

# Master Agreement 2023-2025

*Madison Valley Education Association  
and  
Ennis School District #52*

## INDEX

<b>AGREEMENT WITNESSETH</b>	<b>Page</b> 1
<b>ARTICLES</b>	
<b>I. <u>RECOGNITION</u></b>	2
1.1 Association Recognition	
1.2 Teacher Definition	
<b>II. <u>ASSOCIATION AND TEACHER RIGHTS</u></b>	3
2.1 State and Federal Rights	
2.2 Good Cause	
2.3 Availability of Information	
2.4 No Strike Clause	
2.5 Delegate Assembly	
<b>III. <u>RIGHTS OF THE BOARD</u></b>	4
3.1 Legal Authority and Responsibility	
<b>IV. <u>NEGOTIATIONS PROCEDURE</u></b>	5
4.1 Beginning Date	
<b>V. <u>GRIEVANCE PROCEDURE</u></b>	6-9
5.1 Definitions	
5.2 Rights to Representation	
5.3 Individual Rights	
5.4 Procedure	
5.5 Exception to Time Limits	
5.6 No Reprisals	
5.7 Cooperation of Board and Administration and Association	
5.8 Released Time	
5.9 Personnel Files	
5.10 Grievance Forms	
5.11 Sunset	
<b>VI. <u>PROFESSIONAL GROWTH</u></b>	10
6.1 Sixty Units each 5-years period	
6.2 Mentor Program	
<b>VII. <u>WORKLOAD AND PREPARATION PERIODS</u></b>	11
7.1 Normal Work Loads	
7.2 Duty Day	
7.3 Duty Year	
<b>VIII. <u>LEAVES</u></b>	12-14
8.1 Flex Leave	

8.2	Bereavement Leave	
8.3	Professional Leave	
8.4	Personal Leave	
8.5	Maternity and Parental Leave	
8.6	Leave for Civic Duties	
8.7	Sabbatical Leave	
8.8	Other Absences	
8.9	Directed PIR Leave	
<b>IX.</b>	<b><u>FRINGE BENEFITS</u></b>	15-16
9.1	Health Insurance	
9.2	Life Insurance	
9.3	Resignation or Discharge	
9.4	Part-Time Contract Insurance	
9.5	Claims Against the School District	
9.6	Retirement	
9.7	Flex Plan	
9.8	Unused Flex Leave Reimbursement	
<b>X.</b>	<b><u>ABOVE SCHEDULE ALLOWANCES FOR EXTRA DUTIES</u></b>	17
10.1	Allowances set forth in Appendix D	
10.2	Teachers assigned to dances and pep buses	
10.3	Teachers assigned to ticket taking and selling	
<b>XI.</b>	<b><u>PROFESSIONAL COMPENSATION</u></b>	18-20
11.1	Salary Schedule	
11.2	Salary structure and explanation of salary determination and compression step	
11.3	Longevity Payment	
11.4	Recognition for Experience	
11.5	Payment for 12, 11 and 10 months	
11.6	Monthly Pay Period	
11.7	Recognition for Addition Preparation	
11.8	Salary Schedule Placement	
11.9	Part-Time Salary	
<b>XII.</b>	<b><u>INDIVIDUAL AND ACTIVITY CONTRACT OF EMPLOYMENT</u></b>	21
12.1	Adopted Form for Individual Teacher's Contract	
<b>XIII.</b>	<b><u>STUDENT TEACHER PROGRAM</u></b>	22
13.1	Supervising Teacher	
13.2	Number of Student Teachers	
13.3	Monies	

<b>XIV.</b>	<b>PROFESSIONAL DUES AND FEES: PAYROLL DEDUCTIONS</b>	23-24
14.1	Dues Deduction Authorized	
14.2	Professional Representation Fee	
14.3	Notification and Transmittal of Monies	
<b>XV.</b>	<b><u>FEES FOR WORKSHOPS, SEMINARS, CONFERENCES, IN SERVICE TRAINING</u></b>	25
15.1	Fees	
<b>XVI.</b>	<b><u>EFFECT OF AGREEMENT</u></b>	26-27
16.1-16.5	Effect of Agreement	
<b>XVII.</b>	<b><u>REDUCTION IN FORCE</u></b>	28-30
17.1	Procedure	
17.2	Definition	
17.3	Seniority	
17.4	Seniority List	
17.5	Voluntary Layoff	
17.6	Order of Layoff	
17.7	Recall	
17.8	Effect	
<b>XVIII.</b>	<b><u>EARLY RELEASE OF CONTRACT</u></b>	31
<b>XIX.</b>	<b><u>DURATION OF AGREEMENT</u></b>	32
20.1	Effective Date	
20.2	Signed	

## **APPENDIX**

- A. Individual Teacher's Contract
- B. Teacher Salary Schedule
- C. Teacher Salary Index
- D. Above Schedule Allowances for Extra Duties
- E. Activity Contract
- F. Maternity Leave-Unlawful Acts of Employers
- G. Grievance Procedure Form

## **AGREEMENT**

This agreement will become effective the 1st day of July 1, 2023 by and between the Board of Trustees, School District Number 52, Ennis, Montana, hereinafter called the "Board" and the Madison Valley Education Association of the Montana Education Association-Montana Federation of Teachers, hereinafter called the "Association".

## **WITNESSETH**

**Whereas**, the Board and the Association recognize and declare that providing a quality education for the children of School District Number 52 is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teacher service, and

**Whereas**, the Board has an obligation pursuant to Title 39, known as the "Montana Public Employees Collective Bargaining Law" to negotiate with the Association as the representative of certificated personnel with respect to terms and conditions of professional service, and

**Whereas**, the parties have reached certain understanding which they desire to confirm in the Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**  
**RECOGNITION**

- 1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining concerning the terms and conditions of professional service for all personnel certificated in Class 1, 2, 4, 5, or 8(life), and whose position requires such certification pursuant to Section 20-4-106 MCA. (effective 7-1-99)
- 1.2 Unless otherwise indicated, the term "Teacher", when used hereinafter in this Agreement shall refer to all professional employees certificated in Class 1, 2, 4, 5, or 8 (life), as provided in Section 40-4-106.

## ARTICLE II

### ASSOCIATION AND TEACHER RIGHTS

#### POLICY

- 2.1 Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he or she may have under Montana School Laws and Regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 2.2 No tenured teacher shall be discharged without good cause. Any such action asserted by the Board or any agent or representative thereof, may be subjected to the grievance procedure. (effective 7-1-97)
- 2.3 The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the district.
- 2.4 The local Association agrees not to strike the local school system during the duration of the contract.
- 2.5 The Association shall be credited with two days annually to be used by a member of MVEA to attend Delegate Assembly. (effective 7-1-92)

**ARTICLE III**  
**RIGHTS OF THE BOARD**

- 3.1 Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:
- (1) direct employees;
  - (2) hire, promote, transfer, assign, and retain employees;
  - (3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
  - (4) maintain the efficiency of government operations;
  - (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
  - (6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
  - (7) establish the methods and processes by which work is performed.



## **ARTICLE IV**

### **NEGOTIATIONS PROCEDURE**

The Board and Association agree to negotiate in accordance with Title 39, known as the "Montana Public Employees Collective Bargaining Law", which sets forth the procedures for negotiating between teachers and school boards in Montana Public Schools.

- 4.1 The Board and Association agree to negotiate before the end of the contract year. It is further agreed that the Board and Association will indicate all articles and sections of the Master Agreement to be opened for negotiations at the first negotiation meeting. Other changes and additions may be introduced after the first meeting if both the MVEA and the School Board agree to discuss the additional issues. (effective 7-1-02)

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**Policy**

**5.1     Definitions (effective 7-1-99)**

1. A grievance shall mean all alleged violations, misinterpretations, or misapplication of any provision of this contract.
2. A grievant is a teacher or group of teachers of the Association filing grievance.
3. A party of interest is the person, or group of persons, making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Days shall mean school employment days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to the next level of the procedure.

**5.2     Rights to Representation**

1. The Board shall recognize a PR&R Committee upon its selection by the Association. At least one Association representative shall be present for any meeting, hearing, appeals or other proceeding relating to a grievance which has been formally presented, where the grievant is also required to attend.  
(effective 7-1-02)
2. If, in the judgement of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator, above the building level may be filed by the Association at step II.
3. In matters dealing with a formally filed grievance of Association rights, the grievance shall be initiated at step II.
4. The Association on its own may continue any grievance filed and later dropped by the grievant, provided that the grievance involves the application or interpretation of the Agreement and continues within the time limitations of the initial grievance.

**5.3     Individual Rights**

1. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without intervention of the Association, as long as any

disposition is not inconsistent with the terms of this Agreement.

2. A grievant may be represented at all stages of the grievance procedure by himself or herself, or at his option, by a representative selected by the Association. (effective 7/1/05)

#### 5.4 Procedure

##### STEP I

The parties acknowledge that it is usually most desirable for a teacher and immediately involved supervisor to resolve problems through free and informal communications. Within twenty(20) 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 seven(7) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the grievant and the Association with a written answer to the grievance within seven (7) days after the meeting. Such answer shall include the reasons upon which the decision was based.

##### STEP II

If the grievant or Association is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within seven (7) days after presentation of the grievance or fourteen (14) days after date of filing, whichever is later), then the grievance may be referred to the Superintendent or Superintendent's designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within ten (10) days after receipt of the appeal. The parties shall have the right to include in the presentation such witnesses as they deem necessary to develop facts pertinent of the grievance. Upon conclusion of the hearing, the Superintendent will have seven (7) days to provide the grievant and the Association a written decision, together with the reasons for the decision.

##### STEP III

If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered, the grievance may, within seven (7) school days after the meeting with the superintendent, be submitted to the Board of Trustees. The Board or a subcommittee thereof shall meet with the grievant at their next regular or special Board meeting to hear the grievance. The Board shall respond in writing to the grievance within ten (10) school days from the meeting.

Rev. 7-1-91

#### STEP IV

If the Association is not satisfied with the disposition of the grievance by the community board, or if no disposition has been made within the period above provided, the grievance, only at the option of the association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Board of Trustees written notice of its intention to arbitrate within fourteen (14) days after it has received the grievance board's decision at Step IV. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the disputes.

Within ten (10) days after such written notice of submission to arbitration, the Board of Trustees and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the Board of Personnel Appeals by either party. Within five (5) days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.

#### Selection (effective 7-1-96)

The Arbitrator shall be selected from a list provided as follows:

- a. The Association shall strike one name;
- b. The School District shall strike one name;
- c. The Association shall strike a second name;
- d. The School District shall strike a second name;
- e. The parties shall notify the Board of Personnel Appeals of the remaining name who shall be appointed Arbitrator to hear the grievance.

#### Cost of Arbitration

The cost of the arbitrator shall be shared equally by both parties and each party shall be responsible for its own cost of representation. (effective 7/1/17)

#### 5.5 Exception to Time Limits

When a grievance is submitted on or after June 1, time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

#### 5.6 No Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any teacher because of his or her participation in this grievance procedure.

#### 5.7 Cooperation of Board and Administration and Association

The Board, administration and Association, in its investigation of any grievance, will make available such information as is required for the processing of any grievance.

5.8 Released Time

Should release time for a teacher or association representative be required during the investigation or processing of any grievance, said person shall be released from his/her regular teaching assignments without loss of pay or benefits.

5.9 Personnel Files

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

5.10 Grievance Forms

Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents will be prepared jointly by the superintendent and the Association so as to facilitate operation of the grievance procedure.

5.11 Sunset (7-1-96)

In the event that the statutory requirement to include binding arbitration in this Agreement is repealed, all Binding Arbitration provisions contained in this article shall automatically terminate without any action by either party.

## ARTICLE VI

### PROFESSIONAL GROWTH

#### POLICY

- 6.1 Each teacher, exclusive of those holding life certificates, must earn 60 units (OPI Certification Standards) during each 5-year period to be eligible for continued vertical advancement on the salary schedule.  
qtr credit = 10 units, sem credit = 15 units (effective 7-1-93)
- 6.2 Mentoring Program  
The School District has a mentoring program for newly hired teachers. A committee of staff in each building will outline the expectations for the mentoring relationship in the respective building at least two weeks prior to the staff orientation. Committee members will be assigned by MVEA. The teachers who are interested in serving as mentors will notify their building administrator of their willingness to volunteer by the conclusion of each school year. A building administrator may also request that a teacher serve as a mentor. The teacher has to agree to serve as a mentor. The building administrator will assign a mentor to each of the newly hired teachers prior to the staff orientation. Mentors and new hires will report to the building administrator on status of relationship at the conclusion of the evaluation meetings. Reports from mentors and new hires will not be used by the administration for performance evaluation purposes.  
(effective 7-1-19)

## **ARTICLE VII**

### **WORKLOAD AND PREPARATION PERIODS**

#### **POLICY**

- 7.1 All teachers will be scheduled according to the Montana School Accreditation Standards.

It is possible due to increase in students that an occasional class may be over minimum standards in regard to the number of students. Any major deviation above maximum class size shall be discussed with the educator involved and a MVEA representative if he/she desires. It will be resolved by mutual consent. (effective 7/1/05)

- 7.2 The duty day shall begin at 7:40 a.m. and end at 3:50 p.m. Monday through Thursday. During early release days including Fridays, teachers are required to stay at least ten (10) minutes after the dismissal bell. (effective 7/1/23)

- 7.3 The duty year shall consist of up to 187 workdays. (effective 7/1/17)

## ARTICLE VIII

### LEAVES

#### POLICY

##### 8.1 Flex Leave

- A. Fifteen days annually at full salary will be provided each teacher for flex days to be used at their discretion for personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity or illness in the teacher's family.  
Family Defined: employee's spouse/partner, child, parents/guardians, siblings, grandparents, grandchildren, and spouse/partner like relations. The Superintendent may approve use of flex leave granted under this section to care for other relatives and personal friends. If the Superintendent denies a request use of leave for other relatives or personal friends, the teacher may appeal the decision to the school board. (effective 1-1-92, rev 1-1-93, rev, 7-1-21, rev 7-1-23)
- B. Unused days of leave each year will be allowed to accumulate up to 85 days.
- C. The full amount of leave accumulated, plus the 15 days for the present year will be available for use from the starting date of the contract. Any individual teacher, who, throughout his or her tenure, has banked at least 85 days of flex leave, may choose to be reimbursed for unused days above the banked 85 days at \$100 per day. (effective 7/1/17, rev 7-1-23)
- D. Sick leave may be used to absences due to childbirth.
- E. After five (5) days (consecutive) of absences, a teacher must show a doctor's certificate or obtain prior approval from the Superintendent. (effective 7-1-23)
- F. Sick Leave Bank: Each full-time teacher may participate in the sick leave bank by contributing one to three (1-3) days of sick leave per year to a sick leave bank. Teachers will have the opportunity to contribute at the beginning of each semester. Participating teachers who have exhausted their sick leave and personal days in the year of participation may make withdrawals for extended illness, injury or maternity and paternity leave as determined and approved by the MVEA and the Superintendent from the common sick leave bank provided that there are sufficient days available in the bank. Maternity and paternity leave requests will be considered for the period from the date of birth through six weeks provided the teacher has satisfied the conditions of this paragraph. Use will be restricted by any person to the number of sick leave days allowed for personal accumulation as described in paragraph 8.1(B). Teachers working less than full time will make deposits to and withdrawals from the bank prorated according to time worked. (effective 7/1/19)



8.2 Bereavement Leave

Five days at full salary will be allowed each teacher for each death in the teacher's family. Family defined: Employee's spouse/partner, child, parents/guardians, siblings, grandparents, grandchildren, and spouse/partner like relations. Additional time, if requested by the teacher must be approved by the administration and shall be deducted from the teachers' accumulated sick leave. For other relatives and close, personal friends, the Superintendent may grant up to five days leave at full salary. If the Superintendent denies a request for bereavement leave, the teacher may appeal the decision to the school board (effective 1-1-13, revised 7-1-21)

8.3 Professional Leave

Temporary leave at full salary may be provided each teacher for visitation of other schools, attendance at education conferences, and other such meetings if approved by the Superintendent or designee. (effective 7/1/20)

8.4 Personal Leave

If a teacher exhausts their 15 flex days and they wish to take additional personal days, those days will need to be approved by the Superintendent. Any days taken beyond the 15 flex days will cost the employee their daily rate of pay. (effective 7/1/17, rev 7-1-23)

8.5 Maternity and Parental Leave

- A. The Board shall provide for leave of absence from duty for any teacher who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom or placement of a child for adoption or foster care.
- B. The commencement and return date of maternity or paternity leave shall be mutually determined by the teacher and Superintendent or his/her designee in consultation with the attending physician, taking into consideration the following:
  - a. The continuity of the instructional program for the students, considering such things as logical divisions of the school calendar or the school grading periods.
  - b. The desires of the teacher.
  - c. The specific employment duties of the teacher involved.
  - d. Any other relevant criteria.
- C. Maternity and paternity leave shall be as provided be as governed in accordance with applicable state and federal laws. (revised 7-1-21)

8.6 Leave for Civic Duties

- A. Temporary leave will be provided each teacher for jury duty, court appearance as a witness and for worthy community service as determined by the administration.
- B. Any salary or fee received for civic duties while on temporary leave will be

8.7 Sabbatical Leave

- A. Sabbatical leave of one school year shall be available to a teacher after eight (8) years of service with the local school district.
- B. The granting of such leave shall be the sole discretion of the School Board. Applications for sabbatical leave will be acted on by June 1 except in case of emergency as determined by the School Board. No more than one teacher will be granted a sabbatical leave in any one year.
- C. Such leave may be granted by the School Board for extended illness, civic activities, public office, full time study, research, travel or other reasons deemed appropriate by the School Board.
- D. During the time of the leave, the teacher will not receive a salary from the local School district. This is considered unpaid leave of absence.
- E. The teacher may participate in the school district health and life insurance program if they deposit the complete premium with the Clerk by the 1st of the month.
- F. A teacher on sabbatical leave shall be entitled to return to the same or equivalent position upon their return to the school district unless the position has been abolished due to a reduction in force. (effective 7/1/17)
- G. Teachers will retain any seniority rights and experience credits on salary schedule but not accrue any additional credit while on leave, unless teaching, but limited to five (5) years total experience outside the school district.

8.8 Other Absences

The Superintendent may approve additional absences which shall be reduced from the said teacher's salary on the basis of the cost of a certified substitute. (effective 7-1-91)

8.9 Directed PIR Leave

Two PIR days may be used for a non-college credit workshop or conference held outside of the normal school day. Summer workshops or conferences will be applied to the following school year. Attendance must have prior written approval of the administration. (effective 7-1-93)

If a teacher chooses to use PIR days outside of the normal school day in lieu of scheduled PIR days, the school district will not pay any expenses related to the workshop. Teachers cannot use these PIR days to replace parent-teacher conferences or teacher orientation. (effective 7-1-93)

**ARTICLE IX**  
**FRINGE BENEFITS**

9.1 Health Insurance

- A. Comprehensive major medical insurance program will be provided for each teacher and his dependents. The present policy will be continued until such time as another is mutually agreed upon by both the Board and the MVEA or a bargaining impasse is reached following good faith negotiations. (effective 7/1/17)
- B. Every full- time employee will receive up to \$740 per month toward health insurance. (effective 7-1-20)
- C. In the event that a teacher retires, resigns, is not renewed, or is no longer employed by the district, their insurance coverage will end June 30<sup>th</sup> of the contract year. Summer premiums will not be the responsibility of the district. Employee is eligible for Cobra coverage. (effective 7/1/17)

9.2 Life Insurance

- A. The School District shall provide life insurance in the amount of \$50,000 for each teacher, which shall include a \$100,000 double indemnity feature.
- B. The School District may also provide life insurance for the spouse in the amount of \$2,000 and the dependent children for the amount of \$2,000.
- C. The district will pay up to \$14.41 per month toward life insurance. (effective 7-1-95)

9.3 Resignation or Discharge Insurance Coverage (entire section 7-1-99)

- A. Notification of option to continue coverage shall be made by the district at the time of acceptance of resignation or notification of discharge. This is in accordance with United States Code, Title 29, Chapter 18, Subtitle B, Part 6, Section 1161.
- B. If an employee and the employee's dependents lose insurance coverage because of:
  - 1. Reduction in work hours
  - 2. Resignation
  - 3. Lay-off
  - 4. Discharge other than for gross misconduct.The employee and dependents are allowed to stay on the group coverage for eighteen months with the premium being paid by the employee.

For certain circumstances involving the loss of coverage not outlined in this subsection, those dependent may be allowed to stay on the group policy in accordance with applicable laws and policy provision. The district will notify dependents of eligibility. (revised 7-1-21)

- C. Notification of option to continue insurance coverage shall be made by the Superintendent at the time of acceptance of resignation or notification of discharge.

9.4 Part-Time Contract Insurance

Part-time teachers who are employed on contract will be eligible to participate in all group insurance policies if they are employed by the school district .5 time or more. For example, if employed on a 50% basis, then benefits paid by the district will be 50%. The teacher will then be responsible to pay the remaining 50%.

9.5 Claims Against the School District

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

9.6 Retirement (effective 7-1-17)

At its sole discretion, the school board may offer a retirement incentive to all teachers who choose to retire under TRS and who have been employed by the District for a requisite number of years. All eligible teachers who retire in a given school year will receive a comparable retirement package.

A teacher must notify the superintendent in writing by a date determined by the board if she/he intends to retire under this provision at the end of the present school term.

1. For a person to qualify for the retirement incentive he/she must be eligible to draw retirement from the Montana Teachers Retirement System.
2. A teacher who retires at .5 or other prorated years will draw the retirement at a prorated amount.

A teacher must submit a written withdrawal of notification to the superintendent on or before May 1 if he/she no longer plans to retire.

9.7 Flex Plan (added 7-1-96)

A Comprehensive Flex Plan will be provided as long as this plan is at least revenue neutral to the district and the plan continues to meet all federal and state regulations.

9.8 Unused Flex Leave Reimbursement (effective 7-1-13, rev 7-1-23)

Teachers who have unused flex days may roll them over to the next school year. Once their flex days surpass the 85 banked days, they can be paid out \$100 per day over the 85 days accumulated. Payment will be made by the end of June.

## ARTICLE X

### ABOVE-SCHEDULE ALLOWANCES FOR EXTRA DUTIES

- 10.1 The above-schedule allowances for teachers covered by this Agreement are set forth in Appendix D which is attached to and incorporated in this Agreement. Such schedule shall remain in effect during the designated periods.
- 10.2 Teacher assigned extra-curricular duties such as dance and pep bus chaperones will receive \$47.65 per duty. Pep bus chaperones shall receive an additional \$23.85 for any duty over 8 hours within a 24-hour period.
- 10.3 Ticket Takers and Timekeepers The district will request volunteers from the staff for ticket taking duties within the first two weeks of the school year. If enough volunteers are not available, selection will be made by random drawing method.

Home game ticket takers, timekeepers, and score keepers will be paid \$15 per session for high school contests for the Junior Varsity and Varsity only. (effective 7-1-13)

## ARTICLE XI

### PROFESSIONAL COMPENSATION

#### POLICY

- 11.1 The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- 11.2 The structure of the salary schedule shall be attainment level 4 as set forth in Appendix C.

#### Compression Step:

The base is a negotiated figure to which the index is applied to arrive at the exact salary.

The starting salary is the 0-4 years' experience column, a result of compressing the first four experience steps, thus the salary schedule does not recognize the experience steps 0, 1, 2 and 3. (effective 7-1-02)

After the first year in the district, the teacher will be issued a \$500 bonus during the first week of the teacher's second school year of employment. This payment will be made for four years until the employee reaches step 5. This payment will be available the first day of school. (effective 7-1-20)

1. Salary Package figures for current year are stated in Appendix B.

- 11.3 Teachers shall receive an annual longevity payment of \$200 commencing the year after reaching the maximum of their experience column in Appendix C. This shall continue for 10 years as indicated in Appendix B (wording changed 7-1-02)
- 11.4 All new teachers shall be given full credit on the salary schedule set forth in Appendix B for up to fifteen years of verified teaching experience in any school district in the State of Montana or other teaching experience in a school district accredited by the recognizing accrediting agency. This may include international and private schools that are accredited and taught by the certified teacher. (effective 7-1-23)
- 11.5 For personnel employed for 12, 11 or 10 months, this schedule is to be increased by the factor of 12/9ths for 12 months, 11/9ths for 11 months and 10/9ths for 10 months. This increase is to be in all items.
- 11.6 A. Each teacher may elect to receive his contract salary in 10 or 12 payments by notification to the school clerk by the 1st day of September.

- B. Payroll checks shall be issued on the 15th of each month. If the 15th of the month is a holiday or non-working day, said payroll shall be issued the last working day preceding said holiday or day off. The final payment (number 10 or 10-11-12) will be made after completion of work during the June payroll schedule. The first paycheck shall be issued in September. (effective 7-1-20)
- C. It is expressly understood and agreed by and between the parties of this contract that said Board of Trustees of the School District will, in the event of death, pay to the designated beneficiary the amount of salary earned by the deceased teacher. The death certificate must be signed and clipped to the contract filed in the Superintendent's office. It is the teacher's responsibility to ensure that an updated beneficiary form is on file in the clerk's office.

#### 11.7 Recognition for Additional Preparation

- A. One semester hour is equal to 1.5 quarter hours of credit. (effective 7-1-95, rev 7-1-23)
- B. In moving from one preparation column to another, a teacher will move to the next column and down to the appropriate year of experience (i.e. a teacher with a BA+1 quarter or BA+15 credits will, upon obtaining an additional quarter of preparation, move to the BA+2 quarters or BA+30 credits column at his appropriate year of experience.

Beginning with the 1992-1993 year a one-half (BA+60) step will be added between BA+45 and Masters with two conditions: 1) Credits must be pre-approved and 2) credits earned for this step to start June, 1991. (effective 7-1-91)

Teachers who intend to acquire additional credits which will advance their position on the salary schedule are required to notify the School District in writing no later than February 1. The school district will provide general notice of this deadline to teachers by December 15<sup>th</sup> of the year prior to February 1 deadline. (effective 7-1-99 and rev 7-1-21)

Proof of credit for additional preparation is sufficient to advance the teacher's preparation status. This shall be submitted to the Office of the Superintendent no later than September 1. An official transcript of credits shall be requested for proper placement on the salary schedule. (effective 7-1-99)

- C. For the initial placement of a new teacher on the salary schedule, all credits earned after the teacher's certificate was issued and all credits in the teacher's area of employment shall be counted.

#### 11.8 Salary Schedule Placement

One year of teaching experience is defined as a minimum of 80% of the calendar year in the Ennis school system. Contracted teachers who are employed less than full time with School District No. 52 will be credited on a prorated basis for years of service. Example: a half time employed teacher will receive one half a year of experience with the Ennis School after successfully completing a year with the district. (added 7-1-97, rev 7-1-23)

#### 11.9 Part-time Salary

Contract teachers who are employed less than full time will be compensated for the performance of basic duties according to the basic salary schedule, prorated on the basis of the amount of their employment. Salary will be determined by multiplying the teacher's part-time employment status by the proper step placement. Working retirees will be compensated at a rate that meets Teachers' Retirement guidelines. (effective 7-1-13)

#### 11.10 Extended Year Contract

The High School Counselor will be issued an individual employment contract of up to 197 days that includes ten additional workdays beyond the adopted school calendar. The ten additional days will be for the purpose of preparing for and completing the school year in a manner consistent with the position description. The High School Counselor will be paid for the ten additional days at the daily rate of pay as determined by the individual employment contract. (effective 7-1-21)



## **ARTICLE XII**

### **INDIVIDUAL AND ACTIVITY CONTRACT OF EMPLOYMENT**

#### **POLICY**

- 12.1 The teacher's salary shall be calculated in conformance with the collective bargaining agreement in reference to Appendices A, D and E. Working retirees refer to 11.9 (effective 7-1-13)

## **ARTICLE XIII**

### **STUDENT TEACHER PROGRAM**

#### **POLICY**

- 13.1 A supervising teacher shall possess a minimum of a baccalaureate degree and have at least three (3) years of successful teaching experience in this district. He or she shall supervise only in his or her field of major or minor preparation. Acceptance of student teacher supervision shall be voluntary. A supervising teacher shall hold a valid Montana teaching certificate.
- 13.2 A supervising teacher shall not have more than the equivalent of one full-time student teacher during any one school term. (effective 7-1-99)
- 13.3 Monies made available to the district by the placing college or university shall be paid to the supervising teacher.

## ARTICLE XIV

### **PROFESSIONAL DUES AND FEES: PAYROLL DEDUCTIONS**

#### 14.1 Dues Deduction Authorized

The board agrees to deduct in equal installments from the salaries of all teachers such monies for annual membership in the United Education Profession (National Education Association, Montana Education Association and Madison Valley Education Association) as said persons individually authorize the Board to deduct as provided by law. Non-association members may authorize the deduction of the professional representation fee in this same manner.

#### 14.2 Professional Representation Fee

The Association, as the exclusive representative of all members of the appropriate unit, will represent all such persons fairly and equally. No person shall be required to join the Association, but membership in the Association shall be made available to all persons who apply consistent with the Association constitution and bylaws. No person shall be denied Association membership because of race, creed, color or sex.

Therefore, if the enrollment of the Madison Valley Education Association falls below 80%, the Board will initiate the Professional Representation Fee. Membership or percentage of enrollment will be determined no later than November 1.

Upon initiation of the Professional Representation Fee, the Board will deduct in equal installments from the salaries of names non-association members, as a condition of employment an equal set by the Association, but not to exceed the annual dues certified by the Association as the current dues required of all Association members as permitted by law.

Any dispute concerning the amount, propriety or the method of collection of the representation fee shall be solely between the person or persons and the Association. The Association will provide an internal review procedure wherein non-members may challenge the determination of the fee for the Association services in representing members of the bargaining unit in the process of negotiating and administering the collective bargaining agreement. Disputes concerning the representation fee assessed to such non-members may not be processed through the grievance procedure contained in Article V of the Master Agreement.

---

#### 14.3 Notification and Transmittal of Monies

1. The Association will certify to the Board, in writing, the current rate of annual membership dues.

2. All remaining unpaid dues or fees shall be deducted from the final paycheck of a person leaving employment of the school district before the end of the school year for any reason excepting death.
3. Said monies, together with records of any corrections, shall be transmitted to the local MEA unit of the Montana Education Association on a monthly basis and no later than ten (10) days following actual deduction.

## ARTICLE XV

### FEEES FOR WORKSHOPS, SEMINARS, CONFERENCES, INSERVICE TRAINING

#### POLICY

- 15.1 The Board shall pay state rates for per diem and mileage for transportation and fees for any course, workshop, seminar, conference and inservice training sessions which a teacher requests and is approved by the administration or Board, or at the request of the administration or Board. The Board will not pay for credits for recertification or advancement on the salary schedule. (effective 7-1-92)

## ARTICLE XVI

### EFFECT OF AGREEMENT

This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied. Both parties hereby waive their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment.

### POLICY

- 16.1 The Madison Valley Education Association recognizes that the District's ability to fund the economic benefits contained in this agreement is dependent upon such contingencies as passage of mill levies, legislative appropriations, and other revenues. Should there be a significant decrease or increase in revenue, as determined by the Board of Trustees, which affects the ability of the District to fund the economic and other benefits contained in this agreement, the parties shall reopen this agreement to negotiate the provisions herein that are affected by economic impact. (effective 7-1-05)
- 16.2 During its term, the Agreement may not be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- 16.3 Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling. Working retirees refer to 11.9.
- 16.4 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such unlawful provision will be considered automatically void and reopened for negotiations. All other provisions or applications permitted by law shall continue in force and effect. (effective 7-1-99)
- 16.5 This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, voluntarily

and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under applicable law on any succeeding agreement to take effect upon termination of this Agreement. (effective 7/1/17)

## ARTICLE XVII

### REDUCTION IN FORCE

#### 17.1 Procedure

In the event the School District determines to reduce staff/lay-off teachers, the provisions of this Article shall apply.

#### 17.2 Definitions

- A. Teacher: The term teacher used in this Article shall refer only to tenured teachers, regularly employed at least half time by the School District.
- B. Qualified: Qualified means a tenured teacher who is certified by the Montana Office of Public Instruction for a position established by the School District, and who has taught in such subject matter category for at least one semester within the last five (5) years while an employee of the Ennis School district.
- C. Subject Matter: Subject Matter shall mean such categories as are determined by the Montana Office of Public Instruction for certification purposes.
- D. Days: Days mean calendar days, unless otherwise stated.

#### 17.3 Seniority

- A. Seniority shall mean the number of teacher work days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service with the School District including authorized leave of absences allowed by the School District pursuant to this Agreement. Personnel on part-time status shall accumulate seniority at the part time rate, not as a full-time teacher.
- B. Probationary teachers shall not acquire seniority until they acquire tenure and upon acquisition of tenure, their seniority date shall revert back to their first day of continuous service. Long term substitute service under contract, immediately prior to regular contract service shall not be counted toward a teacher's seniority.
- C. When determining seniority, the employment of an employee whose employment had been terminated for reasons other than resignation but subsequently reinstated without interruption, shall be deemed to be continuous service.
- D. Certified teachers employed by the School District in professional positions outside the teacher's unit, i.e., administrators, shall maintain seniority in the teacher's unit consistent with total teacher service in the School District provided the administrative employee is qualified and certified as described herein.



- E. In the event that seniority is equal for purposes of layoff, the following order will be followed: 1) the highest degree earned, 2) the highest number of credits beyond a Bachelor's Degree and 3) if needed, shall be determined by mutual agreement of the parties involved, 4) if mutual agreement cannot be reached, lay off shall be determined by lot.

17.4 Seniority List (effective 7/1/17)

- A. Prior to December 1 of each school year, the District shall post a seniority list, which shall include each teacher's name, date(s) of employment, area(s) of qualification and certification.
- B. Any person whose name appears on such list, and who may disagree with the findings of the Association, and the order of seniority on said list, shall have until December 15 to supply written documentation, proof and request for seniority change, to the School District superintendent's office.
- C. Before January 15, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list, and make such changes as the School District deems warranted. The final seniority list shall thereupon be prepared by the School District, and shall be posted in each school building no later than January 20. Such list shall govern the application of Reduction in Force, until thereafter revised.
- D. Any person disagreeing with the final seniority list, prepared pursuant to Subsection A through C above may pursue the matter through the grievance procedure.

17.5 Voluntary Layoff

Senior teachers may accept voluntary layoff during a period when the School District is placing tenure teachers on layoff. Teachers accepting voluntary layoff will, as do all teachers on layoff, continue to accrue seniority. Voluntary layoff shall be for a period of the succeeding school year unless altered by mutual agreement. Teachers wishing to be recalled from voluntary layoff for the next school year shall give the superintendent's office written notice of this intention before February 1 of the preceding school year.

17.6 Order of Layoff

Qualified teachers shall be placed on layoff in inverse order of seniority. The School District retains, consistent with the provisions of this Agreement, the right to assign

teachers to positions for which they are certified. The School District shall not be required to transfer a more senior teacher to an assignment requiring different certification in order to accommodate the seniority claim of a teacher proposed for layoff.

- A. In the event the District determines to reduce the staff, a tenured teacher shall not be placed on layoff if there is probationary (non-tenured) teacher employed in a position for which that tenured teacher is qualified.
- B. If the determined reduction is not accomplished by Subsection A hereof and the layoff of non-tenured teachers, the School District may place on layoff tenured teachers in order of inverse seniority within certification and qualification as defined in this Article.

17.7 Recall

- A. No new teacher shall be employed by the School District in a position for which a laid off tenured teacher is qualified. Tenured teachers shall be recalled to vacant positions in reverse order of layoff provided that such teacher(s) is qualified for the position(s).
- B. When placed on layoff, a teacher shall maintain a current address with the School District and if a position becomes available for the teacher on layoff, the School District shall provide written notice by Registered Mail, Return Receipt Requested. The teacher shall have seven (7) calendar days from the date of receipt of such notice to accept re-employment within twenty (20) calendar days of receipt of recall notice. Failure on the part of the teacher to accept re-employment within seven (7) calendar days of receipt of recall notice, or failure of the teacher to report for duty within twenty (20) days of the receipt of recall notice, shall constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.

If the School District is unable to effect delivery of a Registered letter, Return Receipt Requested at the last address left with the School district by the teacher, the District after five (5) days shall send a notice by Certified Mail, and the seven day period provided herein, shall commence running at the time the notice by Certified Mail is sent.

- C. Re-employment rights shall automatically cease twenty-four (24) months from the last day of work in the bargaining unit for the School District and no further rights to reinstatement shall exist.

17.8 Effect

Nothing in this Article shall be construed to limit the authority of the School District to determine the number of employees, the establishment and priority of programs, or the

right to reduce staff. Therefore, such actions shall not be subject to the grievance procedure in this Agreement.

- A. A teacher, however, may grieve concerning the establishment of his/her seniority date, or the order of layoff except as limited in this Agreement. It is further understood and agreed by the parties that the termination of teachers is governed by Montana statutes and nothing herein shall be construed to modify or limit the School District's statutory rights or the teacher's statutory rights as provided by Montana Law. (entire article revised 7-1-97)

**ARTICLE XVIII**  
**EARLY RELEASE OF CONTRACT**

1. It is agreed that a teacher currently under contract shall be declared under contract for the next teaching year on the day the teacher returns a signed notice of re-election to the school district. New teachers coming into the district shall be declared under contract when their contract has been approved by the Board of Education.
2. In the event any teacher resigns or fails to honor the terms of his/her contract after June 15, the Board and teachers agree that the teacher shall pay to the board liquidated damages as follows:
  - 2.1 If the teacher resigns after June 15, and up to the next August 1, the parties agree that liquidated damages shall be in the amount of \$500.
  - 2.2 If the teacher resigns or fails to fulfill his/her contract after the following August 1, the parties agree that liquidated damages shall be \$2,500.
  - 2.3 The Liquidated Damages provisions will not be enforced prior to August 1 if the parties have not completed negotiations for the ensuing school year. All Liquidated Damages provisions will be enforced after August 1 regardless of the status of negotiations. If the negotiated agreement is ratified after July 1, teachers will have the option to resign within five calendar days of the ratification without Liquidated Damages provisions being enforced.
3. It is agreed that the amount of liquidated damages shall be paid by the teacher to the Board prior to the Board accepting the resignation of the teacher and releasing the teacher from his/her contract.
4. It is further agreed that in the event the Board owes the teacher additional salary and/or benefit amounts after the teacher resigns or fails to honor his/her contract, the Board may deduct the amount of agreed liquidated damages from the amount owed to the teacher, and the teacher consents and agrees to the deduction of the amount of the liquidated damages from the amount to the teacher by the Board. The Board may pursue any and all legal remedies to seek payment of this obligation.
5. It is further agreed that the Superintendent of Schools shall notify, in writing, any teacher who has resigned a valid contract of the agreed obligation to pay appropriate liquidated damages. The Superintendent of Schools shall provide the President of Association a copy of the notification within fifteen (15) days of notice that a teacher has resigned and that specified liquidated damages are due to the district.
6. All liquidated damage provisions will be waived under the following circumstances: (1) the resignation is due to the transfer of a spouse; or (2) the ill health of self or a family member. (effective 7-1-10)

## ARTICLE XIX

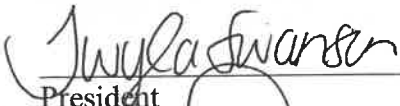
### DURATION OF AGREEMENT


#### POLICY

- 20.1 This Agreement shall be effective as of July 1, 2023, and shall continue in full force and effect until June 30, 2025 unless any provision or provisions listed under 16.1 necessitate the reopening of part or all of the agreement.
- 20.2 This Agreement signed this 10<sup>th</sup> day of July for term of the agreement.

#### IN WITNESS THEREOF:

For the Madison Valley  
Education Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

For the Board of Trustees  
of the Ennis School District #52

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Clerk

Base salary for 2023-2024: \$31,578  
2024-2025: \$32,578

**Appendix A**  
**INDIVIDUAL TEACHER'S CONTRACT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ party of the first part (hereinafter referred to as the teacher) and the Board of Trustees, School District 52 of Madison County, Ennis, Montana, parties of the second part (hereinafter referred to as the Board).

**WITNESSETH:**

1. That the Teacher who holds a legal certificate as a Teacher in the State of Montana, hereby agreed for and in consideration of the terms and conditions hereinafter stated to perform duties as assigned by the Superintendent, and/or Board, for the school year which begins on or about \_\_\_\_\_ and ends on \_\_\_\_\_ exclusive of holidays or periods when school is closed by order of the Board, but including Teachers Conventions or institutes, provided the teacher attends such Conventions or institutes, and also those legal holidays counted as "days taught" by state law.
2. That the annual salary to Teachers shall be paid in ten (10) or twelve (12) equal payments based on the calendar year adopted by the school board, with the said payments being made by the fifteenth (15th) of the calendar month. The last payment being made upon satisfactory completion of all schoolwork, both teaching and clerical as requested.  
  
Please check one:    10 payments [    ]            12 payments [    ]
3. That the following items have been considered, but are not the sole factors used, in arriving at the annual salary:  
  
Allowable Outside Exp.    - \_\_\_\_ -            Ennis Exp    - \_\_\_\_ -            Total Allowable Exp.            - \_\_\_\_ -  
  
Training (years)                      Quarters  
  
Total Salary    \$ \_\_\_\_\_            Assignment:    \_\_\_\_\_
4. That the teacher is familiar with the salary policy of the Board and realizes that automatic salary increases are not granted each year.
5. That before entering upon this employment, said Teacher must file with the County Superintendent of Schools, Virginia City, Montana a valid teaching certificate no later than the opening day of school.
6. That this contract and the rights and obligations of the parties thereunder shall be governed by the laws of the State of Montana and by all the provisions of the Rules and Regulations currently as a part of this contract, and the Teacher signing this contract assents to each provision of the same. The individual contract is subject to the terms and conditions of the Master Contract.
7. That said Teacher's salary is subject to withholdings required by law and/or requested by said teacher.
8. That this instrument shall operate as the notice of election of the Teacher for the school year designated herein, and that unless the Teacher shall accept, sign, and return said instrument to the office of the School Superintendent by \_\_\_\_\_ it shall be considered as non-acceptance and the Board will proceed to fill the vacancy.

In Witness Whereof, the parties have hereunto set their hands, in duplicated the day and year first written above.

**ATTEST:**

_____ (Clerk, Board of Trustees)	_____ (Date)
_____ (Chairman, Board of Trustees)	_____ (Date)
_____ (Teacher)	_____ (Date)

**APPENDIX B  
2023-2024**

Base = \$31,578

**TEACHER SALARY INDEX  
Attainment Salary Index**

Yrs. Exp	BA	BA+1 15 QTR or 10 Sem	BA+2 30 QTR or 20 Sem	BA+3 45 QTR or 30 Sem	BA+4 60 QTR or 40 Sem	MA 75 QTR or 60 Sem
0	31,578	32,652	33,757	34,831	35,904	36,978
1	32,841	34,041	35,241	36,441	37,609	38,809
2	34,104	35,431	36,725	38,051	39,315	40,641
3	35,367	36,820	38,209	39,662	41,020	42,472
4	36,630	38,209	39,694	41,272	42,725	44,304
5	37,894	39,599	41,178	42,883	44,430	46,135
6	39,157	40,988	42,662	44,493	46,135	47,967
7	40,420	42,378	44,146	46,104	47,841	49,799
8	41,683	43,767	45,630	47,714	49,546	51,630
9	42,946	45,157	47,114	49,325	51,251	53,462
10	44,209	46,546	48,599	50,935	52,956	55,293
11	45,472	47,935	50,083	52,546	54,662	57,125
12	46,735	49,325	51,567	54,156	56,367	58,956
13	47,999	50,714	53,051	55,767	58,072	60,788
14	49,262	52,104	54,535	57,377	59,777	62,619
15	50,525	53,493	56,019	58,988	61,482	64,451
16		54,883	57,504	60,598	63,188	66,282
17			58,988	62,209	64,893	68,114
18				63,819	66,598	69,945
19						
20						
	0.040	0.044	0.047	0.051	0.054	0.058

**APPENDIX B  
2024-2025**

Base = \$32,578

**TEACHER SALARY INDEX  
Attainment Salary Index**

Yrs. Exp	BA	BA+1 15 QTR or 10 Sem	BA+2 30 QTR or 20 Sem	BA+3 45 QTR or 30 Sem	BA+4 60 QTR or 40 Sem	MA 75 QTR or 60 Sem
0	32,578	33,686	34,826	35,934	37,041	38,149
1	33,881	35,119	36,357	37,595	38,800	40,038
2	35,184	36,553	37,888	39,256	40,560	41,928
3	36,487	37,986	39,419	40,918	42,319	43,817
4	37,790	39,419	40,951	42,579	44,078	45,707
5	39,094	40,853	42,482	44,241	45,837	47,596
6	40,397	42,286	44,013	45,902	47,596	49,486
7	41,700	43,720	45,544	47,564	49,356	51,376
8	43,003	45,153	47,075	49,225	51,115	53,265
9	44,306	46,587	48,606	50,887	52,874	55,155
10	45,609	48,020	50,138	52,548	54,633	57,044
11	46,912	49,453	51,669	54,210	56,393	58,934
12	48,215	50,887	53,200	55,871	58,152	60,823
13	49,519	52,320	54,731	57,533	59,911	62,713
14	50,822	53,754	56,262	59,194	61,670	64,602
15	52,125	55,187	57,793	60,856	63,429	66,492
16		56,621	59,325	62,517	65,189	68,381
17			60,856	64,179	66,948	70,271
18				65,840	68,707	72,160
19						
20						
	0.040	0.044	0.047	0.051	0.054	0.058

# APPENDIX C

## TEACHER SALARY INDEX Attainment Level 4 2023-2025

<u>Yrs. Exp</u>	<u>BA</u>	<u>BA+1</u> 15 qtr or 10 sem	<u>BA+2</u> 30 qtr or 20 sem	<u>BA+3</u> 45 qtr or 30 sem	<u>BA+4</u> 60 qtr or 40 sem	<u>MA</u> 75 qtr or 50 sem
0	1.000	1.034	1.069	1.103	1.137	1.171
1	1.040	1.078	1.116	1.154	1.191	1.229
2	1.080	1.122	1.163	1.205	1.245	1.287
3	1.120	1.166	1.210	1.256	1.299	1.345
4	1.160	1.210	1.257	1.307	1.353	1.403
5	1.200	1.254	1.304	1.358	1.407	1.461
6	1.240	1.298	1.351	1.409	1.461	1.519
7	1.280	1.342	1.398	1.460	1.515	1.577
8	1.320	1.386	1.445	1.511	1.569	1.635
9	1.360	1.430	1.492	1.562	1.623	1.693
10	1.400	1.474	1.539	1.613	1.677	1.751
11	1.440	1.518	1.586	1.664	1.731	1.809
12	1.480	1.562	1.633	1.715	1.785	1.867
13	1.520	1.606	1.680	1.766	1.839	1.925
14	1.560	1.650	1.727	1.817	1.893	1.983
15	1.600	1.694	1.774	1.868	1.947	2.041
16		1.738	1.821	1.919	2.001	2.099
17			1.868	1.970	2.055	2.157
18				2.021	2.109	2.215
19						
20						
	0.040	0.044	0.047	0.051	0.0540	0.058



## APPENDIX -D

### ABOVE SCHEDULE ALLOWANCES FOR EXTRA DUTIES

		\$860 Base Salary	Step Increase
<b><u>High School Boys</u></b>	<b><u>Index</u></b>		
Head Basketball Coach	4	3,440	103
Asst. Basketball Coach	2.7	2,322	70
Head Football Coach	4	3,440	103
Asst. Football Coach	2.3	1,978	59

<b><u>High School Girls</u></b>			
Head Basketball Coach	4	3,440	103
Asst. Basketball Coach	2.7	2,322	70
Cheerleaders	2.1	1,806	54
Head Volleyball Coach	4	3,440	103
Asst. Volleyball Coach	2.3	1,978	59
Head Softball Coach	4	3,440	103
Asst Softball Coach	2.3	1,978	59

<b><u>High School Combined</u></b>			
Head Golf Coach	2.8	2,408	72
Asst. Golf Coach	2.3	1,978	59
Head Track Coach	4	3,440	103
Asst. Track Coach	2.3	1,978	59
Head Cross Country	2.8	2,408	72
Asst. Cross Country	2.3	1,978	59
Head Speech & Drama	2.8	2,408	72
Asst. Speech & Drama	2.3	1,978	59

<b><u>Junior High Boys</u></b>			
Head Basketball Coach	1.4	1,204	36
Asst. Basketball Coach	1.4	1,204	36
Head Football Coach	1.4	1,204	36
Asst. Football Coach	1.4	1,204	36

<b><u>Junior High Girls</u></b>			
Head Basketball Coach	1.4	1,204	36
Asst. Basketball Coach	1.4	1,204	36
Head Volleyball Coach	1.4	1,204	36
Asst. Volleyball Coach	1.4	1,204	36

<b><u>Junior High Combined</u></b>			
Head Track Coach	1.4	1,204	36
Asst. Track Coach	1.4	1,204	36

		\$860 Base Salary	Step Increase
<b><u>Other</u></b>	<b><u>Index</u></b>		
Athletic Director	10.2	8,729	262
Concessions	2.1	1,806	54
Class Play Advisor	2.1	1,806	54
FCCLA Advisor	2.1	1,806	54
BPA	2.1	1,806	54
Skills USA	2.1	1,806	54
Asst. Play Advisor	1.4	1,204	36
Band and Chorus	1.4	1,204	36
Junior Prom Advisor	0.8	688	21
Science Fair	0.8	688	21
National Honor Society	0.8	688	21
Close Up	0.8	688	21
World Strides	0.8	688	21

This schedule will be used to determine above-schedule allowances for performing extra duties.

Each index value is multiplied by an extra duties base to obtain the beginning extra duties salary.

The number of assistant coaches will be determined by administration. The experience factor shall begin with the year 1970 to obtain the number of years of extra duties experience in this system.

Extended season Compensation (Football, Volleyball, Basketball and Softball) Paid at \$100/week for Head Coach; \$75/week for assistant) Clubs qualifying for Nationals (BPA, FCCLA, Science Fair, Skills USA) \$500 per season

Step increase is calculated at 3% of base salary per coaching position.

In the event the coach or advisor is unable to fulfill the duties of the position or if student participation rates in an activity, club or event decline to a level that prevents the continuation of the program, the coaches or advisor in that program will receive a stipend that is pro-rated through the final day of the program's operation for that school year.

Head coach positions that have an index of 4 are expected to implement and coordinate a K-5 student activity program related to that activity's head coach position. The K-5 program will be a component of the head coach evaluation.

**APPENDIX E  
FOR INDIVIDUAL EMPLOYED AS CERTIFIED STAFF**

This is a Contract between \_\_\_\_\_, ("Employee") and the Board of Trustees of Ennis School District No. 52, Ennis, Montana ("Board").

**1. Mutual Promises:** The Board agrees to employ Employee and Employee agrees to perform duties when, where and as assigned by the Superintendent or his/her designee and to comply with board policy for the \_\_\_\_\_ [Sport] Season (coaching years), beginning \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**2. No Guarantee of Hours or Remuneration:** Nothing in this Contract shall be construed to provide a guarantee of assignment, duties, projects, income, remuneration or hours worked. The parties agree that the projects assigned, as well as the number of hours worked, will vary according to the nature and extent of the District's needs. Coach will honor and enforce all applicable School District policy while serving the School District as coach.

**3. Compensation:** The Board shall pay Employee a stipend in the amount of \$ \_\_\_\_\_. I understand that I am accepting this coaching contract on a voluntary basis in exchange for a nominal stipend as I am not required to accept this contract as a condition of my employment with the School District. This coaching contract is a separate and distinct position with different duties from my regular employment with the School District. I acknowledge that I am free to relinquish my role as coach at any time without impact on my regular employment with the School District. I accept the above-noted stipend authorized by the Collective Bargaining Agreement because I want to serve the students of the School District as a coach. I understand that in my capacity as a certified staff member with coach or advisor duties I am not an eligible for minimum wage or overtime protections under state and federal law.

**4. Term of Employment:** The term of this Contract is set forth in paragraph 1, unless otherwise terminated earlier under section 5 or by virtue of the doctrine of impossibility as specified in § 1-3-222, MCA. Employee shall have no expectation of continued employment with the School District upon the expiration of the term of this Contract. Both parties agree that without board action, employment will automatically terminate upon expiration of this Contract.

**5. Termination of Employment:** The District may terminate this contract for good cause at any time during the year. Insufficient student participation as determined by the Board or their designee shall also constitute good cause for termination of this contract.

**6. Jurisdiction:** This Contract shall be governed by the laws of the State of Montana.

**7. Savings Clause:** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**8. Entire Contract / Modification:** This Contract embodies the complete Contract of the parties hereto, superseding all oral and written previous and contemporary Contracts between the parties. No alteration or modification of this Contract shall be valid unless evidenced by a writing signed by the parties to this Contract.

**9. Acceptance:** This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., on \_\_\_\_\_.

I have read this Contract, understand its terms, and agree to be bound thereby.

DATED this \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Board of Trustees

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk, School District No.

\_\_\_\_\_  
Date

## APPENDIX F

### 49-2-310 Maternity leave - unlawful acts of employers.

It shall be unlawful for an employer or his agent to:

- (1) terminate a woman's employment because of her pregnancy;
- (2) refuse to grant to the employee a reasonable leave of absence for such pregnancy;
- (3) deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
- (4) require that an employee take a mandatory maternity leave for an unreasonable length of time.

### 49-2-311 Reinstatement to job following pregnancy-related leave of absence. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits, unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so.

**APPENDIX G  
GRIEVANCE FORM**

Please Check One:

Step 1 ( )    Step 2 ( )    Step 3 ( )    Step 4 ( )    Step 5 ( )

Date Grievance Received: \_\_\_\_\_

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Title

Decision:

Aggrieved Persons Response:

( ) I accept the above decision

( ) I hereby refer the above decision to the next step of the grievance procedure.

Signature of Aggrieved \_\_\_\_\_

Date \_\_\_\_\_

Grievance No. \_\_\_\_\_

Date Filed \_\_\_\_\_

**MVEA GRIEVANCE FORM**

Name of grievant: \_\_\_\_\_

Work location \_\_\_\_\_

Classification/Assignment \_\_\_\_\_

Date grievance occurred: \_\_\_\_\_

Nature of

grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract article(s) or practice(s) violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief

sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**FORMAL LEVEL I**

Date received by Supervisor: \_\_\_\_\_

Disposition by Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

**FORMAL LEVEL II**

Date received by Superintendent of Designee: \_\_\_\_\_

Disposition by Superintendent of Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supt. or Designee

\_\_\_\_\_  
Date

**FORMAL LEVEL III**

Date received by Board of Trustees: \_\_\_\_\_

Disposition by Board of

Trustees: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Board Chair

\_\_\_\_\_  
Date

**FORMAL LEVEL IV**

Date submitted to Arbitration: \_\_\_\_\_

Disposition by Arbitrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date