not have scheduled PIR or in-service, teachers may leave ten (10) minutes after the dismissal bell.

4.38 MENTORSHIP PROGRAM – Current staff members, from a pool of volunteers, will be chosen by administration to work in a paid mentorship role with "new" (first year) teachers or teachers "new to the District". The purpose of this program is to help guide a new teacher throught the policies and procedures unique to the District and building and provide a sounding board for various classroom and extracurricular questions that may arise. The mentor teacher is there for the benefit of the new staff member and cannot be consulted for the purpose of teacher evaluations.

Goals of the mentorship program are:

1. Improving teaching performance and student learning
2. Easing the transition of teaching
3. Supporting and ensuring the retention of qualified educators

a. First-Year teachers are required to meet once a month (minimum) with their mentor-teacher throughout the first semester of employment and then reduced to quarterly in

the second semester unless additional meetings are requested by the administrator or the new teacher. Mentor-teacher will be paid $500.

b. New-to-the-District teachers are required to meet with their mentor-teacher quarterly (minimum) through the first semester. Mentor-teacher will be paid $250.

Funding source for the mentor program will be through Title IIA funds to be received yearly and payment is contingent upon the District receiving those funds. A max of $3,000 annually will be budgeted for the program.

A mentor handbook will be developed as a guide for both the mentor and mentee, along with reporting requirements to satisfy the program to receive payment; payments for the Mentor-Teacher will be made with regular payroll in May.

ARTICLE V
GRIEVANCE PROCEDURE

5.1 DEFINITIONS

a. A grievance is defined as an actual or supposed circumstance considered to be in violation of the collective bargaining agreement or substantive claim based upon an event which affects the conditions under which a teacher works.
b. A grievant is a teacher or group of teachers, (or the BEA filing the grievance).
c. Days shall mean teacher work days, except as otherwise indicated.
d. Time Limitation and Waiver: - Grievances shall not be valid for consideration unless the grievance is submitted in writing to the principal, setting forth the facts and specific provision of the agreement allegedly violated, and the particular relief sought, within forty-five (45) pupil instruction days or sixty (60) calendar days, whichever is less, after the date of the event giving rise to the grievance occurred.

5.2 RIGHTS TO REPRESENTATION

a. At least one BEA representative may be present for any meeting, hearing, appeal, or other proceeding, relating to a grievance which has been presented under Section 5.5, 5.6 and so on.
b. The BEA may process such a grievance through all levels of the procedure with the permission of the individual or group of aggrieved persons.
c. When it is necessary for a teacher to attend a grievance meeting or hearing (in Level One (5.5), Level Two (5.6), Level Three (5.7), Level Four (5.8), or Level Five (5.9) which shall directly affect him or her, he or she will be released from normal duties, without loss of pay, in order to do so.

5.3 INDIVIDUAL RIGHTS - Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter with the appropriate supervisor and to have the problem adjusted without the intervention of the BEA.

5.4 TIME LIMITS

a. Since it is important the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
b. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

5.5 LEVEL ONE - The parties acknowledge that is usually most desirable for a teacher and immediately involved supervisor to resolve problems through free and informal communications. Whichever of the following is less, within forty-five (45) pupil instruction days or sixty (60) calendar days of the occurrence or of knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, the BEA, at its option, and the supervisor shall be present for the meeting. The supervisor shall provide the grievant and the BEA with

a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

5.6 **LEVEL TWO** - If the grievant or the BEA is not satisfied with the disposition of the grievance at Level 1, or if no decision has been rendered within five (5) days after presenting of the grievance, then the grievance may be referred to the superintendent or the superintendent's designee. The superintendent shall arrange for a hearing with the grievant and the BEA, to take place within five (5) days after receipt of the appeal. The parties shall have the right to include in the presentation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent will have five (5) days to provide the grievant and the BEA a written decision, together with the reasons for the decision.

5.7 **LEVEL THREE** - If the BEA is not satisfied with the disposition of the grievance by the superintendent or if no disposition has been made within the period above provided, the grievance, only at the option of the BEA, may be submitted to the Board within five (5) days, after receiving the decision at Level II or ten (10) days after the hearing at Level II, whichever is sooner. The Board shall arrange for a hearing with the grievant and/or the BEA, to take place at the next regularly scheduled Board meeting. By mutual agreement between the Chairman of the Board and the President of the Association, the hearing may be held at another date. The parties shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Board will have ten (10) days to provide the grievant and the BEA with a written decision together with the reasons for the decision.

5.8 **LEVEL FOUR** - If the BEA is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within five (5) days after the date for the hearing at level III, the BEA may, within five (5) days after the date for the Board's decision, submit the grievance to arbitration.

5.9 **LEVEL FIVE** - Within ten (10) days after such written notice of submission to arbitration the association shall, request a list of seven (7) arbitrators from the Board of Personnel Appeals. Upon receipt of the list the two parties shall meet within ten days, and alternately strike names until an arbitrator is selected.

5.10 **LEVEL SIX** - Within thirty (30) days after receiving the grievance the arbitrator will present written recommendations to the Board and the BEA. As long as the decision is not violative of any laws and is within terms of the collective bargaining agreement and school policy, it will be binding on the Board and the BEA.

5.11 **ARBITRATION COSTS** - Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties. Should either party request transcripts the party making the request shall bear the cost, if both parties request transcripts then the cost shall be split equally between the parties.

ARTICLE VI
STATE LAW TO CONTROL/NO STRIKE NO LOCK OUT/SAVINGS

6.1 **STATE LAW TO CONTROL** - It is understood that nothing herein contained shall be interpreted as attempting to circumvent the requirement that an individual contract of employment with each teacher employed by the Board must be executed as provided by law

6.2 **NO STRIKE LOCKOUT** - There will be no lock out by the Board, or strikes or slowdowns of work by the Association, during any period that this agreement is in full force and effect.

6.3 **SAVING CLAUSE** - If any provision of this agreement or any application thereof is finally held to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party negotiations shall immediately commence in order to alter said section(s) providing benefit(s) according to the intent of the parties.

ARTICLE VII
REDUCTION IN FORCE AND RECALL (RIF)

7.1 In the situation where the Board feels it is necessary to relieve teachers from duties because of lack of funds or declining enrollment in the district or other just reasons, the following process will be followed:

7.2 **Definitions**

a. **Teacher**: The term teacher used herein shall refer only to tenured teachers, regularly employed by the school district.
b. **Qualified**: Qualified means a tenured teacher who is certified by the State Department of Public Instruction for a position, or part of a position established by the school district, and who has taught in such subject matter category for at least one semester within the last 5 years while a member of the Baker School District.
c. **Subject Matter**: Subject matter shall mean such categories as are determined by the State Department of Public Instruction for certification purposes.
d. **Days**: Days means teacher duty days, unless otherwise stated.

7.3 The Board shall first attempt to avoid RIF through natural attrition of teachers in the District.

7.4 If RIF is necessary, the needs of the school system to have fully certified teachers who are properly endorsed by the State of Montana in curriculum areas to meet accreditation standards, and are "Qualified" per the definition above shall be give first consideration in retaining teachers. The Board may consider multiple endorsements based on the needs of the District. No non-tenured teacher shall be retained if a tenured teacher with certification for that position is being laid-off.

7.5 Seniority shall be given second consideration in retaining teachers. A teacher with sufficient seniority to remain in the District but whose teaching position is no longer available shall be transferred to a teaching position for which he or she is properly certified. If possible, the transfer shall be to a position of his or her choice.
Seniority shall be defined as the total length of continuous service with the District. In the event of identical dates of employment, advanced preparation as of the previous October 10th shall have precedence.

7.6 If the RIF policy is being implemented, the Superintendent must provide a list delineating the certification and seniority of each certified staff member to the BEA and each teacher on or before May 15th.
However, the Superintendent will notify the BEA immediately if the reduction in force policy will be discussed at the next board meeting. The certification and seniority list of staff members will then be presented to the BEA upon request.

7.7 Recall: Teachers who are laid-off will be recalled in reverse order of lay-off to fill openings as they arise provided the teacher is qualified to fill the opening. A recall list shall be maintained by the District for a period of two (2) contract years. Teachers who have been laid-off and recalled shall not lose tenure

IN WITNESS WHEREOF, the Chairman 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 affixed the seal of the Board, and the President and Secretary of the Association, by the authority vested in them by Resolution passed by a majority of the membership of the Association have hereunto subscribed their names on behalf of the Association, on the day and year first above written.

BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 12, BAKER, MONTANA

(SEAL)
ATTEST:

Clerk

Karen Wang
Negotiation Committee Chairperson
Board of Trustees

Karen Wang
Chairperson, Board of Trustees

MFPE, BAKER UNIT

Secretary

Amanda Tinsley
Chairperson, PR&R Committee

President Baker Education Association

Addendum B
FY27 & FY28

Years Exp	Step	BA	BA +10	BA +20	BA +30	BA +40	MA	MA +10	MA +20	MA +30
0	1	43200	44710	46225	47735	49250	50760	52270	53785	55295
1	2	44710	46225	47950	49465	51020	52530	54130	55685	57370
2	3	46225	47735	49680	51190	52790	54300	55985	57585	59445
3	4	47735	49250	51410	52920	54560	56075	57845	59485	61515
4	5	49250	50760	53135	54650	56335	57845	59700	61385	63590
5	6	50760	52270	54865	56375	58105	59615	61560	63290	65665
6	7	52270	53785	56590	58105	59875	61385	63420	65190	67740
7	8	53785	55295	58320	59830	61645	63160	65275	67090	69810
8	9	55295	56810	60050	61560	63420	64930	67135	68990	71885
9	10	56810	58320	61775	63290	65190	66700	68990	70890	73960
10	11	58320	59830	63505	65015	66960	68470	70850	72790	76030
11	12		61345	65230	66745	68730	70245	72705	74695	78105
12	13			66960	68470	70500	72015	74565	76595	80180
13	14			68690	70200	72275	73785	76420	78495	82255
14	15			70415	71930	74045	75555	78280	80395	84325
15	16				73655	75815	77330	80135	82295	86400

***all cells are rounded to the nearest $5*

SALARY INDEX MULTIPLIERS

Years Exp	Step	BA	BA +10	BA +20	BA +30	BA +40	MA	MA +10	MA +20	MA +30
0	1	1.000	1.035	1.070	1.105	1.140	1.175	1.210	1.245	1.280
1	2	1.035	1.070	1.110	1.145	1.181	1.216	1.253	1.289	1.328
2	3	1.070	1.105	1.150	1.185	1.222	1.257	1.296	1.333	1.376
3	4	1.105	1.140	1.190	1.225	1.263	1.298	1.339	1.377	1.424
4	5	1.140	1.175	1.230	1.265	1.304	1.339	1.382	1.421	1.472
5	6	1.175	1.210	1.270	1.305	1.345	1.380	1.425	1.465	1.520
6	7	1.210	1.245	1.310	1.345	1.386	1.421	1.468	1.509	1.568
7	8	1.245	1.280	1.350	1.385	1.427	1.462	1.511	1.553	1.616
8	9	1.280	1.315	1.390	1.425	1.468	1.503	1.554	1.597	1.664
9	10	1.315	1.350	1.430	1.465	1.509	1.544	1.597	1.641	1.712
10	11	1.350	1.385	1.470	1.505	1.550	1.585	1.640	1.685	1.760
11	12		1.420	1.510	1.545	1.591	1.626	1.683	1.729	1.808
12	13			1.550	1.585	1.632	1.667	1.726	1.773	1.856
13	14			1.590	1.625	1.673	1.708	1.769	1.817	1.904
14	15			1.630	1.665	1.714	1.749	1.812	1.861	1.952
15	16				1.705	1.755	1.790	1.855	1.905	2.000

	across		0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350
	down	0.035	0.035	0.04	0.04	0.041	0.041	0.043	0.044	0.048

	2026-2028 Base	$	38,285.00
Coach/Advisor Transportation Pay $0.20/mile			
Football			
head coach	0.14	$	5,360.00
1st assistant	0.105	$	4,020.00
1st assistant	0.105	$	4,020.00
1st assistant	0.105	$	4,020.00
JR High	0.075	$	2,870.00
JR High	0.075	$	2,870.00
JR High	0.075	$	2,870.00
Girls B-Ball			
Head Coach	0.155	$	5,935.00
JV Coach	0.115	$	4,405.00
C-Squad	0.09	$	3,445.00
Jr. High-8th	0.075	$	2,870.00
Jr. High-7th	0.075	$	2,870.00
4th & 5th	0.065	$	2,490.00
Boys B-Ball			
Head Coach	0.155	$	5,935.00
JV Coach	0.115	$	4,405.00
C-Squad	0.09	$	3,445.00
JR High - 8th	0.075	$	2,870.00
Jr. High - 7th	0.075	$	2,870.00
4th & 5th	0.065	$	2,490.00
Wrestling			
Boys Head Coach	0.14	$	5,360.00
Girls Head Coach	0.14	$	5,360.00
Assist. Coach	0.11	$	4,210.00
Assist. Jr High	0.075	$	2,870.00
Track			
Head Coach	0.14	$	5,360.00
Assist Coach	0.085	$	3,255.00
Assist Coach	0.085	$	3,255.00
Assist Coach	0.085	$	3,255.00
Jr. High	0.065	$	2,490.00
Jr. High	0.065	$	2,490.00
Jr. High	0.065	$	2,490.00
Cross Country			
Head Coach	0.1	$	3,830.00
Volleyball			
Head Coach	0.14	$	5,360.00
Assist. Coach	0.11	$	4,210.00
C-Squad	0.09	$	3,445.00
Jr. High Coach	0.065	$	2,490.00
Jr. High Coach	0.065	$	2,490.00

Golf

Head Coach	0.1	$	3,830.00

Tennis

Head Coach	0.1	$	3,830.00
Assist, Coach	0.085	$	3,255.00

Scorer/timer		Shot Clock	min wage
varsity game	min wage	Game Announcers	$11.50
Books ea game/tourn.	min wage	Chain Crews	min wage
ticket person		Fball Booth	min wage
per night	min wage	Vball Line Judge	min wage
		Fball Announcer	$30.00
Chaperones	min wage	Wrestling Announcer	min wage

***All amounts are per game/per shift which are usually 2 hr increments*

**all listed positions at minimum wage will be paid 2 hrs @ current minimum wage

Music

Music Director		0.125	$	4,785.00
Asst. Music Director		0.085	$	3,250.00
major musical	0.095		$	3,635.00
Winter Cheer Coach	0.085		$	3,250.00
Asst. Winter Cheer	0.043		$	1,645.00
Fall Cheer Coach	0.085		$	3,250.00
Asst Fall Cheer	0.043		$	1,645.00
Spartanettes	0.05		$	1,910.00
Speech/Drama	0.105		$	4,020.00
assit/sp/dr	0.08		$	3,060.00
Drama(2 Plays)	0.075		$	2,870.00
HOSA Advisor	0.085		$	3,250.00
FCCLA Advisor	0.085		$	3,250.00
FCCLA Asst. Advisor	0.043		$	1,645.00
FFA Advisor	0.085		$	3,250.00
FFA Asst Advisor	0.043		$	1,645.00
BPA Club	0.085		$	3,250.00
BPA Asst Advisor	0.043		$	1,645.00
Acad. Olym Adv	0.018	pay 3 ea	$	685.00
Honor Society	0.05		$	1,910.00
Student Union	0.05		$	1,910.00
Student Council	0.05		$	1,910.00
Concession Mgr	0.155		$	5,930.00
Class Advisor	0.035	pay 1 ea.	$	1,340.00
JR. Class AD	0.055	pay 2 ea.	$	2,105.00

MS Class Advisor	0.0275	pay 2 ea.	$	1,050.00
Yearbook	0.095	*50%/.095*	$	1,817.50
Newspaper	0.055	*30%/.055*	$	631.50