

**PROFESSIONAL NEGOTIATIONS AGREEMENT  
BETWEEN  
SOMERS SCHOOL DISTRICT NO. 29  
SOMERS, MONTANA  
AND  
SOMERS EDUCATION ASSOCIATION  
AFFILIATED WITH  
MONTANA PUBLIC EMPLOYEES ASSOCIATION  
2024-2026 SCHOOL YEAR**

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## PROFESSIONAL NEGOTIATIONS AGREEMENT

This agreement, entered into this 20<sup>th</sup> day of May, 2024 between the Board of Trustees of School District # 29, of Somers, Flathead County, State of Montana, acting in the name of said District, hereinafter, referred to as the "Board," and the Somers Education Association of Somers, Montana, hereinafter referred to as 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 under Section 39-31-301, et seq., MCA (1995) the Montana Collective Bargaining for Public Employees Act.

During its term, this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to the Agreement. Existing district policies involving matters relating directly to the employer-teacher relationship, not specifically referred to in this Agreement shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed.

### **2. Duration of Agreement**

All provisions of this Agreement shall become effective on July 1, 2024, or following ratification by a majority of the members of the appropriate unit and approval by the Board after that date, and shall continue in effect until June 30, 2026. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of two (2) years unless the Association and Board mutually agree to alter, change, add to or modify this Agreement with a written signed amendment.

### **3. 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 to establish school policy of operation, including but not limited to the right:

- A. To exercise the executive management and administrative control of the school system and its properties, facilities, programs, and the contracted activities of its employees.
- B. To employ and re-employ all personnel, determine their qualification conditions of employment and work assignments, and further to promote, demote or dismiss such personnel as provided by law.
- C. To select textbooks and other teaching materials to be used in all courses of instruction, to establish and supervise curriculum and matters of instruction.
- D. To determine 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.

### **4. Association Recognition**

The Board recognizes the Association as the exclusive representative of the educators (who are certified in Class 1,2,4, 5, or specialist as provided in 20-4-106 MCA) as defined in Title 39-31-101 et seq., MCA, employed by the Board on matters relating to employer-educator relationships pertaining to salary, hours, other terms of employment, or in regard to any grievance as mentioned in Paragraph 9 hereof for the period of one (1) year from the date hereof, and thereafter until representative of such teachers is selected pursuant to Title 39-31-207. Substitute teachers are not covered by the terms of this agreement. Any printed material pertaining to staff member or Association positions or actions intended for disbursement through the school, classroom or school children shall have prior approval by the Board or Administration. The Board may meet and confer with only said representative of teachers, as it elects, on any other subject.

## **5. Association Rights**

The Association shall be given one (1) hour during the first Fall Orientation Day of the school year to introduce teachers to the Somers Education Association of the Montana Education Association.

## **6. Association Leave**

- A. Association members shall be given up to eighteen (18) hours per year leave after children are dismissed for local Association business. These meetings shall be pre-planned and Administration informed in advance.
- B. Two Association officers or two (2) representatives shall be given three (3) days each leave with pay for attending professional meetings. These professional meetings deal with MEA business.
- C. Teachers shall be allowed 2 PIR days for the purpose of attending the Fall MEA Convention or other scheduled in-services occurring during the MEA Convention.

## **7. Professional Dues, Fees, Payroll Deduction**

- A. National, State, and local Association dues shall be deducted from the teacher's salary by the school Clerk only on a ten (10) or twelve (12) month basis, at the option of each individual teacher.

## **8. Teacher Rights**

- A. No tenured teacher will be disciplined, reprimanded, reduced in rank or compensation, or charged or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
- B. After a teacher has signed his/her fourth consecutive contract with the District, that teacher has "tenure" and the tenure laws of the State will apply.
- C. Each teacher shall have the right to review all contents in his or her personnel file at a time and place determined by the administration and teacher.

## **9. Grievance Procedure**

### **A. Definitions:**

- 1. A Grievance is any teacher complaint regarding alleged violation of specific provisions of this agreement.
- 2. A Grievant is a teacher, or group of teachers or the Association filing a grievance through the grievance committee of the Association.
- 3. Days shall mean teacher work days, except as indicated otherwise. The time limits in this grievance procedure shall be strictly observed unless extended by mutual agreement of the parties. If time limits for filing and/or moving a grievance from step-to-step are not complied with and observed by the grievant and/association, then that failure shall constitute a waiver of all rights to process the grievance further. The failure of the District or its agents to respond at any level within the time limits shall constitute the granting of the sought resolution in the grievance.

### **B. Procedure**

- STEP 1: Within thirty (30) days of the incident giving rise to the grievance, the grievant shall inform the grievance committee of the Association of the intent to file a grievance and obtain from the committee a letter of intent to grieve.

- STEP 2: Within 30 days of the incident giving rise to the grievance the superintendent shall be informed of the grievance:
- a) By the grievant with a grievance committee notification form; or
  - b) By the grievant accompanied by a member of the grievance committee.
- STEP 3: After five (5) days, if the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant, with an S.E.A. representative, shall present a written grievance to the Superintendent. The Superintendent shall act upon the grievance within ten (10) days.
- STEP 4: After twenty (20) working days, if the grievant is not satisfied with the disposition of the grievance at Step 3, he shall present a written grievance to the Board. The Board shall act upon the grievance within twenty (20) working days, or a mutually agreeable time between the grievance committee and the board.
- STEP 5: After ten (10) days, if the grievant is not satisfied with the disposition of the grievance at Step 4, he may request in writing that the Association submit his grievance to binding arbitration.
1. The arbitrator will be chosen by both the Association and the board. If the Association and the Board cannot agree upon an arbitrator, either party may request a list of 7 names from the Board of Personnel Appeals. The arbitrator will be chosen by Association and the District alternating strikeouts of names. The arbitrator's fees and expenses will be divided equally between the District and the Association.
  2. The decision of the arbitrator shall be final and binding upon all parties.
  3. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the school an action or complaint that seeks the same remedy. If a grievant or the exclusive representative files a complaint or other action against the school, arbitration seeking the same remedy may not be filed or pursued under this section.

#### C. Exceptions of Time Limits

1. When a grievance is submitted on or after May 31, time limits shall consist of all calendar days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
2. Notwithstanding the expiration of this Agreement, any claim or grievance shall be processed through this grievance procedure until resolved.

#### D. Grievance Procedures

1. Grievance Procedures shall not be grounds for reprisals against any party by either the school district, the association, or any teacher.

### **10. Staff Evaluation**

- A. Notice of Evaluation: All teachers at the time of employment will be informed by the administrator of the evaluation procedure and instruments.
- B. Areas of Evaluation: Teachers will be evaluated in their major areas of employment.
- C. Conditions of Evaluation: All monitoring or observation of the teacher's activities shall be conducted with the teacher's knowledge.

- D. Open Personnel Files: Teachers have the right, upon request, to review the contents of their personnel file, at a time and place determined by the administration and teacher and to receive a copy of any documents contained therein at their own expense. No additional or duplicate file shall be maintained. An Association representative may be present in this review at the teacher's request.
- E. All informal and formal observations will be completed between October 1 – April 30. In the event of extenuating circumstances, the employee and administration will agree upon an extended amount of time to complete the evaluation.
- F. Evaluation Procedure

1. Informal Observation:

An informal observation may be an unannounced observation of the employee. The informal observation will include observations from the classroom instruction setting and may include observations of other professional duties.

2. Formal Observation:

A formal observation is one that has been scheduled with the teacher. It includes a pre-observation conference, observation, and post-observation conference.

3. Summative Evaluation:

A summative evaluation conference must be scheduled with the teacher after the informal and formal observations have taken place.

4. Evaluation Procedure:

A. Non-Tenured Employees:

a. Informal Observations:

- i. All non-tenured employees will have at least four documented informal observations each year, of which at least two will be from the classroom setting.
- ii. Employee will receive a copy of each completed informal observation within five working days of the observation.

b. Formal Observations:

- i. Employee will have at least one formal observation each semester, which will include a pre-conference, an observation, and a post-observation conference.
- ii. Teacher Formative Feedback form will be used.
- iii. Employee will receive a copy of each completed formal observation within five working days of the observation.

c. Summative Evaluation

- i. Employee will have at least one summary evaluation each year they are formally observed.
- ii. Rubrics from the Montana Educator Performance Appraisal System through OPI will be used. The Proficient and Exemplary columns will be combined into one column titled secure. The administrator will highlight statements that indicate the level of performance by the teacher and/or students.
- iii. This is an end of year check-in with administration utilizing copies of informal and formal observations to discuss growth. Meeting to take place in April or May.

- B. Tenured Employees:
- a. Informal Observations:
    - i. All tenured employees will have at least two documented informal observations each year, of which at least one will be from the classroom setting.
    - ii. Employee will receive a copy of each completed informal observation within five working days of the observation.
  - b. Formal Observations:
    - i. Employee will have at least one formal observation every third year, which will include a pre-conference, an observation, and a post-observation conference.
    - ii. Teacher Formative Feedback form will be used.
    - iii. Employee will receive a copy of each completed formal observation within five working days of the observation.
    - iv. Tenured staff who have received a score of secure in all domains will receive an evaluation once every three years.
    - v. Tenured staff who have received two domains with a score of developing will receive an evaluation every other year.
    - vi. Tenured staff who have received one or more domains with a score of unsatisfactory will receive an evaluation every year.
    - vii. Scores of developing or unsatisfactory may lead to a plan of improvement.
    - viii. If informal observations and/or student achievement data documented prior to December 10 indicate a need for a more formal evaluation process, a teacher may be returned to a formal evaluation schedule in January of that school year.
  - c. Summative Evaluative
    - i. Employee will have at least one summary evaluation for each required evaluation cycle based on the above (B.b.iv-vii).
    - ii. Rubrics from the Montana Educator Performance Appraisal System through OPI will be used. The Proficient and Exemplary columns will be combined into one column titled secure. The administrator will highlight statements that indicate the level of performance by the teacher and/or students.
    - iii. This is an end of year check-in with administration utilizing copies of informal and formal observations to discuss growth. Meeting to take place in April or May.

## **11. Teacher Assignments**

- A. Consistent with the regulations of the State Board of Education, the requirements of Accreditation of the State of Montana, and with consideration given to the teacher's teaching preference. Teaching personnel shall be assigned positions within their teaching fields.
- B. When changes of assignment or transfers within the District are deemed necessary by the administration for the most effective instruction of students, administration will seek a volunteer to transfer. In the event the position remains unfilled after being posted for 10 days, the administration can transfer a teacher involuntarily. If the transfer is involuntary, the following requirements must be met: administration will seek the cooperation of all parties involved. Reasons for the transfer shall be proven to be a reasonable request. Informal and formal evaluations will be used to show that the teacher has the skill sets to be an effective teacher in the new role. Finally, justification will be explained in writing and in person prior to the proposed transfer. Seniority will be considered.
- C. Vacancies shall be posted within fifteen (15) days of the date the vacancy occurs. Vacancies shall be posted in house and out of district concurrently. Consideration shall be given to personnel within the District #29



school system depending on individual qualifications and the specific needs of the district. Vacancies occurring during the summer will be advertised to teachers via district email and telephone alert system.

## **12. Layoffs/Reduction in Force**

- A. Teachers may be laid off only if, in the judgment of the school board, there is a demonstrable need to reduce staff.
- B. In the event that the Board anticipates a layoff of teachers, such notice will be given in writing and include the proposed time schedule and the reasons for the proposed action. The Association, if it so desires, can submit a list of suggestions to be considered by the Board in finalizing said layoffs. Any teacher who is to be laid off will be so notified in writing by the Board at the earliest possible date prior to May 1.
- C. Necessary staff reductions will be accomplished in accordance with the following sequence.
  - 1. Normal attrition from retirements and resignations, and nonrenewal of non tenured teachers.
  - 2. If reductions are required beyond attrition, tenured teachers shall be laid off in accordance with the following procedure:
    - a. Determination of those to be retained shall be based upon certification qualifications (level of education and teaching experience).
    - b. These factors being substantially equal, seniority shall govern.
- D. If there is a vacancy in a bargaining unit position, laid-off teachers who are certified to perform the work in question will be recalled in reverse order of their lay-off. The Board will send notice of recall by registered mail to the last address given to the Board by a teacher. The teacher in question will notify the Board of his or her intentions within two weeks. If the teacher accepts the position offered, he or she must be ready to report for duty by the first day of school.

A teacher who is laid off will remain on the recall list for three (3) years after effective date of layoff unless the teacher:

  - 1. Waives recall rights in writing.
  - 2. Resigns.
  - 3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position.
  - 4. Fails to report to work in a position that he or she has accepted unless such employee is sick or injured.
- E. All benefits to which teachers were entitled at the time of their layoff, including unused accumulated sick leave and credits toward leave of absence eligibility will be restored to them upon returning to active employment and they will be placed on the proper step of the salary schedule for their current position according to their experience and education.

## **13. Work Load and Condition**

### **A. Work Day:**

- 1. The regular work day for teachers shall be an Eight (8) hour day including lunch period and recesses. Employees will arrive at school a minimum of 15 minutes prior to the start of the student school day, and remain a minimum of 15 minutes after the end of the student school day. All fulltime and A.M. part-time teachers will regularly attend staff meetings. Part-time P.M. teachers are not required to attend A.M. staff meetings but are responsible for the information distributed at the meetings. A maximum of one meeting per week will be scheduled. Should a situation arise that prevents satisfying the above minimums, prior arrangements must be made with the administration.

Teachers may leave at the end of the student day on Fridays and days preceding holidays and other breaks.

2. A teacher who does not have a prep period in the AM portion of the work day will have a ten (10) minute break during that time period except at the Middle School when there is no recess. A teacher who does not have a prep period in the PM portion of the school day will have a ten (10) minute break during that time period, except at the Middle School when there is no recess. Teachers will not be required to supervise recess unless there is a playground emergency that requires their presence, or funding requires reduction in staffing.
3. Each teacher shall be given a minimum of forty-five (45) minutes of preparation time per day. Teachers who are less than 1.0 FTE will receive prep time equal to 45 minutes multiplied by the percent of FTE specified in their contract.

**B. Duty Free Lunch:**

All teachers shall be given a daily duty-free lunch period of thirty (30) minutes or the student lunch period, whichever is greater when aides are employed.

**14. Work Year**

- A. A proposal for a yearly calendar will be constructed by a committee composed of two (2) individuals, one selected by the Association and one by the Superintendent. The draft of any calendar selected by the committee will be submitted to the Board for their consideration no later than their regular April meeting.
- B. The school work year shall consist of 187 days with a minimum of seven (7) Pupil Instruction Related (PIR) Days, and six (6) Curriculum Planning (CP) Days during the duration of this contract. Teachers who are less than 1.0 FTE will be required to attend PIR and CP days equal to the percent of FTE specified in their contract. Building principals will work with each teacher to establish a PIR, CP, and Early Release attendance schedule that accommodates the teacher's schedule and provides the most effective means of professional growth. If that schedule results in an employee working beyond his or her contracted hours, he or she will be compensated at his or her hourly rate of pay.

$$\text{Hourly rate} = \frac{\text{FTE} \times \text{salary}}{187 \times \text{addition hours worked}}$$

- C. Curriculum Planning Days (CP) will be offered six times per fiscal school year. 16 of the 48 hours will be planned by administration and the remaining 32 hours will be directed by staff.
- D. Teachers may be paid for professional development days for which they also obtain University credit. This would include PIR days and days for which they are paid a stipend.
- E. The final calendar adopted by the Board may be modified by the Board in the event of an emergency. If modification of the calendar becomes necessary, the board will meet and confer with Association officials prior to taking final action to change the calendar.

**15. Leave**

- A. Effective Dates of Leave: The full amount of all leaves provided for in this article will be available for use by the teacher from the first required attendance day unless specifically otherwise stated, except that if the teacher's employment status changes during the school year (maternity leave, resignation, or other action resulting in change in employment status) appropriate prorated adjustments will be made in leave benefits.

#### B. Combined Sick Leaves:

1. Teachers will be granted sick leave any time within the 187 contracted days. Each Teacher shall be awarded twelve (12) days annually. These days will be at full salary for personal illness or disability, personal medical appointments, quarantine or communicable disease or maternity-related disability, family death leave, or family illness leave. Sick leave and extended sick leave may, at the discretion of the teacher and her physician, be used for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from. Family sick and family death leave is for immediate family only: Mother, Father, brother, sister, wife, husband, significant other, children and their spouses, grandchildren, grandparents, step-families, or same relations of employee's spouse.
2. Teachers who are less than 1.0 FTE will receive Sick Leave equal to the fulltime allotment multiplied by the percent of FTE specified in their contract. Unused sick leave may accumulate to 165 days. When an employee with 10 or more years consecutive in district service having satisfactorily completed his/her individual teacher contract, terminates employment with the District, that employee is entitled, on or before the next tenth day of September, to cash compensation of 30% of that teacher's daily salary rate for each unused accumulated day of sick leave. If a teacher finishes the school year with more than 165 days they will be paid 30% of their daily salary rate for each additional day they did not use for sick leave. This leave will be paid by the first month of the new fiscal year.
3. Teachers will enter an absence in the absence management system as soon as possible. If a substitute is needed the absence must be either a half or full day. If no substitute is required the absence may be entered in hours.
4. After five days of sick leave absence, certified staff may be required to furnish a doctor's statement of illness.
5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.
6. Teachers shall be given annual written accounts of accumulated sick leave days by the last working day in September.

#### C. Sick Leave Bank:

Each association member may contribute a maximum of five (5) sick leave days to a common bank. The purpose of the bank will be for members who have exhausted their available sick leave. Contributions to the bank will be indicated to the district by each teacher who elects to participate. If the need arises, additional donations may be made after October 15<sup>th</sup>. At the end of the school year, all unused days except twenty will be eliminated.

#### D. Personal Day Leave:

1. Four days personal leave per year will be granted. At the end of the school year employees may choose to be reimbursed \$100.00 for each unused personal day and/or roll unused personal days into accrued sick leave and/or carry over one personal day to the next school year adding it to the contracted number of personal days to a maximum of five days per year. If an employee has accrued 60 sick leave days and does not roll over a personal day from the prior year, one may be earned by exchanging 4 sick days.

2. Teacher requests will be made as far in advance as reasonable. Personal leave must be approved or disapproved by the principal.
3. The District may refuse the use of Personal Leave if the grant would result in any of the following: (1) more than 10% of the employees covered under this contract being absent on such leave in an individual building; (2) if the days fell immediately before holidays and vacations; (3) if the days are during the first and last week of school; (4) if the days are during scheduled district in-service; or, (5) if the days are during parent conference days.

E. Maternity and Paternity Leave:

1. Employees may use up to 60 sick leave days (if the employee has accrued that many days) to care for their newborn infant. Employees who invoke this sick leave provision as maternity leave shall notify the superintendent of their intent to use such leave. The employee shall retain and accrue the benefits of leave, health insurance, tenure etc. as operative under Board policy and mandated by law.
2. The pregnancy or pregnancy-related disability shall be treated as a temporary disability, with all accumulated sick leave privileges being available to the teacher until such time as the female employee is certified by her physician as capable of performing her duties.
3. During the time the female employee is on sick leave related to pregnancy or pregnancy-related disability, said employee shall retain and accrue the benefits of leave, health insurance, tenure, etc. as operative under the Board policy and mandated by law.
4. Maternity leave (without pay) may be requested after the employee has expended her sick leave under the conditions stated above.
5. Pregnancy or childbirth shall not be the basis for termination or compulsory resignation.
6. Leave for maternity/paternity (without pay) may be granted to any regularly employed female certified staff member as guaranteed through the Family and Medical Leave Act.
7. The District may require, at any time during pregnancy, that the employee furnish the District with a written statement from a physician verifying the employee's physical ability to continue her employment.
8. Upon returning to employment, the employee will be credited with experience accumulated in the school system up to the time of the leave, with five months or more credited as one year, and less than five months not to be credited.
9. The District may require of the employee a statement from the employee's doctor verifying that she is ready to commence her teaching duties, before she begins work after the granting of a maternity leave.
10. Parental leave may be requested under the above terms by men or women employees in relation to the birth, adoption, or fostering of a child or children.
11. Any employee intending to request maternity or parenthood leave shall submit the request not less than thirty days prior to the anticipated beginning leave date.

- F. Jury Duty: Any employee called to jury duty will be given full pay. Jury duty pay earned by the employee for any work days missed due to jury duty must be returned to the district.
- G. Salary deduction: For any leave taken by the teacher not provided for in the leave policy of this district, the teacher shall have his or her salary deducted at the rate of 1/187th of the contract salary for each day absence.
- H. Unpaid leave of absence may be granted for the following reasons: illness of long duration, professional study and travel, parental, public office, military, personal, and Association.
- I. Extended absence due to illness: Although extended absences due to illness in excess of the accumulated sick leave will automatically place employee on leave without pay, said employees on leave will be restored to his/her teaching position or to a position of like nature, seniority status and pay. However, leave without pay status will not last more than one year from the date of absence. At the end of the year's absence, the employee will be terminated if they have not returned to work.
- J. Unpaid leave for personal reasons: Teachers shall be allowed to apply for one year unpaid leave of absence for personal reasons, with the following stipulations:
  - 1. Teacher applying for leave shall have taught in the district for at least five years prior to the leave.
  - 2. Teacher retains the right to continue group health insurance with premiums paid in full by the teacher.
  - 3. Teacher, upon returning, shall be reinstated on salary schedule on next step following years of service prior to leave.
  - 4. Application must be made in writing to the board by April 1<sup>st</sup> for leave the following year.
  - 5. Assignment upon return: Upon the teacher's return, if within 12 months, the teacher shall be restored to his or her teaching position of like nature, seniority, and status.

#### **16. Non Teaching Duties, Job Jurisdiction**

- A. Mileage Allowance: Teachers required in the course of their work to drive personal automobiles shall receive a car allowance equal to that allowed by the IRS. Vouchers must be submitted by the end of the month in which the mileage occurs.
- B. Instructional aides: When the Superintendent designates the instructional aides to help a teacher, the teacher shall have the responsibility of laying out duties of the instructional aides.

#### **17. Negotiation Procedure**

The Board and Association agree to conduct their negotiations in accordance with the Laws of Montana, Title 39 Labor, Chapter 31, Collective Bargaining for Public Employees and such ground rules as established through their respective representatives.

- A. Each negotiating team shall appoint a chairperson.
- B. At the first negotiating meeting between the parties each team shall present a list of items for negotiation. No additions unless agreed to by both parties shall be made to either list after the first meeting.
- C. Negotiation meeting dates and times shall be scheduled at the first meeting. Meetings shall last no more than two (2) hours, unless it is mutually agreed to extend or shorten the time limits.

- D. No tape recorders shall be allowed at any negotiating session.
- E. Only members of respective negotiating teams shall be permitted to participate in the negotiating sessions.
- F. Any items tentatively agreed upon by both parties shall be signed and dated by both Chairpersons. Such items shall not receive further discussion except by mutual agreement of both parties.
- G. In recognition of the legal requirements for good faith bargaining, both negotiating teams shall have the authority to reach tentative agreements during negotiating sessions.

## **18. Salaries and Other Benefits**

A salary scale, insurance plan, and other negotiated fringe benefits for all teachers employed by the Board are covered by this Agreement.

- A. All teachers hired will be required to be placed on salary schedule A.
- B. New employees with five (5) or more years of outside teaching experience in any school district in the State of Montana or other teaching experience in a school district accredited by a recognized accreditation agency will be placed on the Salary Schedule at a minimum of 5 years experience (E5) and up to 8 years experience (E8) at the discretion of the Superintendent. Five (5) years of experience will start at (E5), four years of experience will start at (E4), etc.
- C. Teachers may elect to receive their annual salaries in ten (10) or twelve (12) month installments. For those electing twelve (12) month installments the tenth (10th) payment will include the last two as well.
- D. Health Insurance: For the 2024-25 school year, the District will pay up to \$9,758.40 toward the employee's health insurance. Part-time teachers share will be pro-rated. A \$1,000 and a \$3,200 deductible plan will be offered. If an employee chooses the \$3,200 deductible, the district will contribute the difference in premium amount between the employer paid \$1,000 single premium and the \$3,200 premium into an employee established Health Savings Account. For 2025-26 the District agrees to cover any premium increase up to 5%. The employee will cover any additional increase for 5.1% to 10%. Any increases above 10% will be shared equally between the District and the employee.

All insurance program carrier(s) or trust(s) shall be mutually selected by SEA, Somers Classified and Somers School District, after program specifications have been agreed to through the negotiation process.

The District will provide a \$15,000.00 life insurance policy for each certified employee.

The School District's only obligation under this article is to purchase insurance policies or trusts and pay such premiums as agreed to herein and no claim shall be made against the School District as a result of the denial of the insurance benefits or failure to provide coverage. A teacher is eligible for the School District's contributions as provided in this article as long as the teacher is employed by the School District. Upon voluntary or involuntary termination during the school year, all School District participation and contributions shall cease effective immediately upon termination. Employees new to the district and those leaving the district at the end of the contract year will have insurance coverage begin on September 1 and end August 31 respectively.

- E. Coaches will be paid in the month of the last competition. Athletic Coordinator stipend will be split into two equal payments with one paid in the month of December and one paid in the month of May. The

athletic stipends will be with a check separate from the monthly payroll check. Teachers who coach will receive a \$50.00 increase in their coaching stipend for each year that they remain in their coaching position.

- F. An employee with a Master's Degree will receive a bonus of \$1700.00 for the 2024-25 school year, and \$1800.00 for 2025-26.
- G. Persons retiring with 20 or more years in the Montana Teachers Retirement System will be entitled to the bonus listed on their salary schedule. Bonus will be paid by July 15 of the fiscal year after retirement. From time to time, the Board may exceed these amounts at its discretion.
- H. A career increment of \$1,500.00 will be given to those teachers remaining on salary Schedule B when member reaches the maximum number of years in the 90 column and there is no increase on the base salary.
- I. Authorized district committee work or tutoring conducted outside the regular school day and year will be compensated with a stipend of \$20 per hour, not to exceed \$100 per day. When these activities are conducted as part of a competitive grant, the stipend may exceed \$100 or \$20 based upon available funds.
- J. Certified staff members on personal prep time or other duty-free time will be compensated at a rate of \$20 per hour if they substitute for other certified staff members, when a class is added to their current teaching assignment, or other duties are assigned by administration. This mutually agreed upon arrangement must be initiated and approved by the building principal or his/her designee.
- K. Certified staff members who take in students from another class for a half day or full day when a substitute is not available will split the sub pay among themselves.
- L. Mentoring Program: Teachers serving as the Mentors in the District Mentoring Program will earn a stipend of \$1,000 upon completion of the program's guidelines, according to the Mentoring Handbook. Mentors and mentees will be paid \$100 to meet for one day prior to the beginning of the school year.
- M. An employee with a National Board Certification will receive a bonus of 5% of the base salary.

## **19. Employment of Retired Teachers**

Regarding employment of retired teachers to work as teachers in the District:

- A. Application: Any teacher who retires from active service and is employed thereafter by the Board will not replace or supplant a teacher position from the previous or current year.
- B. Salary: Any retired teacher employed by the district for up to 0.3 FTE or more, shall be paid an amount not to exceed the greater amount of:
  - 1. One-third (1/3) of the salary on the schedule where they are placed. A retired teacher who worked the previous year in the Somers School District will be paid in accordance with his/her last placement on the salary schedule plus any normal annual salary increased granted teaching personnel in the district for which they would have normally been eligible. A retired teacher new to the district will be placed at E5, or
  - 2. An amount equal to the highest amount that would not reduce his/her retirement pay, provided that in doing so he/she is not placed on the salary schedule beyond the point for which he/she is qualified.

- C. TRS Membership: It is required that members working in a position eligible for membership under TRS be reported to the Teacher's Retirement System for the purpose of tracking earning after retirement. The district shall be responsible for reporting these earnings to TRS.

## **20. Credits for Placement on the Salary Schedule**

- A. Credits to be considered for movement on the salary schedule must be approved in advance and applicable as determined by a committee of one (1) teacher appointed from each building by the Association and one (1) administrator appointed by the board. This committee will make recommendations to the Board of Trustees. In addition, the District must receive notification of a teacher's intention to move on the schedule not later than March 1 of the school year preceding the planned move.

The application for credit advancement will be available on the District webpage. The credit committee will make a decision within one week.

- B. Individual contracts will be modified to reflect qualified educational column changes once each year, effective at the beginning of the school year, provided a transcript of qualified credits is submitted to the Superintendent's office no later than October 15 of each year. If a transcript is not available by October 15, other satisfactory evidence of successful completion of the course(s) will be accepted pending receipt of the official transcript. However any pay adjustments may not be made until the official transcript is received.
- C. Criteria for Approval of Credits
1. Timelines must be met.
  2. All courses should be applicable to education and cleared by the Committee for credit. All credits will be stated in quarter credit terms.
  3. If course credit has been paid for by the District, credits will not be considered for movement on the salary schedule.
  4. Credits earned before actually receiving full certification status from OPI are not to be considered for movement on the salary schedule. The administration may petition the credit committee to determine if any credits taken prior to full certification status from OPI may be considered for placement on the salary schedule. The credit committee must determine if the credits are applicable to the employee's assignment. For any position requiring a master's degree the credits earned for that degree may be used for placement on the salary schedule.
  5. On requests about which the committee has doubts, the petitioning teacher will be asked by the committee to explain and/or define the request. Any staff member may petition to the committee for a special hearing for advanced approval, approval of unusual request, or reconsideration.
  6. A one-time career option to advance one experience step and 2 lane advancements in a single year will be allowed
  7. Credits for placement on the salary schedule in the 60, 75, and 90 areas must be graduate level courses of level 400 or above with the exception of nine credits in the undergraduate area with prior approval of the credit committee.
  8. At levels 60, 75, and 90, a teacher can petition the Credit Committee for prior approval of courses which have merit beyond the course number.



**21. 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.

**22. Curriculum Committee**

Prior to adopting changes in textbooks, curriculum, or instruction, the administration and the Board may solicit and consider recommendations from the curricular committees, faculty members, and administrators directly involved with the reasons and process of the proposed change. The district will provide substitutes and paid release time for teachers serving on the curriculum committees.

**23. Individual Contracts**

All individual teacher contracts shall be subject to and consistent with Montana State Law and the terms and conditions of this Agreement. If any differences exist between individual teacher contracts and this negotiations agreement, this agreement shall be controlling.

**24. Resignation Penalty**

If a teacher resigns within 30 days prior to the start of the school year the teacher will be assessed a \$600 penalty. The Board may waive the penalty in the event extenuating circumstances exist for the teacher. Waiver does not constitute practice or precedent under this section.

2024-2025 Schedule A

	BA	30	60	90
E0	\$40,000.00	\$41,433.32	\$43,871.53	\$46,308.58
E1	\$40,000.00	\$41,433.32	\$43,871.53	\$46,308.58
E3	\$41,433.32	\$43,871.53	\$46,308.58	\$48,745.63
E5	\$43,871.53	\$46,308.58	\$48,745.63	\$51,182.68
E7	\$46,308.58	\$48,745.63	\$51,182.68	\$53,572.17
E9	\$48,745.63	\$51,182.68	\$53,619.72	\$56,057.93
E11		\$53,619.72	\$56,057.93	\$58,494.98
E13		\$56,057.93	\$58,494.98	\$60,932.03
E15		\$58,494.98	\$60,932.03	\$63,369.08
E17		\$60,932.03	\$63,369.08	\$65,806.13
E19		\$63,369.08	\$65,806.13	\$68,244.34
E21			\$68,244.34	\$70,681.38
E23			\$70,681.38	\$73,118.43
E25			\$73,118.43	\$75,555.48
E27				\$77,992.54
E29				\$80,430.75

\$3,000.00 retiring with 25 years in District #29

\$4,000.00 retiring with 26 years in District #29

\$5,000.00 retiring with 27 years in District #29

\$6,000.00 retiring with 28 years in District #29

\$7,000.00 retiring with 29 years in District #29

\$7,500.00 retiring with 30 or more years in District #292025-2026

COACHES SALARIES:

HEAD FOOTBALL	\$1,600.00
ASSISTANT FOOTBALL	\$800.00
BASKETBALL	\$1,600.00
HEAD TRACK COACH	\$1,600.00
ASSISTANT TRACK	\$1,400.00
TRACK EVENTS COACH	\$800.00
FALL CROSS COUNTRY	\$800.00
SPRING CROSS COUNTRY	\$600.00
VOLLEYBALL	\$1,600.00
HEAD DRAMA	\$1,600.00
ASSISTANT DRAMA	\$1,200.00
ATHLETIC DIRECTOR	\$3,000.00

Coaches will be paid in the month when the activity ends with a check separate from the monthly payroll check.

2025-2026 Schedule A (New)

	BA	30	60	90
E0	\$42,000.00	\$43,476.32	\$45,987.67	\$48,497.83
E1	\$42,000.00	\$43,476.32	\$45,987.67	\$48,497.83
E3	\$43,476.32	\$45,987.67	\$48,497.83	\$51,007.99
E5	\$45,987.67	\$48,497.83	\$51,007.99	\$53,518.16
E7	\$48,497.83	\$51,007.99	\$53,518.16	\$55,979.33
E9	\$51,007.99	\$53,518.16	\$56,028.32	\$58,539.67
E11		\$56,028.32	\$58,539.67	\$61,049.83
E13		\$58,539.67	\$61,049.83	\$63,559.99
E15		\$61,049.83	\$63,559.99	\$66,070.15
E17		\$63,559.99	\$66,070.15	\$68,580.31
E19			\$68,580.31	\$71,091.67
E21			\$71,091.67	\$73,601.83
E23			\$73,601.83	\$76,111.99
E25				\$78,622.15
E27				\$81,132.32
E29				\$83,643.67

\$3,000.00 retiring with 25 years in District #29

\$4,000.00 retiring with 26 years in District #29

\$5,000.00 retiring with 27 years in District #29

\$6,000.00 retiring with 28 years in District #29

\$7,000.00 retiring with 29 years in District #29

\$7,500.00 retiring with 30 or more years in District #29

COACHES STIPENDS:

HEAD FOOTBALL	\$1,600.00
ASSISTANT FOOTBALL	\$800.00
BASKETBALL	\$1,600.00
HEAD TRACK COACH	\$1,600.00
ASSISTANT TRACK	\$1,400.00
TRACK EVENTS COACH	\$800.00
FALL CROSS COUNTRY	\$800.00
SPRING CROSS COUNTRY	\$600.00
VOLLEYBALL	\$1,600.00
HEAD DRAMA	\$1,600.00
ASSISTANT DRAMA	\$1,200.00
ATHLETIC DIRECTOR	\$3,000.00

Coaches will be paid in the month when the activity ends with a check separate from the monthly payroll check.

2024-2025 Schedule B

	BA	15	30	45	60	75	90
E0	\$32,390.37	\$33,491.15	\$34,625.58	\$35,725.22	\$36,859.65	\$37,961.60	\$39,062.39
E1	\$33,684.87	\$34,916.73	\$36,147.44	\$37,379.31	\$38,610.00	\$39,839.56	\$41,037.78
E2	\$34,980.52	\$36,341.15	\$37,669.28	\$39,029.91	\$40,358.05	\$41,717.51	\$43,013.17
E3	\$36,276.19	\$37,766.71	\$39,192.30	\$40,682.83	\$42,107.25	\$43,596.62	\$44,989.71
E4	\$37,573.02	\$39,192.30	\$40,712.99	\$42,333.44	\$43,856.44	\$45,475.73	\$46,966.27
E5	\$38,867.51	\$40,616.72	\$42,237.17	\$43,986.36	\$45,606.81	\$47,353.69	\$48,940.50
E6	\$40,163.17	\$42,042.30	\$43,759.01	\$45,638.13	\$47,353.69	\$49,232.80	\$50,917.04
E7	\$41,461.16	\$43,467.86	\$45,280.86	\$47,291.05	\$49,104.05	\$51,110.76	\$52,893.60
E8	\$42,755.66	\$44,892.28	\$46,803.88	\$48,940.50	\$50,850.94	\$52,989.87	\$54,868.99
E9	\$44,051.32	\$46,317.86	\$48,326.89	\$50,593.43	\$52,602.45	\$54,868.99	\$56,844.38
E10	\$45,346.99	\$47,742.26	\$49,848.73	\$52,245.19	\$54,350.49	\$56,748.10	\$58,089.00
E11			\$51,370.58	\$53,898.12	\$56,099.69	\$57,424.30	\$60,795.15
E12			\$52,893.60	\$55,548.72	\$57,847.74	\$60,505.16	\$62,772.87
E13			\$54,414.28	\$57,200.48	\$59,598.09	\$62,383.12	\$64,747.10
E14			\$55,938.46	\$58,853.41	\$61,346.12	\$64,261.08	\$66,722.49
E15			\$57,460.31	\$60,505.16	\$63,096.49	\$66,140.19	\$68,697.87
E16					\$64,846.85	\$68,019.32	\$70,690.68
E17					\$66,594.89	\$69,897.26	\$72,741.45

\$3,000.00 retiring with 25 years in District #29

\$4,000.00 retiring with 26 years in District #29

\$5,000.00 retiring with 27 years in District #29

\$6,000.00 retiring with 28 years in District #29

\$7,000.00 retiring with 29 years in District #29

\$7,500.00 retiring with 30 or more years in District #29

COACHES SALARIES:

HEAD FOOTBALL	\$1,600.00
ASSISTANT FOOTBALL	\$800.00
BASKETBALL	\$1,600.00
HEAD TRACK COACH	\$1,600.00
ASSISTANT TRACK	\$1,400.00
TRACK EVENTS COACH	\$800.00
FALL CROSS COUNTRY	\$800.00
SPRING CROSS COUNTRY	\$600.00
VOLLEYBALL	\$1,600.00
HEAD DRAMA	\$1,600.00
ASSISTANT DRAMA	\$1,200.00
ATHLETIC DIRECTOR	\$3,000.00

Coaches will be paid in the month when the activity ends with a check separate from the monthly payroll check.

2025-2026 Schedule B (New)

	BA	15	30	45	60	75	90
E0	\$34,162.08	\$35,295.89	\$36,464.35	\$37,596.98	\$38,765.44	\$39,900.45	\$41,034.26
E1	\$35,495.42	\$36,764.23	\$38,031.87	\$39,300.68	\$40,568.30	\$41,834.74	\$43,068.91
E2	\$36,829.94	\$38,231.38	\$39,599.36	\$41,000.81	\$42,368.80	\$43,769.04	\$45,103.56
E3	\$38,164.47	\$39,699.72	\$41,168.07	\$42,703.31	\$44,170.46	\$45,704.51	\$47,139.40
E4	\$39,500.21	\$41,168.07	\$42,734.38	\$44,403.45	\$45,972.13	\$47,640.00	\$49,175.26
E5	\$40,833.53	\$42,635.22	\$44,304.28	\$46,105.95	\$47,775.01	\$49,574.30	\$51,208.71
E6	\$42,168.07	\$44,103.57	\$45,871.78	\$47,807.28	\$49,574.30	\$51,509.79	\$53,244.56
E7	\$43,505.00	\$45,571.90	\$47,439.28	\$49,509.78	\$51,377.17	\$53,444.08	\$55,280.41
E8	\$44,838.33	\$47,039.05	\$49,007.99	\$51,208.71	\$53,176.46	\$55,379.57	\$57,315.06
E9	\$46,172.86	\$48,507.39	\$50,576.70	\$52,911.23	\$54,980.53	\$57,315.06	\$59,349.71
E10	\$47,507.40	\$49,974.53	\$52,144.19	\$54,612.54	\$56,781.00	\$59,250.55	\$60,631.67
E11			\$53,711.70	\$56,315.06	\$58,582.68	\$59,947.03	\$63,419.01
E12			\$55,280.41	\$58,015.18	\$60,383.17	\$63,120.32	\$65,456.05
E13			\$56,846.71	\$59,716.50	\$62,186.03	\$65,054.61	\$67,489.51
E14			\$58,416.61	\$61,419.02	\$63,986.51	\$66,988.91	\$69,524.16
E15			\$59,984.12	\$63,120.32	\$65,789.39	\$68,924.40	\$71,558.81
E16					\$67,592.26	\$70,859.90	\$73,611.40
E17					\$69,392.74	\$72,794.18	\$75,723.69

\$3,000.00 retiring with 25 years in District #29  
 \$4,000.00 retiring with 26 years in District #29  
 \$5,000.00 retiring with 27 years in District #29  
 \$6,000.00 retiring with 28 years in District #29  
 \$7,000.00 retiring with 29 years in District #29  
 \$7,500.00 retiring with 30 or more years in District #29

COACHES STIPENDS:

HEAD FOOTBALL	\$1,600.00
ASSISTANT FOOTBALL	\$800.00
BASKETBALL	\$1,600.00
HEAD TRACK COACH	\$1,600.00
ASSISTANT TRACK	\$1,400.00
TRACK EVENTS COACH	\$800.00
FALL CROSS COUNTRY	\$800.00
SPRING CROSS COUNTRY	\$600.00
VOLLEYBALL	\$1,600.00
HEAD DRAMA	\$1,600.00
ASSISTANT DRAMA	\$1,200.00
ATHLETIC DIRECTOR	\$3,000.00

Coaches will be paid in the month when the activity ends with a check separate from the monthly payroll check.....

IN WITNESS THEREOF, the Chairperson and the Secretary for 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 affirmed the seal of the Board and the President and Secretary of the Association, by authority in them vested 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  
DISTRICT NO. 29 SOMERS, MT

BY \_\_\_\_\_  
Chairman

DATE \_\_\_\_\_

SEAL

ATTEST:

BY \_\_\_\_\_  
Clerk

DATE \_\_\_\_\_

SOMERS EDUCATION ASSOCIATION

BY \_\_\_\_\_  
President

DATE \_\_\_\_\_

ATTEST:

BY \_\_\_\_\_  
Secretary

DATE \_\_\_\_\_

## **Appendix A: Sick Leave Bank**

### **Sick Leave Bank**

The number of days donated by each member is to be turned into the Clerk by October 15<sup>th</sup>. Each member may donate from one (1) to five (5). The following guidelines have been established by the S.E.A.:

Any member not donating to the bank by October 15<sup>th</sup> may not draw from it, unless it is their first or second year in the district. Participation is not mandatory.

A member's own sick leave and personal days must be used up before drawing from the bank.

Sick leave bank not to be used for member's maternity leave or for illness of someone other than a member, with the exception of member's minor children. Sick leave bank may be used for bereavement leave for up to 5 days per event.

Withdrawal from the bank is subject to approval and conditions of the SEA. The association will evaluate the bank's use at the end of each year and make non-contractual changes as seen fit.

If the need arises, additional donations may be made after October 15<sup>th</sup>.

TEACHERS NAME \_\_\_\_\_

DATE \_\_\_\_\_

NUMBER OF DAYS I WISH TO DONATE TO THE SICK LEAVE BANK \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## INTENT TO FILE GRIEVANCE

This is an official notification of the intent to file a grievance (Master Agreement Section 9. Grievance Procedure: B, Step 1). "Within thirty (30) days of the incident giving rise to the grievance, the grievant shall inform the grievance committee of the Association of the intent to file a grievance and obtain from the committee a letter of intent to grieve."

Teacher filing the grievance: \_\_\_\_\_

Date of grievance committee notification by teacher: \_\_\_\_\_

Date received by Superintendent: \_\_/\_\_/\_\_

Superintendent Signature: \_\_\_\_\_

Grievance Committee Member Signature: \_\_\_\_\_

Date of incident giving rise to the grievance: \_\_/\_\_/\_\_

Description of the incident:

Section and sub-section of the Master Agreement alleged to have been violated: