

PROFESSIONAL AGREEMENT

BETWEEN THE

MISSOULA AREA

EDUCATION COOPERATIVE

AND THE

MISSOULA AREA COOPERATIVE

EDUCATION ASSOCIATION

2024-2027

AGREEMENT

THIS AGREEMENT is entered into this 12th day of July, 2023, by and between the Management Council of the Joint Advisory Board of the Missoula Area Education Cooperative, hereinafter referred to as the "COUNCIL" and the Missoula Area Cooperative Education Association, affiliated with the Montana Federation of Public Employees (MFPE), NEA, AFT and AFL-CIO, hereinafter called the "ASSOCIATION." Pursuant to and in compliance with the Montana Public Employees Bargaining Law, Title 39 Revised Codes of Montana, as amended (hereinafter referred to as the ACT), to provide terms and conditions of employment for Professional Staff during the duration of this Agreement.

PURPOSE

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana State Statute, this Agreement has as its purpose the promotion of harmonious relations between the COUNCIL and the ASSOCIATION; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits, and other conditions of employment.

ARTICLE I RECOGNITION

1.1 ASSOCIATION RECOGNITION

The Council hereby recognizes the Association as the sole and exclusive representative for collective bargaining with respect to wages, hours, and fringe benefits, and other conditions of employment for all employees in the appropriate unit.

1.2 APPROPRIATE UNIT

The Appropriate Unit shall consist of all contracted employees of the Council who are certified and whose positions require certification as provided in Section 20-4-106, MCA, or contracted professional employees of the Council who perform professional services but shall exclude those positions which are supervisory in nature as defined by the Act.

1.3 PROFESSIONAL STAFF

Unless otherwise indicated, the term professional staff when used hereinafter in this Agreement shall refer to all employees in the Appropriate Unit as above defined.

ARTICLE II ASSOCIATION RIGHTS

2.1 Professional staff shall have and shall be protected in the exercise of the right of self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their choosing on questions of wages, hours, fringe benefits and other conditions of employment and to engage in other concerted activities for the

purpose of collective bargaining or other mutual aid or protection free from interference, restraint, or coercion.

2.2 The Council will make available all public information as required by law.

2.3 The official business of the Association shall be conducted during the non-duty hours of the professional staff involved.

2.4 A. An allotment of seven (7) workdays may be made on the basis of one person for seven (7) days or seven (7) persons for one (1) day or other alternate proposals but not resulting in a total of more than seven (7) days. The Council will pay for the necessary substitutes. The Association agrees to give five (5) days' notice except in cases of emergency.

B. Three (3) additional days at full deduction shall be available for use by the Association members for Association business as authorized by the Association president or designee. The Association agrees to give five (5) days' notice except in cases of emergency.

C. Requests for Association Leave shall be submitted to the Director in writing within the above prescribed timeliness. Requests for Association Leave must be submitted by the Association president for approval.

D. The Association President, or designee, will be allowed to take Association Leave for the purpose of attending Council Board meetings.

ARTICLE III PAYROLL DEDUCTIONS

3.1 A. The Council agrees to deduct from the salaries of any professional staff members such money for annual membership in the Association and its affiliated organizations as such professional staff members authorize in writing. A signed MFPE membership form shall serve as the authorization for the Council to deduct membership dues. Commencing in October of each school year and each month thereafter, the Council will deduct in installments the money that the professional staff member has agreed to pay the Association. Requests to rescind authorization(s) for dues deduction shall not be honored by the Council unless received in writing during the time specified in the original membership authorization. Furthermore, the Council shall notify the Association within five (5) days of the closing of the specified time for the withdrawal of membership. Additional authorization for annual dues deduction when received by the Board during the school year will be prorated over the remaining monthly payments of the person's current contractual salary. New authorizations, when received by the Council during the school year, will be deducted in installments over the remaining monthly payments of the professional staff member's current contractual salary.

B. The Association will certify to the Board, in writing, the current rate of annual membership dues. Said moneys, together with records of any corrections, shall be submitted to the Missoula Area Cooperative Education Association President (or president's designee) monthly. Once the moneys are mailed, all obligations of the Cooperative cease.

3.2 The Association, as exclusive representative of all employees described in Article I, will represent all such persons fairly whether members or not. No employee shall be required to join the Association, but membership in the Association shall be made available to all who apply, consistent with the Association constitution, bylaws, and policies.

3.3 The Council agrees to deduct from professional staff members' salaries such contributions as are required by law and others authorized in writing by the employee and agreed to by the Council.

3.4 The Association will indemnify, defend, and hold the Council harmless against any claim made and against any suit instituted against the Council, including attorney's fees and costs of defense thereof, on account of any action taken in accordance with this article.

ARTICLE IV PROFESSIONAL STAFF RIGHTS

4.1 CITIZENSHIP RIGHTS

Nothing contained herein shall be construed to deny or restrict to any member of the professional staff such rights as he/she may have under the Montana School Laws or other applicable Laws and Regulations.

4.2 APPEARANCE BEFORE EMPLOYER

A professional staff member shall be entitled to have a representative present, under the rules governed by *Weingarten* and its progeny, during any meeting with the Council or the Director when the employee is asked to provide information which could be used as a basis for discipline or when the employee is asked to defend his or her conduct. An employee will be given at least 24 hours advance notice of the meeting and the purpose thereof, unless the safety or welfare of a Member District's students or employees require immediate action, or there exists a situation which requires immediate action.

4.3 RULES AND REGULATIONS

A. All policies governing employee activities and conduct shall be interpreted and applied uniformly throughout the Cooperative.

B. The Association recognizes that the Council may apply other policies differently to meet the needs of job classifications.

4.4 JURY DUTY/WITNESS

A. Each professional staff member who is under proper summons as a juror/witness shall collect all fees and allowances payable because of the service and forward the fees except mileage reimbursement to the Clerk of the Cooperative. These fees and allowances shall be applied against the amount due employees from the Cooperative.

B. If a professional staff member elects to charge the juror/witness time off against personal leave, he/she shall not be required to remit any fees to the Council. In no instance is a professional staff member required to remit to the Council any expenses or allowances paid him by the Court.

C. A professional staff member required to appear for legal proceedings directly related to the Council shall not lose compensation for the performance of such obligation.

D. Such leaves (noted under this Section) shall require reasonable and proper notice.

E. The Council may request the Court to excuse a professional staff member from jury duty if he/she is needed for the proper operation of the Cooperative.

4.5 PERSONAL LIFE

The personal lifestyle of any professional staff member shall not be a concern of the Council unless the professional staff member's lifestyle affects the classroom performance or relationship with students.

4.6 DISCIPLINE/DISCHARGE

Tenured professional staff may only be disciplined, dismissed or terminated for good cause. The professional staff and their representative, the Association, shall have the right to pursue statutory procedures. The Council agrees to follow a policy of progressive discipline.

4.7 PERSONNEL FILES

Professional files for professional staff members exist in the Cooperative office. Items to be placed in the professional staff's permanent file shall be discussed between the professional staff member and the Director, and should be signed by the professional staff member to signify his/her notification that the item will be placed in the file. The professional staff member may review the contents of his/her personnel file at any time and reserves the right to challenge items within his/her file.

**ARTICLE V
GRIEVANCE PROCEDURE**

5.1 Definition: A "grievance" is defined as a claim based upon an alleged violation or misapplication of any specific provision of this Agreement. Either a bargaining unit member or the Association may file a grievance. A "day" shall mean any work weekday not designated as a holiday.

5.2 Procedure:

- A. Level 1 - Informal: An effort should be made to resolve a grievance informally between a professional staff member and the Director. No written notification is required, and no written response is necessary.
- B. Level 2 - Director: If the problem is not resolved at the informal level, the grievant may submit a formal grievance to the Director not later than twenty (20) days from the date the professional staff member knew or should have known of the matter giving rise to the grievance. The Director will hear the grievance not later than fifteen (15) days after receipt of the grievance and shall respond not later than fifteen (15) days after the hearing.
- C. Level 3 - Management Council: If the problem is not resolved at the Director's level, the grievant may appeal the grievance in writing to the Management Council not later than fifteen (15) days after the decision made by the Director. The Management Council will hear the grievance at the next regularly scheduled Council meeting when the matter can be placed on the agenda. The Management Council shall respond with a decision not later than ten (10) days after the subsequent Council meeting.
- D. Level 4 - Arbitration: If the grievant and the Association deem the Council's response to be unacceptable, the matter may be referred by the Association to final and binding arbitration under the following provisions:
 - 1. Not later than fifteen (15) days of receipt of the Council's decision, the Association must present the Director with a copy of its filed request to the Board of Personnel Appeals for a list of seven potential arbitrators. The request will state that an identical list should be sent to the Association and to the Director.
 - 2. Not later than fifteen calendar days of receipt of the list from the Board of Personnel Appeals, the parties shall meet to alternately strike names until an arbitrator is selected. The Association shall promptly notify the Board of Personnel Appeals.

3. By mutual agreement, the hearing may be avoided and the parties shall then brief the matter to the arbitrator at his/her location. The arbitrator, after consulting with the parties, shall establish the briefing schedule.
4. Should a hearing be held, the arbitrator may issue an immediate decision with a written decision and rationale to follow. The arbitrator will submit his or her decision not later than 30 calendar days following the hearing or deadline for briefs, whichever is later.
5. The arbitrator shall have no authority to modify, add to or ignore provisions of the Agreement. All arbitrability questions shall be decided by the arbitrator.

5.3 General Provisions:

- A. No reprisals shall be taken by any party against any other party for his/her participation in the grievance process.
- B. The grievant may withdraw a grievance at any step of the procedure through written notice to the District and the Association.
- C. Any party may be represented at any step of the grievance procedure.
- D. Each party shall be responsible for the costs of presenting its case, but the parties shall equally share the expenses and fees of the arbitrator. Should one party request a transcript, that party shall pay all costs thereof, unless the other party wishes a copy in which case the cost shall be equally shared.
- E. The grievance shall be filed and responded to at each step of the procedure using the Grievance Reporting Form attached hereto. The grievant shall clearly state the provisions of the Agreement alleged to have been violated, how such provisions are allegedly violated, and the specific remedy sought.
- F. Time limits established herein are to be strictly followed, and may be extended only by written agreement between the parties. Any grievance not filed or appealed in strict accordance with the time limits shall be deemed waived. Should the Council not respond within the time limits, the grievant may appeal to the next step, under the time limits established for an appeal.
- G. Once the Association has requested a list of potential arbitrators from the Board of Personnel Appeals, the Association and the grievant waives any and all rights to pursue any action or complaint requesting the same remedy before any county, state or federal agency, tribunal, court or other forum in which relief may be sought or granted. Once the grievant or the Association files any complaint, appeal or other

action with any county, state or federal agency, court, tribunal or other forum requesting the same remedy, all rights to file or pursue a grievance under this Article shall be forever waived.

- H. In all cases, service shall be considered accomplished when a grievance, response or other communication provided herein is posted, prepaid in U.S. mails, in accordance with the time limits established herein, or when such is personally delivered.

ARTICLE VI MANAGEMENT RIGHTS

- 6.1 The Council has, and shall retain, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law to establish Cooperative policy of operation. The rights including, but not limited to, are
 - A. To exercise the management rights and administrative control of the Cooperative and its properties, facilities, programs, and the contracted activities of its employees.
 - B. To employ and re-employ all personnel, determine their qualifications, conditions of employment, and work assignments, and further promote, demote or dismiss such personnel as provided by law and this Agreement
 - C. To consolidate or eliminate any teaching position as it determines advisable at any time.
 - E. The rights retained by the Council in this section are in addition to those rights granted the Council by other parts of this Agreement.

ARTICLE VII PROFESSIONAL STAFF EVALUATION

7.1 EVALUATION PURPOSE

The purpose of the professional staff evaluation procedure shall be the improvement of professional performance.

7.2 EVALUATION METHOD

The Cooperative Director shall meet with staff members of each professional area to develop the evaluation method most appropriate for each area.

7.3 EVALUATION PROCEDURES

- A. All professional staff will be advised of the evaluation procedures at the beginning of their employment.

- B. Each professional staff member will be provided with a copy of his/her evaluation within three (3) weeks of its completion and shall sign the evaluation to indicate that a post conference has occurred, and he/she has seen the evaluation. The professional staff member who has been evaluated has the right to attach a written rebuttal to his/her evaluation, which will be included in his/her personnel file. All observations of professional staff shall be with the knowledge of the person being observed.
- C. Each professional staff member will be provided assistance, if needed, to correct professional difficulties, and given reasonable time to incorporate the recommended changes. A written and dated record of the conference shall be kept on file by the evaluator.
- D. Permanent files for professional staff members will be updated every three (3) years and negative material removed, if positive corrective measures have been taken by the professional staff member, and if mutually agreed upon between the Director and employee.

7.4 EVALUATION TIMETABLE

- A. It is understood that multiple observations of the professional staff member's ability to meet job expectations may occur throughout the work year.
- B. Tenured professional staff will be evaluated either every three years, or annually, either by professional staff member's request or administrative discretion. Non-tenured professional staff will be evaluated annually.

**ARTICLE VIII
PROFESSIONAL GROWTH**

8.1 All professional staff members will attend any in-service education programs scheduled by the Director. Part-time professional staff members are responsible for attendance at seven (7) pupil instruction related days on the following pro-rated basis:

.4 FTE or less	=	Total of	3	P.I.R. Days
.5 FTE	=		3.5	P.I.R. Days
.6 FTE	=		4	P.I.R. Days
.7 FTE	=		5	P.I.R. Days
.8 FTE	=		5.5	P.I.R. Days
.9 FTE	=		6	P.I.R. Days
1.0 FTE	=		7	P.I.R. Days

All professional employees must submit a P.I.R. plan for the school year to the Director by September 20. Any professional employee who wishes to attend professional development days prior to September 20 must submit a professional development plan to the Director by May 30 of the prior year. P.I.R. scheduled on a weekend shall serve as a contractual day, provided the Director grants approval prior to attendance.

ARTICLE IX LEAVES

9.1 A. USE OF LEAVE AND ACCRUAL OF SICK LEAVE CREDITS

1. All professional staff members shall be eligible for leave benefits.
2. Full-time professional staff members hired for a full school year shall be credited on the date they report for duty with twelve (12) working days to be used for leave.
3. Part-time professional staff members, upon the date of their employment, will receive prorated leave according to their FTE as stated on the individual employment contract.
4. Full-time professional staff members hired for less than a full year shall receive prorated leave benefits.

B. ACCRUAL OF LEAVE CREDITS

1. At the professional staff member's option, 25 percent of the unused twelve (12) days of leave may be paid to the professional staff member at the rate of \$50 per day; the remaining leave will be added to the sick leave balance.
2. Professional staff members may accumulate up to one hundred (100) days of sick leave.
3. After the professional staff member has used his/her twelve (12) days of granted leave, previously accumulated leave may be used only for sick leave.

Previously accumulated sick leave may be accessed and used for a serious health condition (as defined by the Family and Medical Leave Act) before the professional staff member has used his/her twelve (12) days of granted leave, with documentation provided by a medical doctor.

C. PROHIBITED USE OF SICK LEAVE

An employee is not entitled to both sick leave and Worker's Compensation payment. An employee injured on the job has the option of taking either sick leave or Worker's Compensation payments.

D. PARENTAL LEAVE

1. The provisions of the Family Medical Leave Act shall apply when an eligible employee is absent due to a condition which qualifies under the Act, and an employee's accumulated sick leave credits will be used unless the employee notifies the District otherwise, in which case the employee will not use such credits to extend that particular leave. It is preferable that the professional staff member notify the Council as soon as possible of their intent to use Parental Leave.
2. When the professional staff member returns, they will be assigned to a comparable position to the one that they held before the leave began. Seniority and salary will be at the same level on the salary schedule as attained when the leave was granted unless the employee served 72% or more the year the leave was granted. Placement will then be granted per Article 12, Section 12.6.
3. All written and unwritten employment policies and practices of the Council, as applied to disability due to pregnancy, and recovery therefrom, shall comply with applicable sections of the Montana Code Annotated.

E. BEREAVEMENT LEAVE

1. Employees may use their previously accumulated sick leave for five (5) paid bereavement days. Employees seeking more than five (5) days of bereavement leave must apply for that leave to the Director and is subject to approval by the Director. Bereavement leave beyond five (5) days will only be granted for family. For the purposes of leave beyond five (5) days, family is defined as the employee's spouse, domestic partner, child, parents/ guardians/ step-parents, siblings, grandparents, and spouses like relations.
2. Three (3) of the five (5) bereavement leave days will be deducted from the employee's previously accumulated sick leave.

F. LEAVE GRANTS

For the purposes of 9.1F, "employee" shall include supervisory positions and those employees whose job classifications are specifically excluded from the Appropriate Unit.

The purpose of this subsection is to allow employees to voluntarily and anonymously donate leave benefits to another employee who experiences an extended absence because of a specific illness or injury and who has insufficient stores of earned leave to remain in a pay status during such absence. The procedure for donating sick leave shall be mutually agreed upon by the Management Council and the Association.

G. SEVERANCE PAY

Permanent professional staff members, as defined in this Agreement, will upon termination of service, be compensated by the Council at a rate of 27.5 % of each employee's accumulated sick leave based on each employee's current daily salary rate. Intent to sever shall be submitted to the Director not later than March 10 of the effective year.

9.2 LEAVE

- A. Except for a medical condition or an FMLA qualifying event, professional staff members will not be allowed to use leave for more than three (3) consecutive working days in the year without the approval of the Director. At the discretion of the Director, exceptions may be granted upon written request; staff members shall submit such leave day requests to the Director at least five (5) working days in advance of the requested absence.
- B. A professional staff member may not take a leave day the first two (2) duty days of the school year nor the last fifteen (15) days of the school year. Exceptions may be granted by the Director. Professional staff members shall submit such leave day requests to the Director at least five (5) working days in advance of the requested absence.
- C. Leave may be taken in two (2) hour increments upon request.
- D. At the discretion of the Director, an employee may be required to provide a physician's statement regarding medical leave.

9.3 PROFESSIONAL LEAVE

Temporary leave at full salary is provided each professional staff member for visitations to other schools, or any other activities that are directly job related to the person's job assignment with the approval of the Director. The professional staff member shall request such days, to the Director, at least five (5) working days in advance of the requested absence. Maximum professional leave is three (3) days. Exceptions may be considered by the Director. This leave is not accumulative.

9.4 EXTENDED LEAVE

- A. Permanent professional staff members shall be eligible for leave without pay for a period of not more than one (1) year.
- B. All requests for leave shall be in writing and shall supply complete information regarding the reason for the leave and the dates for which leave is desired.
- C. Requests for extended leave will be submitted to the Director.
- D. Not more than ten (10) percent of the total of the permanent professional staff members shall be granted leaves in one year.
- E. The permanent professional staff member will return at the same level of salary he/she would have received had not the year of leave intervened.
- F. No salary or fringe benefits will be paid by the District to a permanent professional staff member who is on leave. However, such person shall have the option of retaining group benefit insurance program(s) if permitted by the carrier(s). The permanent professional staff member shall pay the annual premium(s) to the Council at the commencement of such leave.
- G. It is the responsibility of the permanent staff member on a year's leave of absence to notify the Director before March 1 concerning acceptance or rejection of his/her position with the Cooperative for the ensuing school year.
- H. No permanent professional staff member who is granted leave of absence will be eligible for such leave again until three (3) years of continuous service with the Cooperative has been completed.
- I. It is the intent of this section that a person returning from a leave of absence shall be entitled to the same or equal position.
- J. Granting or refusing to grant leave time as specified above, along with the length of such leave granted, shall be at the sole determination of the Council.

9.5 FLEX TIME

Professional staff who attend IEP, ET, or intervention assistance team meetings beyond their normal workday can accrue flex time according to the following:

- A. The professional staff member must notify the affected administrator(s) and the cooperative director.

- B. Flex time will be taken at a time mutually agreed upon between the employee and the affected school administrator(s). Except when approved by the Director, flex time must be taken at the school in which it was accrued by the professional staff member.
- C. Flex time must not hamper normal service activities with students.
- D. The professional staff member is expected to exercise good judgment when utilizing flex time.
- E. Flex time must be used during the school year in which it was accrued.
- F. The use of flex time will be reported on the monthly accountability sheet.

**ARTICLE X
VACANCIES, TRANSFERS, AND CHANGES IN FTE**

- 10.1** A vacancy is any new or existing position which is represented by the Association, for which the Cooperative is seeking candidates.
- A. Whenever a vacancy occurs, the Cooperative shall, not later than ten (10) days prior to the deadline for applications for a position, email, via work email, a position opening notice to Cooperative staff who are qualified for the open position. In addition, a copy of the position opening notice shall be mailed to the home address of any staff member on lay-off status who are qualified for the position. The notice shall indicate the requirements of the position.
 - B. Whenever vacancies occur during the normal summer months when regular school is not in session, copies of vacancy postings shall be sent to the Association president.

10.2 VOLUNTARY TRANSFERS AND VOLUNTARY DECREASE IN FTE

- A. Voluntary Transfers: Each member of the bargaining unit who applies for an open position within the unit shall be interviewed for the opening. Staff members may also request that their assignment be changed or that they be given a reduction in FTE. All requests for a re-assignment or reduction in FTE must be made in writing by June 30 of each year. Professional staff who voluntarily transfer or reduce their FTE will retain their seniority.
 - C. Involuntary Transfers: The Cooperative reserves the right to transfer staff to other positions within the Cooperative. Prior to making such a transfer, the staff affected will be consulted, and reasons shall be given for the transfer. Involuntary transfers shall not result in the loss of compensation, seniority or fringe benefits.

**ARTICLE XI
LAYOFF AND RECALL**

11.1 A layoff occurs when an employee no longer works for the Cooperative because of reduction in force. If the Council determines that it is necessary to proper and efficient operation of the Council's business to affect a layoff:

- A. The order of layoff shall be by seniority within each professional job classification for tenured professional staff except when there is a substantial difference in job performance, as reflected in at least the three (3) most recent performance evaluations, in which case, the Director may retain the professional staff member with the better performance evaluation.
 - B. An employee who is laid off under the terms of the preceding section shall be considered for any vacant position covered by this Agreement, provided that the employee is qualified for that position.
 - C. If two or more professional staff members who are laid off and who are equally qualified apply for the same vacant position, the most senior professional staff member shall be hired.
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- A. Recall of professional staff members on layoff under the terms of this Article shall be done in reverse order of seniority with the most senior recalled first. Job rights under this clause shall continue for a period of twelve (12) months starting from the last day worked.
 - B. Tenured professional staff who are notified of 0.5 FTE or more layoff shall be entitled to use two (2) working days at full pay to seek other employment.
 - C. Professional staff shall be placed on the salary schedule for their current positions according to their experience, education and previous time in the Cooperative except for layoff time. A professional staff is entitled to recall in the amount of FTE when placed on layoff.

11.2 SENIORITY

- A. Seniority is defined as the number of years a professional staff has been continuously employed in the Cooperative since the original date of hire and shall include authorized leaves of absence six (6) months. Seniority will continue to accrue during all paid leaves. Any unpaid leaves in excess of six (6) months shall not be counted in accruing seniority. Long term substitute service under contract, immediately

prior to regular contract service shall be counted toward a professional staff's seniority.

- B. If the date of hire is the same between or among professional staff, the seniority shall be determined by experience level as indicated by current placement on the salary schedule. When seniority and experience level is equal between or among professional staff, ranking of those professional staffs shall be determined by drawing lots.
- C. When determining seniority, the hiring of a professional staff whose employment had been terminated, for reasons other than resignation but subsequently reinstated without interruption, shall be deemed to be continuous service.
- D. The Council will provide the Association with a list showing the seniority of each professional staff in their area of certification or licensure by October 15 of each year.
- E. The term "tenured" when used herein shall equate to the current Montana statutory definition of tenure for teachers.

11.3 COMPUTATION OF TIME

When the computation of any period of time is prescribed or allowed in by this agreement, the day after the act, event, or default will be counted as day one (1). Calendar days will be used for computing periods of time prescribed or allowed by this agreement.

11.4 FILING AND POSTMARK

Notice of recall will be given by registered mail to the last address given to the Council by the professional staff member. A copy of the notice of recall will be given to the Association President. If a professional staff member fails to respond within twelve (12) calendar days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered.

ARTICLE XII PROFESSIONAL COMPENSATION

12.1 SALARY SCHEDULE

Salaries of unit members covered by this Agreement are set forth in, and derived from, the attached salary schedule and index. The Entry Level shall be at Step 0 of the salary schedule with the ability to move on the salary schedule after the first year of experience with the Cooperative. Longevity increase of \$500.00 will be given for employees at Step 25 on the salary schedule.

12.2 INSURANCE

- A. Effective upon ratification of the contract, the Council will pay for medical, dental, and visual insurance for single-person coverage for the contract year on a Council approved insurance plan for each employee performing at least .5 FTE and whose employment is scheduled to continue one full semester or longer.
- B. To be eligible for dental and vision insurance, the employee must be enrolled in the medical plan, and the Cooperative must have at least seventy-five percent (75%) participation of the unit in the dental and visual plans. The entitlement for the employee is to the benefit and not to the dollar amount.

Upon ratification of this contract and certification by the Missoula County Health Plan, the Cooperative will continue to pay long term disability premiums for each eligible employee.

- C. The Cooperative's only obligation is to pay such amounts as described to herein, and no claim shall be made against the Cooperative because of a denial of insurance benefits by an insurance carrier.

12.3 GENERAL SALARY PROVISIONS

- A. All professional staff members may elect to receive their salary in ten (10) or twelve (12) equal payments. The method elected will continue year to year unless the clerk is notified otherwise, in writing, no later than September 10.
- B. Payroll checks shall be issued on the 10th of each month. If the 10th falls on a day when school is not in session, professional staff members shall receive their payroll checks on the last previous day that school is in session.
- C. The final salary warrant may be withheld from any professional staff member failing to complete all required records and reports.
- D. The Council agrees to deduct from professional staff members' salaries such contributions as are required by law and others authorized in writing by the employee and agreed to by the Council.

12.4 DEDUCTION FOR ABSENCE

All employees subject to the salary schedule, if absent from duty, shall receive:

- A. Full pay, less the daily rate of pay, for each day's absence because of illness in excess of the regular sick leave allowance.

- B. The deduction of the daily rate of pay for each day's absence for reasons unauthorized by the Director and/or the Council.
- C. Full pay for any period the schools are closed by an epidemic or for any other reasons covered by the Statutes of Montana.

12.5 ADVANCEMENT OF POSITION ON THE SALARY SCHEDULE

- A. Seventy two percent (72%) of the scheduled days worked within a contract year shall entitle the professional staff member to advance on the salary schedule.
- B. One (1) year of teaching or work experience in the Cooperative, supplemented by fifteen (15) quarter credit hours of professional training or ten (10) semester credits of professional training shall entitle the professional staff member to advance one salary step and one column to the right on the salary schedule. Following is the schedule for the equivalent hours:

Quarter Credit Hours	Semester Credit Hours
15	10
30	20
45	30
60	40

- C. Before advancement can be made from the Bachelor's column in subsequent columns, upper division or graduate credit must be earned and granted. This shall be work for which credit is granted by an accredited teacher's college or university. Furthermore, graduate work completed prior to the granting of the Bachelor's degree shall not be recognized in considering a change of status on the salary schedule. So called equivalencies to Bachelor's and Master's degrees shall not be recognized in considering a change on the salary schedule. Exceptions must be approved in advance by the Director and/or Council.
- D. When the professional staff member moves to another preparation level, even though the professional staff member may have remained on the maximum salary step of his/her previous preparation column for a period of several years, not more than one (1) salary step for teaching or work experience shall be allowed in any one (1) year.
- E. Effective June 1, 1997, advancement on the salary schedule beyond the Master's degree will be granted for CEU's and/or RU's for all professional staff at the rate of 10 CEU's or RU's being equivalent to one (1) quarter credit or 15 CEU's or RU's being equivalent to one (1) semester credit, in addition to graduate courses.

- F. Effective June 1, 2001, advancement on the salary schedule beyond the Master's degree + 45 quarter credits or 30 semester credits to Master's degree + 60 quarter credits or 40 semester credits will be granted for CEU's and/or RU's for all employees at the rate of 10 CEU's or RU's being equivalent to one (1) quarter credit, or 15 CEU's or RU's being equivalent to one (1) semester credit, in addition to graduate courses.

12.6 INTENT AND EVIDENCE OF ADDITIONAL PROFESSIONAL PREPARATION

- A. Intent of additional professional preparation to advance the professional staff member's status shall be submitted to the Director not later than the 20TH DAY OF FEBRUARY of the school year prior to the change becoming effective.
- B. The Coop will accept "course credit slips" or grade cards until a transcript can be procured. If the course credit slips, grade cards, or transcripts establish the fact that advancement is warranted, the professional staff member shall be eligible for proper placement on the salary schedule. September 20 is the deadline for submission of proof of advancement or no advancement will be given until the next year.
- C. Course work to be utilized for advancement on the salary schedule must be within the staff member's area of certification or license or courses approved by the Director.

12.7 PREVIOUS EXPERIENCE CREDITS

- A. Previous experience as a certified or licensed professional in the field for which you are being hired, not to exceed ten (10) years will be recognized as previous experience credit for purposes of determining initial placement on the salary schedule.
- B. Not less than the equivalent of 72% of full-time scheduled days of work experience as a certified or licensed professional in one (1) school year shall be counted as a full year of experience.

12.8 TRAVEL AND WORK DAY

- A. Professional staff members required to travel will be reimbursed at the maximum state mileage rate.
- B. Travel reimbursement will be allowed from the home base to another district(s) or school(s) and back to the original home base.
- C. Professional staff members will be assigned a home base. The home base is defined as either one of their assigned schools or the Cooperative

office, whichever is closest to their home. Professional staff members are informed of their home base at the beginning of each school year.

- D. Travel reimbursement will be paid mile-by-mile, and per diem will be based upon Board Policy.
- E. When emergency weather conditions restrict travel and prevent the professional staff from reaching their work station, the professional staff member will not lose compensation nor any leave time, provided the approved travel policy of the Council is followed.
- F. Professional staff members are eligible for mileage reimbursement as provided in A above, from their home base to assigned school or the Cooperative office to their assigned school, whichever distance is shorter.
- D. The length of a work day for professional staff will be determined by the Director, generally in accordance with the hours of the particular Cooperative school(s) to which the professional staff member is assigned. The work day for professional staff will include time for travel starting and ending at their home base. Employees will also be given travel time for travel between schools.
- E. The work day for staff who are assigned to schools who have both a four and a five day work week will be determined on a case by case basis by the Director. The Director will confer with the employee and the Cooperative school administrator(s) before making such determination.

12.9 LIQUIDATED DAMAGES

The parties agree that when a professional staff member does not fulfill an individual contract the Cooperative has costs that cannot be determined. Therefore, professional staff members wishing to be released from a signed contract for the subsequent year between May 15th and June 15th, will pay \$1500; between June 16th and July 15th, the staff member will pay \$2500; and after July 15th, the staff member will pay \$3500 as liquidated damages.

The Cooperative recognizes that there are extenuating circumstances that may be cause for professional staff members to leave these will be considered by the Board without penalty to the professional staff member. They are: illness, death in the family, change in family status, transfer of a spouse, and retirement. A resignation to take a job somewhere else for more money or a supposed more desirable location will not be considered.

ARTICLE XIII MISCELLANEOUS

13.1 SAVINGS CLAUSE

If any provision of this Agreement or any application thereof is finally held to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, both parties to this contract agree to meet and confer in order to alter said section(s).

13.2 TERM OF AGREEMENT

This contract is for four years from July 1, 2023 and will terminate on June 30, 2027.

13.3 CONFLICT OF CONTRACTS

Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this Agreement.

13.4 DUPLICATION AND DISTRIBUTION

Copies of this Agreement shall be printed at the expense of the Council within thirty (30) days after the Agreement is signed. Copies shall be presented to all professional staff now employed and hereinafter employed. The Association shall be provided three (3) copies of this Agreement.

13.5 EMBODIMENT

It is agreed by the parties who have hereto executed this Agreement that this contract sets forth the entire agreement between the Council and the Association, that no verbal statement or past practice shall supersede any of its provisions, and that during the course of collective bargaining each party had the unlimited right of offer, discuss, accept, or reject proposals and, therefore, for the term of this contract no further collective bargaining shall be had upon any provision of the Agreement unless mutually agreed to by both parties, nor upon any proposal which was offered and discussed but was not made a part of this Agreement. Furthermore, there shall be no verbal or written agreement between the Council and the Association in violation or contravention of this contract.

13.6 RENEWAL AND REOPENING AGREEMENT

This Agreement will be automatically renewed and will continue in force and effect for additional periods of one (1) year unless either party gives notice to the other party, no later than March 31 of the year prior to the expiration date, of its desire to open the contract for negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

MISSOULA AREA SPECIAL
EDUCATION COOPERATIVE



Chairman

8/16/23

Date

MISSOULA AREA SPECIAL
EDUCATION COOPERATIVE
ASSOCIATION



President

8/21/23

Date

MISSOULA AREA EDUCATION COOPERATIVE

APPENDIX B

SALARY SCHEDULE: 2023-2024

	A	B	C	D	E	F	G
	BA	MA	MA+10	MA+20	MA+30	MA+40	PhD
0	42,526	43,884	45,236	46,592	47,949	49,306	50,662
1	44,446	45,845	47,241	48,640	50,038	51,438	52,837
2	46,365	47,806	49,245	50,687	52,128	53,571	55,012
3	48,284	49,768	51,250	52,734	54,218	55,703	57,187
4	50,203	51,730	53,255	54,781	56,308	57,835	59,362
5	52,122	53,692	55,260	56,829	58,398	59,968	61,537
6	54,041	55,653	57,264	58,876	60,487	62,100	63,711
7	55,961	57,615	59,269	60,923	62,577	64,232	65,886
8	57,880	59,577	61,274	62,970	64,667	66,365	68,061
9	59,799	61,539	63,279	65,018	66,757	68,497	70,236
10	61,718	63,501	65,283	67,065	68,847	70,629	72,411
11	63,637	65,462	67,288	69,112	70,936	72,761	74,586
12	65,557	67,424	69,293	71,160	73,026	74,894	76,760
13	67,476	69,386	71,298	73,207	75,116	77,026	78,935
14	69,395	71,347	73,302	75,254	77,206	79,158	81,110
15	71,314	73,309	75,307	77,301	79,296	81,291	83,285
16	73,233	75,271	77,312	79,349	81,385	83,423	85,460
17	75,154	77,233	79,317	81,396	83,476	85,555	87,635

MISSOULA AREA EDUCATION COOPERATIVE

APPENDIX B

SALARY SCHEDULE: 2024-2025

	A	B	C	D	E	F	G
	BA	MA	MA+10	MA+20	MA+30	MA+40	PhD
0	43,164	44,542	45,915	47,291	48,668	50,046	51,422
1	45,112	46,532	47,949	49,369	50,789	52,210	53,630
2	47,060	48,524	49,984	51,447	52,910	54,374	55,837
3	49,008	50,515	52,019	53,525	55,031	56,539	58,045
4	50,956	52,506	54,054	55,603	57,152	58,703	60,252
5	52,904	54,497	56,089	57,681	59,274	60,867	62,460
6	54,852	56,488	58,123	59,759	61,395	63,031	64,667
7	56,800	58,479	60,158	61,837	63,516	65,196	66,875
8	58,748	60,471	62,193	63,915	65,637	67,360	69,082
9	60,696	62,462	64,228	65,993	67,758	69,524	71,289
10	62,644	64,453	66,263	68,071	69,879	71,689	73,497
11	64,592	66,444	68,297	70,149	72,000	73,853	75,704
12	66,540	68,435	70,332	72,227	74,122	76,017	77,912
13	68,488	70,426	72,367	74,305	76,243	78,182	80,119
14	70,436	72,418	74,402	76,383	78,364	80,346	82,327
15	72,384	74,409	76,437	78,461	80,485	82,510	84,534
16	74,332	76,400	78,471	80,539	82,606	84,674	86,742
17	76,281	78,392	80,507	82,617	84,728	86,839	88,950

MISSOULA AREA EDUCATION COOPERATIVE

APPENDIX B

SALARY SCHEDULE: 2025-2026

	A	B	C	D	E	F	G
	BA	MA	MA+10	MA+20	MA+30	MA+40	PhD
0	43,812	45,210	46,603	48,001	49,398	50,796	52,194
1	45,789	47,230	48,669	50,110	51,551	52,993	54,434
2	47,766	49,251	50,734	52,219	53,704	55,190	56,675
3	49,743	51,272	52,799	54,328	55,857	57,387	58,915
4	51,720	53,294	54,865	56,437	58,010	59,583	61,156
5	53,698	55,315	56,930	58,546	60,163	61,780	63,397
6	55,675	57,336	58,995	60,655	62,316	63,977	65,637
7	57,652	59,357	61,061	62,765	64,469	66,174	67,878
8	59,629	61,378	63,126	64,874	66,622	68,370	70,118
9	61,606	63,399	65,191	66,983	68,774	70,567	72,359
10	63,584	65,420	67,257	69,092	70,927	72,764	74,599
11	65,561	67,441	69,322	71,201	73,080	74,961	76,840
12	67,538	69,462	71,387	73,310	75,233	77,157	79,081
13	69,515	71,483	73,453	75,420	77,386	79,354	81,321
14	71,492	73,504	75,518	77,529	79,539	81,551	83,562
15	73,469	75,525	77,583	79,638	81,692	83,748	85,802
16	75,447	77,546	79,649	81,747	83,845	85,945	88,043
17	77,425	79,568	81,715	83,856	85,999	88,141	90,284

MISSOULA AREA EDUCATION COOPERATIVE

APPENDIX B

SALARY SCHEDULE: 2026-2027

	A	B	C	D	E	F	G
	BA	MA	MA+10	MA+20	MA+30	MA+40	PhD
0	44,469	45,888	47,302	48,721	50,139	51,558	52,977
1	46,476	47,939	49,399	50,861	52,324	53,788	55,251
2	48,483	49,990	51,495	53,002	54,509	56,018	57,525
3	50,489	52,042	53,591	55,143	56,695	58,247	59,799
4	52,496	54,093	55,688	57,284	58,880	60,477	62,073
5	54,503	56,144	57,784	59,425	61,065	62,707	64,347
6	56,510	58,196	59,880	61,565	63,250	64,937	66,622
7	58,517	60,247	61,976	63,706	65,436	67,166	68,896
8	60,524	62,298	64,073	65,847	67,621	69,396	71,170
9	62,531	64,350	66,169	67,988	69,806	71,626	73,444
10	64,537	66,401	68,265	70,128	71,991	73,855	75,718
11	66,544	68,452	70,362	72,269	74,177	76,085	77,993
12	68,551	70,504	72,458	74,410	76,362	78,315	80,267
13	70,558	72,555	74,554	76,551	78,547	80,545	82,541
14	72,565	74,606	76,651	78,692	80,732	82,774	84,815
15	74,572	76,658	78,747	80,832	82,918	85,004	87,089
16	76,578	78,709	80,843	82,973	85,103	87,234	89,364
17	78,586	80,761	82,940	85,114	87,289	89,464	91,638