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NEGOTIATED AGREEMENT

July 1, 2025 to June 30, 2028

by and between

YELLOWSTONE-WEST/CARBON COUNTY
SPECIAL SERVICES COOPERATIVE

and

SPECIAL SERVICES EDUCATION ASSOCIATION

AGREEMENT

This Agreement is entered into this 15th day of May, 2025, by and between the Management Board of the Yellowstone-West/Carbon County Special Services Cooperative, referred to in this Agreement as the “Board,” and the Special Services Education Association, affiliated with the Montana Education Association, referred to in this Agreement as the “Association”.

PREAMBLE

The parties in good faith, through collective bargaining, have agreed to rates of pay, fringe benefits, hours of work, and other conditions of employment for the members of the bargaining unit as provided for under Montana State Statute.

Article I RECOGNITION

1.1 Employee definition

Unless otherwise indicated, the term “employee” when used in this Agreement, shall refer to all employees in the appropriate unit, as defined below.

1.2 Appropriate unit definition

The “appropriate unit” shall consist of all employees of the Cooperative who are licensed or certified by the State of Montana or aides who are working under a licensed professional and shall exclude office staff including without limitation directors, clerks, business managers, administrative assistants and those with Employee Service Contracts of .50 F.T.E. or lower.

1.3 Exclusive rights and recognition of the Association

The Board recognizes the Association as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees of the appropriate unit. The Board agrees not to bargain with or recognize any other organization purporting to represent the members of the appropriate unit for the duration of this Agreement.

Article II EFFECT of AGREEMENT

2.1 Scope of Agreement

This Agreement constitutes the full and complete Agreement between the Board and the Association. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior agreements, practices, policies, rules and regulations concerning conditions of employment when these are inconsistent with the provisions of this Agreement.

Nothing in this Agreement shall be construed to obligate the Board to continue or discontinue past practices, or prohibit the Board from exercising all management rights and prerogatives defined in this Agreement, except when such exercise is in express violation of any terms of this Agreement.

2.2 Finality

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

2.3 Severability

The provisions of this Agreement shall be severable, and if any provision or application of any provision of this Agreement under any circumstance is held invalid by a court of competent jurisdiction, it shall not affect any other provision or the application of any provision of this Agreement.

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2.4 Changes in Agreement

For the term of this Agreement no change shall be made in any provision of this Agreement, unless by mutual written consent of the Board and the Association.

2.5 Compliance of individual contract

Any individual contract between the Board and an employee, executed after this Agreement is settled, 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 shall be controlling.

2.6 Non-discrimination clause

The provisions of this Agreement shall be applied without discrimination with regard to the statutory protection afforded race, creed, religion, physical disability, political beliefs, national origin, age, sex, marital status, domicile, residence or family relationship to another employee.

2.7 Duplication and distribution

Copies of this Agreement shall be printed at the expense of the employer. A copy shall be presented to each current employee and to each future new employee. The Association shall be provided ten (10) copies of this Agreement.

Article III ASSOCIATION RIGHTS

3.1 Pertinent information

The Board agrees to furnish to the Association any information necessary for the Association to conduct its responsibilities in the process of collective bargaining. The Association shall be supplied with one copy of the requested information and agrees to pay the charge for additional copies.

The Board shall notify the Association of any major modifications proposed to educational policies which have a major effect of the day-to-day performance of an employee's work responsibilities. The Association shall be given the opportunity to discuss these matters with the Board prior to their adoption, general publication, or both. The Association will be notified of major educational changes required by government agencies.

3.2 Association business

Representatives of the Association shall be permitted to transact Association business during working hours provided the business could not reasonably be conducted at another time and without impact to direct services to students.

3.3 Association use of buildings, equipment and communication facilities

The Association shall have the right to use Cooperative offices for meetings provided such use is scheduled in advance with the Director.

The Association shall have the right to use Cooperative facilities and available equipment. The Association agrees to provide paper for duplicating material related to internal Association business.

The Association shall have the right to post notices of activities and matters of Association concern. The Association may use the Cooperative mail service and employee mailboxes for Association business. The Association shall pay its own postage and distribute its own material if the material is not incorporated into Cooperative correspondence.

3.4 Association involvement at staff meetings

The Association shall be given sufficient time at the end of the fall in-service to explain Association activities, and shall have an opportunity following staff meetings to present brief reports and announcements.

3.5 Association involvement at Board meetings

The Board shall place on the agenda of each regular meeting for consideration under “new business” any matters brought to its attention by the Association so long as those matters are made known to the Director’s office forty-eight (48) hours prior to the meeting.

The Board shall provide prior notice to the Association of all regular and special open meetings, including information as to the date, time and place of the meeting, and a description of the items to be considered at the meeting.

A minimum of one Association member shall be provided paid release time to attend Board meetings.

3.6 Exclusive rights of Association

The rights and privileges of the Association and its representatives shall be granted only to the Association as the exclusive representative of the employees, and to no other competing organization or its members.

3.7 Association convention

The Board shall allow two (2) days each year for employees to attend the annual convention of the MEA or other appropriate professional organization. These two days are scheduled as pupil instruction related (PIR) days.

Professionals are responsible for selecting trainings that suit their professional development goals. Trainings that are approved by the Director will be paid for by the Cooperative. Conference fees, travel, accommodations, and per diem will be applied. (See also Section 13.5 – Professional leave)

The Association will be granted up to four (4) days of paid leave per year to attend state, regional, and national meetings. The Association president will request approval from the Director at least seven (7) days in advance.

Article IV EMPLOYEE RIGHTS

4.1 Citizenship rights

The Board recognizes the employee’s right of citizenship, and the exercise of these statutory rights shall not be grounds for discipline, discrimination, or termination.

4.2 Association activities

The Board shall not discriminate against any employee because of his or her membership in the Association or participation in any of its activities, including negotiations or involvement in the processing of a grievance under Article VI, either as a grievant or a witness.

4.3 Employee safety and hazardous travel

When an employee encounters a situation which threatens his or her physical safety or well-being, specifically including travel on hazardous roads or in unsafe weather conditions, the employee shall notify the appropriate school personnel and the Cooperative office.

4.3.1 Immunizations

On written request by an employee, the Board shall pay in full the costs of immunization against Hepatitis B and/or tetanus. The Board will pay for this at the time the employee receives the immunization. The Board may request, but will not mandate, that the employee submit bill(s) for the immunization to her or his health insurance carrier. If the employee receives an insurance payment for an immunization for which the Board has paid, the employee will reimburse the Board in the amount of the insurance payment.

4.4 Civic, judicial and quasi-judicial duty

An employee required by court order or by the Cooperative to appear for legal proceedings before any judicial or quasi-judicial or administrative tribunal shall be compensated in the same

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way as they would for performance of their routine job duties. These proceedings include, but are not limited to: jury duty, arbitration, negotiation, mediation or fact-finding proceedings.

4.5 Personal life

The personal life of an Association member will not be a concern to the Board unless it is determined to have a detrimental effect upon the employee's ability to perform his or her duties.

4.6 Appearance before employer

An employee shall be entitled to have present a representative of the Association in any appearance before the Board or its agents where disciplinary action is being considered. Employees required to attend such meetings shall be given prior written notice of the time and purpose of such meeting, and shall be advised of their right to representation.

4.7 Just cause

This provision is only applicable to certified special education teachers. No employee who has been employed by the Cooperative more than three years shall be disciplined or discharged except for just cause. The Board agrees to follow a policy of progressive discipline, which at minimum includes verbal warning, reprimand, suspension or discharge. It is understood that the employer may implement discipline at a level appropriate to the offense. The just cause provision shall not apply to cases of reduction in force.

4.8 State and Federal rights

Nothing contained in this Agreement shall be construed to deny or to restrict any rights employees have under the laws of Montana and the United States, or other applicable laws, decisions and regulations. The rights granted to employees in this Agreement shall be deemed to be in addition to those provided elsewhere.

Article V GRIEVANCE PROCEDURE

5.1 Grievance procedure definitions

A "grievance" is defined as the bringing of a complaint of an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

A "grievant" is an employee, or the Association, making a claim.

"Days" shall mean employee work days, except as otherwise indicated.

5.2 Rights to representation

An Association representative may be present at any level of the grievance procedure. The Board may be represented by any individual appointed by the Board for this purpose.

5.3 Individual rights

Nothing contained in this Agreement shall be construed as limiting the right of any employee having a complaint to discuss the matter with the appropriate supervisor appointed by the Board, and to have the problem resolved without intervention by the Association, as long as the resolution is not inconsistent with the terms of this Agreement.

If the grievant fails to file a grievance or fails to move a grievance within the time limits allowed in this procedure, then the grievance shall be considered waived and the parties have no further right to process the grievance.

5.4 Filing of a grievance

Step One: Submitting a written grievance

Grievances shall be reduced to writing at the first step. The written grievance shall be submitted to the Director within twenty (20) calendar days of the event which gives rise to the grievance or within twenty (20) calendar days from the date which, through the use of reasonable diligence, the party should have been aware of the grievance.

Within five (5) working days of receipt of the written grievance, the Director shall meet with the grievant and his or her representative, if desired by the grievant, in an attempt to resolve the dispute. The Director shall have ten (10) calendar days from the date of this meeting to issue a written response to the grievance.

Step Two: Response to a grievance

If the grievant is dissatisfied with the response of the Director at step one, the grievant shall within ten (10) calendar days from the Director's response, inform the Board in writing he or she wishes to move the grievance to step two.

Within ten (10) calendar days of receipt of such request, the Board shall hold a meeting with the grievant and Association representative for the purpose of attempting to resolve the dispute. Within ten (10) calendar days of this meeting, the Board shall issue a written response to the grievant.

Step Three: Binding arbitration

1. Appeal to binding arbitration

If the grievant is dissatisfied with the response of the Board at step two, within ten (10) days from the Board's response the grievant shall notify the Board in writing of his or her intent to submit the issue to arbitration.

The parties shall then immediately request from the Board of Personnel Appeals, a list of five (5) qualified arbitrators who are members of the American Arbitration Association. The parties shall alternately strike names from the list until one remains. The decision of who strikes first shall be decided by the flip of a coin.

2. Hearing

The arbitrator shall conduct a hearing at a place and time that is agreeable to the parties. After the submission of final oral or written arguments, or both, the arbitrator shall issue a decision within thirty (30) days. The decision of the arbitrator shall be final and binding.

3. Cost of arbitration

Each party shall bear its own costs of arbitration. The party who receives an adverse decision according to the arbitrator, shall pay the total fees and expenses of the arbitrator. If both parties receive adverse decisions, the arbitrator may assess costs proportionately as deemed appropriate.

4. Jurisdiction of the arbitrator

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator's decision shall be based upon the specific and express terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. The arbitrator shall not decide the question of arbitrability of a grievance prior to having heard the merits of the grievance.

5.5 Grievance procedures

A. Time limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties.

B. No reprisals

No reprisals of any kind shall be taken by the Board or the Director against any employee because of participation in the grievance procedure.

C. Mutual cooperation

1. The parties shall furnish to one another any information which is requested concerning the grievance.

2. If this Agreement has expired and good faith bargaining is ongoing to renew it, a grievance arising during that time may be processed to resolution as though this Agreement were in effect.

D. 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.

E. Election of remedies and waiver

If any action which would be the subject of a grievance is filed in any court or with any governmental or administrative agency by a member or members of the bargaining unit or their representatives, then the right to file a grievance over the same action, or to continue a grievance which has been previously filed, shall be immediately waived.

**Article VI
EMPLOYEE EVALUATION**

6.1 Evaluation procedures

A. Review of forms

A copy of employee evaluation forms shall be made available to the Association upon request.

Prior to making any changes in the evaluation form, the Board shall discuss with the Association any contemplated changes and the Association will have an opportunity for input.

B. Review of procedures

Evaluation procedures and forms shall be reviewed with each new employee prior to their first evaluation or upon request.

C. Time lines and evaluation frequency

At the discretion of a Cooperative administrator, a minimum of one formal evaluation every three years shall be conducted for all employees employed with the Cooperative for four years or longer. The evaluation shall be completed by February 1 by a Cooperative administrator.

A minimum of two formal evaluations shall be conducted, by a Cooperative administrator, for all employees employed by the Cooperative for less than four years:

1. The first evaluation shall be completed by November 30.
2. The second evaluation shall be completed by March 31.

D. Letter of intent to evaluate

A letter of intent to evaluate shall be mailed one week prior to the scheduled evaluation time. A copy of the evaluation form shall be mailed with the first letter of intent.

A pre-evaluation conference shall be scheduled only if deemed necessary by the Director or the employee prior to the formal evaluation. A pre-evaluation conference shall include an overall discussion of the program, and goal setting for the plan of assistance.

E. Evaluation

All monitoring or observation of the employee's activities shall be conducted openly and with the employee's full knowledge and awareness. An evaluation may include:

1. Instructional observation.
2. File and program review.
3. Input from principals or lead teachers giving their appraisal of the employee.
These shall be written and available for the employee's review.

4. Post-evaluation conference the same day, or less than seven working days after the formal evaluation.

F. Distribution of written evaluation results

1. The employee being evaluated shall receive a written report within three weeks of the evaluation.
2. Two (2) copies of all observation, evaluation, and written reports shall be prepared by the evaluator, one (1) copy to be provided the employee and one (1) copy, signed by the employee to signify having seen and read it, to be placed in the employee's personnel file. No such reports shall be maintained unless they are disclosed to the employee, and included in the employee's personnel file.
3. When necessary, a plan of assistance shall be issued within three weeks of the evaluation.

G. Discipline separated from evaluation

It is understood that the evaluation conference shall not be used as a formal meeting to reprimand or discipline an employee. If a reprimand or other form of discipline is indicated, a separate meeting shall be held to conduct these matters.

H. Follow-up to a plan of assistance

1. Letter of closure: By the end of the school year a letter indicating the status of the plan of assistance shall be sent to the employee.
2. Letter of doubtful status: A letter of doubtful status shall be issued if the plan of assistance is not completed.

I. Replies to written evaluation

1. After receiving any observation, evaluation, or written report, an employee may submit signed comments regarding the report which shall be attached to the evaluation in that employee's personnel file and considered with the evaluation.
2. Any complaint regarding an employee made by any parent, student, or other person which may be used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given the opportunity to respond and to refute such complaint.

6.2 Open personnel files

Access to personnel files shall be limited to the Board or their representative, the Director, and to the employee to whom the files refer. Inspection of personnel files shall be in accordance with policies of the Board or Director.

Employees shall have right, upon request, to review the contents of their personnel files and to receive a copy of any document contained in it. Upon request of the employee, the Director or official designee shall sign an inventory sheet to verify the contents of the personnel file at the time of inspection by the employee.

Files for processed grievances shall be kept apart from the employee's personnel file. No secret, duplicate, alternate, or other personnel file shall be kept by the Board or Director.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless it is signed and dated by the author, and unless the employee has had an opportunity to read the material and respond to it. Any derogatory material not shown to the employee within ten (10) days after receipt, shall not be used by the Director or the Board in any grievance, or used in any disciplinary action against the employee.

Article VII

EMPLOYMENT STATUS of EMPLOYEES

7.1 Individual contracts

Individual employee contracts shall not be contrary to Montana law.

If any inconsistency arises between an individual employment contract and the specific provisions of this Agreement, this Agreement shall be controlling.

Resignations must be submitted in writing to the Board through the Director. Due to the circumstances that this action may cause the Yellowstone-West/Carbon County Special Services Cooperative, the Board may, at its discretion, impose the following fees in conjunction with the agreement to release the staff member from their contract:

Resignations made on or before June 15th for the following school year are without penalty.

June 16th – the first day of the contract: \$3,000

After the contract year begins - \$5,000 unless the staff member gives 60-day notice of resignation.

7.2 Termination

Employees who are covered by statutory provisions *Montana Code Annotated 20-4-205, 20-4-206, 20-4-207*, shall be non-renewed or their employment terminated in accordance with those statutory provisions.

Employees who are not covered by these statutory provisions shall be provided with reasons in writing for potential disciplinary actions and shall be afforded the opportunity to respond prior to termination to the reasons given.

Article VIII

EMPLOYEE WORK LOAD and CONDITIONS

8.1 Employee workload and conditions

Professional employees shall not be required to perform the following duties: bus duty, cafeteria duty, or playground duty.

8.3 Employee basic work day

In addition to his or her relief and lunch period, each employee shall have two and one-half (2.5) duty-free hours per school week for planning, preparation, and paperwork. Given the unusual nature of staff assignments within the Cooperative, working hours within individual schools must remain flexible. It is also recognized that the staff must be available for conferences and meetings before and after school hours.

Within Cooperative boundaries, travel time shall be considered work time when the employee travels to more than one school per week.

On Fridays and on all days preceding holidays or recesses, the employee's work day shall end at the close of the student school day. Meetings shall not be called on Friday afternoons or days preceding a holiday or school break. Exceptions may be made for timeline obligations, scheduling conflicts, or times when there are no other options.

If scheduling permits, employees are encouraged to take a thirty (30) minute lunch period and two (2) fifteen (15) minute relief periods during the student school day in which they are free of all student contact.

8.4 Use of computers for instructions and record keeping

The Association shall have input into major purchases of computer hardware and software (e.g., IEP programs).

The Board shall attempt to provide access to computers during the work day for purposes of instruction and record keeping.

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The Board shall make available at no cost to all employees, instruction and practice in the use of technology. If necessary, this training shall be provided at the fall in-service and as needed throughout the school year.

8.5 Liability coverage

The Board shall provide each employee with professional liability insurance.

Article IX

ASSIGNMENTS, VACANCIES, TRANSFERS

9.1 Assignments

Employees shall be given notice of their assignment for the forthcoming year no later than May 1 of the preceding year. These assignments may be subject to modification due to funding or program considerations.

Supervision of speech/language paraprofessionals will be conducted by qualified speech personnel with a stipend of \$3000 for the first full-time supervision and \$1000 for the second full-time supervision in each school year. The stipend will be prorated according to the supervisee's FTE.

9.2 Vacancies

The Association shall be notified of any position openings within the bargaining unit. Such notification shall be by first class mail as soon as the Board determines to fill the position. The Association shall be responsible for making its members aware of these openings.

Any employees who want to be notified of openings which may occur during the months of June, July and August, shall leave a forwarding address with the Board. The Board shall notify qualified employees by certified mail to the address provided by the employee.

Employees so notified shall have ten (10) calendar days from the date the notice is postmarked to indicate their interest. They may respond by certified mail or by personal contact followed immediately by the required written response.

9.3 Transfers

The Board reserves the right of assignment of employees to positions. In making any transfers or assignments, the Board shall take into consideration the written request of the affected employees. Employees assigned or transferred to a different position shall not lose seniority due to such assignment or transfer.

An open position previously held by an employee of the Cooperative will be considered available for a transfer by other employees before the hiring process takes place. Should the Board deny a request for the transfer, or if it makes an involuntary transfer, it will, if requested by the employee in writing, within five (5) days of the next regularly scheduled board meeting, provide the employee in writing the reasons for a failure to grant the transfer or for the involuntary transfer.

Article X

LAYOFFS and RECALLS

10.1 Board's right to govern

Nothing in this Agreement shall be construed to limit the Board's statutory rights to determine the number of employees, the establishment and priority of programs, or the right to reduce the number of positions within the Cooperative.

10.2 Procedures for layoff

If the Board determines that layoffs are necessary, employees working with the Cooperative less than four (4) years shall be laid off first, provided there are senior employees with the qualifications to perform the work. If it is necessary to lay off employees who have worked with the Cooperative more than four (4) years, the Board shall consider seniority within his/her

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appropriate job category first, with the following factors considered in case of a tie: certification or licensure first, then educational level, then experience.

10.3 Recall

No new employees shall be hired by the Board while there are employees on layoff, unless none of the employees on layoff is certified to fill the position in question. Recall shall be offered to qualified employees in the reverse order of their layoff. When placed on layoff, employees shall maintain a current address with the Cooperative.

If a position becomes available for which an employee on layoff is qualified, the Board shall provide written notice by certified mail, return receipt requested. The employee shall have ten (10) working days from the date the letter is postmarked to accept reinstatement, responding by certified mail or by personal contact followed immediately by the required written response.

Failure to accept reinstatement within the time specified in this Agreement shall constitute forfeiture by the employee to any future rights to re-employment with the Cooperative.

10.4 Re-employment rights

Re-employment rights shall terminate automatically twenty-four (24) months from the effective date of the layoff and no further rights to re-employment shall exist. Upon return to work in accordance with the provisions of this Article, a recalled, laid-off employee shall maintain seniority with the Cooperative in accordance with the employee's seniority standing at the time of layoff.

10.5 Seniority

Seniority shall be defined as starting with the employee's most recent date of continuous employment with the Cooperative. A Board approved leave of absence shall not constitute a break in service.

10.6 Board's right to non-renew employees

Nothing in this Article shall be construed to limit the right of the Board to non-renew employees whose employment is covered by *Montana Codes Annotated 20-4-205 or 20-4-207*.

10.7 Limits to right of recall

An employee who is laid off shall remain on the recall list for twenty- four (24) months after the effective date of the layoff, unless the employee:

- A. Waives recall rights in writing.
- B. Resigns.
- C. Fails to accept a position offered.
- D. Fails to report to work in a position the employee has accepted.

10.8 Layoff benefits

While on layoff, an employee shall have the option to remain an active participant in all insurance programs by contributing the required amount, in accordance with Federal law (Cobra).

Article XI FRINGE BENEFITS

11.1 Health insurance

1. The Cooperative Board shall contribute \$14,195 during the 2025-2026 school year, \$14,695 during the 2026-2027 school year and \$15,195 during the 2027-2028 school year for each full-time employee for health, dental, vision, and life insurance. Employees working at least half time, but less than full time, shall receive insurance contributions from the Board, on a prorated basis. All employees participating in the health insurance program, shall be able to use the remainder (if there is one) of the yearly benefit or prorated yearly benefit amount to supplement their Section 125 Plan, 403B Plan, and/or Health Savings Account (HSA).

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2. Employees who retire from the Cooperative will have the option of continuing to carry health insurance coverage through the Cooperative. The employee would pay all premiums.

3. Employees who opt out of the Cooperative health insurance plan will receive a contribution to supplement their Section 125 Plan, 403B Plan, and/or Health Savings Account (HSA) of half the amount that would have been contributed to their insurance benefit.

11.2 Section 125 plan

The Board shall provide employees with a section 125 Plan. The Board shall pay start-up fees and any monthly charges associated with the plan.

11.3 Change of insurance carriers

If the Board contemplates a change in insurance carriers, the Board shall consult with the Association prior to making a final decision.

Article XII COMPENSATION

12.1 Professional salaries

The salary schedule for professional employees, Appendix "A," lists the basic salary for 187 days.

12.2 Experience credit

Employees shall be allowed one (1) year of experience for each year of comparable, relevant experience outside the Cooperative. No more than twelve (12) years of experience outside the Cooperative shall be allowed for pay purposes. Individuals who have retired from this Cooperative may be re-hired and compensated based on the years of service they had when they retired.

12.3 Duty to provide transcript

At least two (2) weeks prior to the issuance of the first scheduled check, new employees must provide the Cooperative clerk with an official transcript showing the highest degree obtained.

12.4 Credit requirements for lane advancement

Fifteen (15) quarter hours or ten (10) semester hours or equivalent CEU's (15 CEU's = 1 semester credit) are required for one (1) lane advancement on the salary schedule. Credits for advancement on the salary schedule shall require prior approval of the Director.

CEU's acquired during contracted days will not be approved, unless staff has used personal leave for the training day(s). If a staff member pays for college or university credit from CHEA or USDE approved institution, they may apply such credit to lane change. Official documentation will be required for lane advancement.

Notification of intent to change lanes shall be given to the Director by May 1. Documentation of additional professional preparation, if sufficient to advance the employee's preparation status, shall be submitted to the Director not later than September 5. After June, 2001 only CEU's less than 5 years old will be considered in determining lane placement and advancement.

12.5 Step and lane changes

Employees shall receive step and lane changes to which they are entitled by virtue of length of service to the Cooperative and by virtue of accumulated academic credits. The number of lanes advanced per year is limited to a maximum of 2.

Full steps on the matrix will be awarded annually to staff who work 0.6 FTE or greater in the previous year. Staff who work less than 0.6 FTE will receive a step prorated by their FTE.

No advancement credits will be accepted for course work that is duplicative unless prior written approval has been granted by the Director.

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To qualify for advancement on the salary schedule, all college credits, including a Master's Degree, must be recognized either by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE).

To receive compensation for Master's Degree lane advancement, the degree must be in an area of study directly related to the employee's position.

12.6 Pay period

Employees may individually elect to receive their contract salary in ten (10) or twelve (12) equal payments. This election may be made one time each year during the first week of school. Payroll checks shall be issued on the fifth day of each month beginning in September. If the fifth falls on a day when school is not in session, employees shall receive their payroll checks on the last school day before the fifth.

12.7 Mileage

At the beginning of the contract year, every employee shall be assigned a "base school" from which mileage shall be computed. This is always the Co-op school nearest the employee's home. The base school shall remain the same for the entire contract year.

For employees who travel to more than one official destination, the Co-op shall reimburse either mileage beginning at the base school or the direct miles to the destination, whichever is smaller. For travel to each subsequent official destination that same day, the Co-op shall reimburse the employee based on a chart of distances between schools.

For staff who work exclusively at one school, travel to that school shall not be reimbursed. For staff working exclusively at one school, travel to other Co-op destinations will be reimbursed from that school using the standard chart of distances.

For all official use of an employee's automobile other than travel among Co-op schools, direct recorded mileage shall be reimbursed.

All travel between schools shall be logged using a standard chart of distances. This chart lists distances between schools in the Co-op. When the chart is compiled, tenths of miles shall be rounded to the next whole mile (less than .5 rounded down; .5 or higher rounded up). This shall also apply for direct recorded mileage.

Mileage shall be paid at no less than state rates in effect at the time the travel is taken.

12.8 Professional license fees

For all employees who use their certifications or licenses to generate third party funds for the benefit of the Cooperative, the Board agrees to pay the professional certification and licensure expenses that are above and beyond the basic requirements for working in the schools. This is limited to the following certifications and licenses: Certification of Clinical Competency (CCC), Licensed Clinical Professional Counselor (LCPC or LPC), Licensed Professional Social Worker (LPSW or LCSW), Certified Recreational Therapist (CRT), Occupational Therapist Registered – Licensed (OTR-L), Physical Therapist – Licensed.

12.9 Cell phones

Employees who are provided a cell phone for Cooperative business shall have the option to instead use their personal cell phone for Cooperative business and be compensated the accrued monthly amount of that benefit in a one-time payment at the end of the school year. An employee who chooses to use their personal cell phone for Cooperative business shall be required to give the Cooperative permission to access any business related information on their personal cell phone.

Article XIII

LEAVES for EMPLOYEES

13.1 Discretionary leave

A. Purpose and duration

1. Discretionary leave may be used for illness or personal business. Leaves of more than three (3) consecutive days or to extend holidays or breaks require prior approval of the Director. When an employee has used all thirteen (13) days of discretionary leave in one year, no further leaves for personal business will be granted or taken without prior approval of the Director. Any further discretionary leave granted beyond the thirteen (13) days will be unpaid leave. Discretionary leave for personal business may be used only upon the demonstration by the applicant of critical need during the closing two weeks of the school year as approved by the Director.

All leaves granted shall be in units of full days or half days.

Application of discretionary leave other than illness should be submitted to the Director as far in advance as possible, and it must be submitted at least forty-eight (48) hours before taking discretionary leave, except in the case of emergencies.

2. Certified 1.0 FTE employees shall be entitled to paid discretionary leave at the rate of thirteen (13) days per school year. Employees less than 1.0 FTE shall be entitled to a prorated portion of the thirteen (13) days of paid discretionary leave.

3. An employee's unused discretionary leave days shall be added to the accumulated sick leave at the end of each school year.

4. Immediate family shall consist of the employee's domestic partner, children, parents, grandparents, brothers and sisters, in-laws, and grandchildren, or like relatives of employee's domestic partner.

B. Buy back

When an employee (or the employee's beneficiary or estate) on the Specialist or Non-Specialist salary schedule with at least three (3) full years of employment (and who have not been terminated for cause as outlined in MCA 20-4-107) resigns, retires, loses a position due to a reduction in force, or dies, the employee shall be entitled to a cash payment at the rate of one quarter (1/4) of the employee's current daily salary for those accumulated sick leave days accrued. During an employee's final year of employment, the employee shall be entitled to a cash payment at the rate of one-half (1/2) of the employee's current daily salary for any unused discretionary leave up to thirteen (13) days (prorated according to FTE) that are accrued during that final school year.

Paraprofessionals unused sick leave shall be settled at the rate of 1/4 (25%) of the employee's current wage.

13.2 Family leave

A. Purpose

A family leave may be used because of the need to care for a newborn or newly-adopted child; or to care for a member of employee's family (as defined under §13.1.A above) who has a serious health condition; or to care for the employee's own serious health condition.

B. Duration

The length of the family leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee.

Family leave shall not exceed twelve calendar weeks per twelve (12) month period from the date the employee's family leave commences. This will be a rolling 12-month period measured backward from the date an employee uses FMLA leave (each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the immediately preceding 12 months).

The affected employee must use accumulated discretionary leave and sick leave pursuant to sections 13.1 and 13.2 concurrently with Family Medical Leave. If the employee has no such leave available this is unpaid leave. Any leave remaining needs to be used within the 12 months that the original FMLA occurred. Intermittent leave and exceptions to the twelve week limit will be at the discretion of the Director.

The amount of discretionary leave to be used for family leave purposes, as provided above, shall be left to the discretion of the affected employee.

C. Application

Request for family leave shall be filed with the Director and shall state the reason for leave, expected date of leave, and expected date of return. When the need is foreseeable, the affected employee shall notify the Director of his or her intention to commence leave three (3) months in advance. The affected employee shall notify the Director of his or her intention to return to work at least two (2) weeks before returning.

D. Employment rights

Employee's rights shall be retained during family leave.

An approved family leave shall not affect seniority or accrued benefits.

An employee who takes family leave shall be reinstated to the same or similar position as previously held, unless the employee's position has been eliminated through reduction in force.

An employee taking family leave shall continue to be covered by group insurance. The employer shall pay the contracted amount until the end of the school year or until termination of employment, whichever date is first.

13.3 Bereavement leave

Employees shall be entitled to a maximum of ten (10) compensated days as bereavement leave, not accumulative and not charged to discretionary leave. Bereavement shall be defined as a death within the employee's immediate family (as defined in §13.1.A above) or within the employee's household.

13.4 Accumulated sick leave

A. Accumulated sick leave

1. Accumulated Sick Leave cannot be used until a minimum of ten (10) days of an employee's annual Discretionary Leave allotment has been exhausted. Sick leave days that exceed ten (10) days of annual Discretionary Leave shall be deducted from the Accumulated Sick Leave days credited to the employee.

2. Accumulated Sick Leave shall be used for absences due to illness or injury which prevent an employee's attendance and/or performance of duties at school. Sick leave may also be taken for the serious illness of members of the immediate family which shall consist of the employee's domestic partner, children, parents, grandparents, brothers and sisters, in-laws, and grandchildren, or like relatives of employee's domestic partner. Serious illness is defined as illness that requires doctor's care and/or adult care and covers transporting of members of immediate family to the doctor or hospital.

3. The Board shall notify each employee in writing, at least annually, the number of Accumulated Sick Leave days accrued.

4. Accumulated Sick Leave may accumulate to a total of one hundred and ten (110) days.

B. Duration

1. Paraprofessionals are eligible for all benefits, including sick leave and vacation pay, offered by state law for public employees.

C. Extensions

1. Sick leave bank

Employees who have exhausted their Discretionary Leave and their Accumulated Sick Leave may apply to the sick leave bank. Use of sick leave days from the bank shall be approved by a committee consisting of the Director and one person appointed by the Association.

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The Board shall provide twenty (20) days per year, non-accumulative, into the sick leave bank. Each employee shall be allowed to contribute two (2) sick leave days per year if the twenty (20) days contributed by the Board have been used.

Employees who contribute sick leave days to the bank shall sign a form provided by the Cooperative which deducts up to two (2) days from their discretionary leave and contributes those days to the bank. Days donated shall be utilized in the order they are given. Donated days that are not used shall be returned to the individual contributors.

13.5 Professional leave

The Board and the Association recognize the value of employee participation in professionally relevant workshops, training, and professional conferences.

When the Director approves requests to attend a workshop, training program, or conference, the Board may reimburse employees for travel and expenses in accordance with policies adopted by the Board. If funds are not available, employees may pay part or full expenses of approved leaves. If the Board requires attendance at a workshop, training program or conference, the Board shall fully reimburse employees for their lodging, conference fees and expenses related directly to conference participation.

13.6 Leave for civic duties

Employee leave for jury duty, court appearances, and military leave shall be in accordance with state law. Employee compensation for jury duty and military leave shall be in accordance with statute.

Leave for public office shall be in accordance with statute. Leave granted to occupy a public office is unpaid.

Article XIV

PROFESSIONAL DUES and FEES: PAYROLL DEDUCTIONS

14.1 Dues deductions authorized

The Board agrees to deduct in ten (10) or twelve (12) equal installments from the salaries of all employees such monies for membership in the Association as authorized by the individual members of the bargaining unit. Non-members of the Association may authorize the deduction of the professional representation fee in this manner.

14.2 Notification and transmittal of monies

All fees deducted by the Board as authorized above, shall be transmitted to the Association on a monthly basis and no later than ten (10) working days following actual deduction.

14.3 Other payroll deductions

Upon written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for any plans and programs approved by the Association and the Board.

Article XV

TERM of AGREEMENT

This Agreement shall become effective on July 1, 2025 and remain in force and effect through June 30, 2028. If either party elects to modify or amend this Agreement for future years, it shall notify the other party in writing not later than the first (1st) day of February of any year in which this Agreement is due to expire. If such notice is given by either party, negotiations shall commence within thirty (30) days of such notice at a time and date which is mutually agreeable to the parties.

Negotiated Agreement: July 1, 2025 to June 30, 2028

SIGNATURE PAGE

IN WITNESS WHEREOF, we have hereto set our hands on this ____ day of May, 2025.

YELLOWSTONE-WEST/ CARBON
COUNTY SPECIAL SERVICES
COOPERATIVE

Chairperson

Attest

SPECIAL SERVICES EDUCATION
ASSOCIATION

President

Attest

Appendix A
CERTIFIED/LICENSED EMPLOYEES' SALARY SCHEDULE

SSEA Negotiated 2025-2026 Salary Schedule

Step	Lane 1	Lane 2	Lane 3
	Bachelors	Masters	Licensed and Psych
1	\$41,615	\$42,311	\$60,005
2	\$42,615	\$43,511	\$61,505
3	\$43,615	\$44,711	\$63,005
4	\$44,615	\$45,911	\$64,505
5	\$45,615	\$47,111	\$66,005
6	\$46,615	\$48,311	\$67,505
7	\$47,615	\$49,511	\$69,005
8	\$48,615	\$50,711	\$70,505
9	\$49,615	\$51,911	\$72,005
10	\$50,615	\$53,111	\$73,505
11	\$51,615	\$54,311	\$75,005
12	\$52,615	\$55,511	\$76,505
13	\$53,615	\$56,711	\$78,005
14	\$54,615	\$57,911	\$79,505
15	\$55,615	\$59,111	\$81,005
16	\$56,615	\$60,311	\$82,505
17	\$57,615	\$61,511	\$84,005
18	\$58,615	\$62,711	\$85,505
19	\$59,615	\$63,911	\$87,005
20	\$60,615	\$65,111	\$88,505
21	\$61,615	\$66,311	\$90,005

* Employees with a Doctorate Degree in an area of study directly related to the employee's position will receive a \$1,200 stipend per school year.

** For the 2025-2026 school year, a stipend in the amount of \$1,500 will be granted to employees in lanes 2 and 3 who, based on years of experience, will not earn a step on the salary schedule. For the 2026-2027 school year and the 2027-2028 school year, a stipend in the amount of \$1,500 will be granted to employees in all lanes who, based on years of experience, will not earn a step on the salary schedule.

***Steps in lane 1 are \$1,000. Steps in lane 2 are \$1,200. Steps in lane 3 are \$1,500.

**** Salary will be the placement on the salary matrix OR 11X the QEP OR 62% of the average employee salary, whichever is greatest in compliance with the STARS Act, as defined in 20-9-324, MCA.

Appendix A CERTIFIED/LICENSED EMPLOYEES' SALARY SCHEDULE

SSEA Negotiated 2026-2027 Salary Schedule

Step	Lane 1	Lane 2	Lane 3
	Bachelors	Masters	Licensed and Psych
1	\$42,615	\$43,511	\$61,505
2	\$43,615	\$44,711	\$63,005
3	\$44,615	\$45,911	\$64,505
4	\$45,615	\$47,111	\$66,005
5	\$46,615	\$48,311	\$67,505
6	\$47,615	\$49,511	\$69,005
7	\$48,615	\$50,711	\$70,505
8	\$49,615	\$51,911	\$72,005
9	\$50,615	\$53,111	\$73,505
10	\$51,615	\$54,311	\$75,005
11	\$52,615	\$55,511	\$76,505
12	\$53,615	\$56,711	\$78,005
13	\$54,615	\$57,911	\$79,505
14	\$55,615	\$59,111	\$81,005
15	\$56,615	\$60,311	\$82,505
16	\$57,615	\$61,511	\$84,005
17	\$58,615	\$62,711	\$85,505
18	\$59,615	\$63,911	\$87,005
19	\$60,615	\$65,111	\$88,505
20	\$61,615	\$66,311	\$90,005
21	\$62,615	\$67,511	\$91,505

* Employees with a Doctorate Degree in an area of study directly related to the employee's position will receive a \$1,200 stipend per school year.

** For the 2025-2026 school year, a stipend in the amount of \$1,500 will be granted to employees in lanes 2 and 3 who, based on years of experience, will not earn a step on the salary schedule. For the 2026-2027 school year and the 2027-2028 school year, a stipend in the amount of \$1,500 will be granted to employees in all lanes who, based on years of experience, will not earn a step on the salary schedule.

***Steps in lane 1 are \$1,000. Steps in lane 2 are \$1,200. Steps in lane 3 are \$1,500.

**** Salary will be the placement on the salary matrix OR 11X the QEP OR 64% of the average employee salary, whichever is greatest in compliance with the STARS Act, as defined in 20-9-324, MCA.

Appendix A
CERTIFIED/LICENSED EMPLOYEES' SALARY SCHEDULE

SSEA Negotiated 2027-2028 Salary Schedule

Step	Lane 1	Lane 2	Lane 3
	Bachelors	Masters	Licensed and Psych
1	\$43,615	\$44,711	\$63,005
2	\$44,615	\$45,911	\$64,505
3	\$45,615	\$47,111	\$66,005
4	\$46,615	\$48,311	\$67,505
5	\$47,615	\$49,511	\$69,005
6	\$48,615	\$50,711	\$70,505
7	\$49,615	\$51,911	\$72,005
8	\$50,615	\$53,111	\$73,505
9	\$51,615	\$54,311	\$75,005
10	\$52,615	\$55,511	\$76,505
11	\$53,615	\$56,711	\$78,005
12	\$54,615	\$57,911	\$79,505
13	\$55,615	\$59,111	\$81,005
14	\$56,615	\$60,311	\$82,505
15	\$57,615	\$61,511	\$84,005
16	\$58,615	\$62,711	\$85,505
17	\$59,615	\$63,911	\$87,005
18	\$60,615	\$65,111	\$88,505
19	\$61,615	\$66,311	\$90,005
20	\$62,615	\$67,511	\$91,505
21	\$63,615	\$68,711	\$93,005

* Employees with a Doctorate Degree in an area of study directly related to the employee's position will receive a \$1,200 stipend per school year.

** For the 2025-2026 school year, a stipend in the amount of \$1,500 will be granted to employees in lanes 2 and 3 who, based on years of experience, will not earn a step on the salary schedule. For the 2026-2027 school year and the 2027-2028 school year, a stipend in the amount of \$1,500 will be granted to employees in all lanes who, based on years of experience, will not earn a step on the salary schedule.

***Steps in lane 1 are \$1,000. Steps in lane 2 are \$1,200. Steps in lane 3 are \$1,500.

**** Salary will be the placement on the salary matrix OR 11X the QEP OR 66% of the average employee salary, whichever is greatest in compliance with the STARS Act, as defined in 20-9-324, MCA.