Master Contract

2026-2027

White Sulphur Springs Public Schools

and

White Sulphur Springs Education Association

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AGREEMENT

This agreement entered into this 19th Day of May, 2026 by and between the Board of Trustees, School District Number 8, White Sulphur Springs, Montana, hereinafter called the Board, and the White Sulphur Springs Education Association, hereafter called the Association.

ARTICLE 1: Recognition

1.1 The Board hereby recognizes the White Sulphur Springs Education Association, affiliated with the Montana Federation of Public Employees and the National Education Association, as the exclusive and sole representative for collective bargaining concerning the terms and conditions of professional service for all personnel certified in Class 1, 2, 4, 5, 6 or 7 as provided in Section 20-4-106, M.C.A., or otherwise licensed or authorized by an agency or board of the State of Montana to provide professional services in contact with students or other services of a professional nature.

1.2 Unless otherwise indicated the term "teacher," when used hereinafter in this Agreement shall refer to all professional employees recognized in 1.1 above.

1.3 Hereinafter the Association refers specifically to the White Sulphur Springs Education Association unless otherwise stated.

ARTICLE 2: Association and Teacher Rights

2.1 Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under Montana laws or other applicable laws or regulations. However, those matters covered in Article 2.2 shall be decided by the grievance procedure or the court system, but not both, unless the arbitrator's decision has in any way been influenced by criminal action or is deemed contrary to existing law.

2.2 No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Nothing contained herein shall be construed to include the application of Article 2.2 to extracurricular activities. It is expressly provided, however, that nothing contained in this paragraph shall affect the right of the Board to discharge non-tenured teachers pursuant to the laws of the State of Montana.

2.3 The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of this district, including, but not limited to: annual financial reports, and audits, current register of certified personnel, tentative budgetary requirements and allocations, agendas and

minutes of the Board meetings, census data, names and current addresses of all teachers, and such other information that will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. The Association in turn will make available such information to the Board.

2.4 Representatives of the Association will be permitted to transact official Association business on school property and at all reasonable times provided that this shall not interfere with or interrupt normal school operations, at the discretion of the superintendent.

2.5 The Association shall have the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and any damages done to any equipment.

2.6 The Association shall have the right to use intra-school mail facilities and school mail boxes.

2.7 Personnel File: Materials (letters of reprimand, evaluations, letters of commendation, etc.) to be placed in the teacher's permanent file shall be discussed between the teacher and the administrator and shall be signed by the teacher to signify his/her notification that the item will be placed in the file. The teacher shall be provided a thirty (30) calendar day opportunity to write a rebuttal to the material being placed in the file. The teacher shall receive a copy of the final document.

ARTICLE 3: Rights of the Board

3.1 The Association recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public, all operations and activities of the school district to the full extent authorized by law. However, those matters covered in Article 2.2 shall be decided by the grievance procedure or the court system but not both, unless the arbitrator's decision has in any way been influenced by criminal action or is deemed contrary to existing law.

ARTICLE 4: Negotiations Procedure

4.1 Collective bargaining shall be carried out in accordance with section 39-31-301 through 39-31-311, M.C.A., known as the Montana Public Employees Collective Bargaining Law, and the rules and regulations of the Board of Personnel Appeals as published in the Administrative Rules of Montana, Title 24, Chapter 26.

ARTICLE 5: Grievance Procedure

5.1 Definitions

a. Grievance - A grievance is a dispute concerning the interpretation, enforcement or application of this agreement.

5.2 Representation

a. Either party is entitled to be represented by counsel or other representatives.

5.3 Grievance Procedure

a. First Step

The grieving parties shall first contact the Superintendent or the Association, whatever the case may be to settle the dispute.

b. Second Step

If the dispute cannot be settled in the first step, within five (5) days, the grieving parties shall notify the Chairperson of the School Board or the President of the Association in writing, whatever the case maybe, that there is a dispute and the nature of the dispute. The Chairperson of the School Board shall then notify the full School Board, or the President of the Association shall notify the Association, whatever the case may be, and the School Board and/or its Representative or the Association and/or its Representative whatever the case may be, shall hear the grievance within seven (7) days after the President or Chairman of the Association or Board has been notified.

c. Third Step

In the event that either party is dissatisfied with the results reached in the second step, or if the grievance has not been heard with in the time allocated, then the matter should be submitted to final and binding arbitration, in the following manner:

1. A petition for arbitration shall be signed by the moving party setting forth the nature of the grievance. It shall be served within seven (7) days to the Chairman of the School Board or the President of the Association, whatever the case be, who will notify the full School Board or the Association, as the case may be.
2. The School Board and the Association shall each appoint a representative to the Arbitration Committee within Twenty (20) days. Those representatives will then appoint a disinterested third party to be mutually agreed upon.
3. The Arbitration Board's written decision shall be final and binding after a majority vote.
4. In the event a disinterested party cannot be agreed upon by the representative of the Board and the Association within five (5) days after being appointed the moving party, within seven (7) days, may request that the Board of Personnel Appeals of the State of Montana be called upon to submit a list of five persons to the Arbitration Board or lose his/her right of appeal. The Board Representative and the Association Representative shall be entitled to strike two names from the list in alternate order and the name remaining shall be the

disinterested party. The Arbitration Board shall then proceed immediately into the hearing of the grievance. The award of determination, when signed by a majority of the Arbitration Board, shall be final and binding.

5. The fees and expenses of the disinterested party of the Arbitration Board and other joint costs of the arbitration shall be shared jointly and equally by the parties. The Arbitration Board shall not have the power to add to or detract from or modify from or modify the terms of this agreement. However, nothing shall be construed herein to prohibit the Arbitration Board from making a decision pertaining to the interpretation of this agreement. Only that evidence submitted by the School District and the Association at step two may be presented for consideration at step three. This restriction does not apply to any information requested by the Arbitration Board. (If the parties wish to submit the matter to final and binding arbitration by the disinterested party only, the obvious parts of the above steps could be omitted and the parties could simply strike from the list provided by the Board of Personnel Appeals, as presently maybe done under the Collective Bargaining Law.)
6. Time is of the essence in this grievance procedure. However, the parties by their mutual consent, in writing, may extend the time limits set forth herein.
7. A grievance involving wages must be raised within fifteen (15) calendar days following the event giving rise to such grievance or be forever waived. Any other grievance must be raised within twenty (20) calendar days following the event giving rise to the grievance or be forever waived for the purpose of this grievance procedure.

ARTICLE 6: Teacher Absences

6.1 Discretionary Leave

a. Each full time equivalent teacher will be granted one full day of discretionary leave for every 14 contracted days per year. For the 2026-2027 school year there will be twelve (12) discretionary leave days per full-time equivalent teacher. Teachers employed less than full-time will receive discretionary leave pro-rated according to their FTE as stated in the individual teaching contract. Each day of absence for the teacher will count as 1.0 day. When absent less than one day, discretionary leave will be taken hourly. This leave will cover all leaves with pay except professional leave, emergency leave, and RIF leave. Professional leave will be granted at the discretion of the superintendent. Professional leave in excess of five (5) days shall require Board approval.

b. Accumulated sick leave may be used after 6 non-consecutive days of discretionary leave have been used. Proper medical documentation will be required. Discretionary leave totaling 6 non-consecutive days must be used before maternity or accumulated sick leave may be accessed.

c. At the end of the year, any unused days of the current year earned discretionary leave days will be added to the accumulated sick leave. The maximum number of days to be accumulated will be 160.

d. Accumulated sick leave may be used for an employee's mental or physical illness, injury or health condition; preventative care such as medical, dental or optical appointments and/or treatment; care of an immediate family member with an illness, injury, health condition, preventative care or for an immediate family member's care in the event of death of a family member. Proper medical documentation or proof of death will be required.

"Immediate family" is defined as the employee's spouse, parents (including in-laws) and children through age 18 or through age 25 if full time students. (If further definition is needed, reference is made to the Family and Medical Leave Act.) Spouse means husband or wife where married, including in a common law marriage or same-sex marriage.

e. No more than 3 certified teachers may take discretionary leave at any one time with consideration for extenuating circumstances. Requests shall be filled on a first come first-serve basis. A written absence request form for discretionary leave must be submitted to the building principal at least two (2) days prior to the day(s) of absence. If the teacher is unable to submit a leave request in a timely manner, such leave request may be granted or denied at the building principal's discretion. Those utilizing the discretionary leave days for legitimate medical leave reasons are not subject to this restriction. No more than 5 discretionary days can be used consecutively without medical documentation in support of the leave. Should special circumstances arise, and subs be available, administration may, at their discretion, extend beyond the 3 certified teachers cap in this section.

f. Unless required for unanticipated medical or emergency reasons, discretionary leave may not be used during the first five (5) and last five (5) days of student attendance of the school year. Leave will not be granted on a PIR day. The day before or after a holiday will need prior administrative approval, with a 2-employee maximum on these days.

g. The total of unused discretionary leave days shall be listed on the itemized salary statement that accompanies the warrant each month.

h. Unused, accumulated sick leave will be "bought back" from the individual tenured teacher at the time of his or her termination from the school district at a rate of 1/4 of the current daily rate of pay.

Pay Out = ¼(Number of Days Accumulated X Current Daily Rate of Pay)

Any member who willfully terminates employment during the term of his/her contract shall forfeit entitlement to payment of discretionary leave.

i. At the end of each school year, any days of accumulated sick leave in excess of 160 shall be "bought back" by the district at the same rate as listed in section h. If notification of intent to terminate occurs after May 1, the district may delay payment until the regular July board meeting of that year.

j. Any temporary medical condition that requires an absence of five (5) or more consecutive days or a total of ten (10) or more total school days must be verified in writing by the physician of record. Such a written statement shall specify the probable length of time required for the individual to recover from the temporary disability to the point where he or she is capable of resuming full performance of teaching duties and responsibilities.

k. In cases of suspected abuse, the administration may require a doctor's statement of illness.

l. A teacher who is unable to teach because of illness or disability and who has exhausted all leave days available, shall either request days from the sick leave bank, if he/she is a member, or be granted a leave of absence without salary for the duration of the illness or disability or for one year, whichever is less.

m. For any deviation from regulations set forth herein, the Board of Trustees must give prior approval.

It is understood and agreed that no payment will be made at the time of termination or at any other time for unused leave except as specifically noted in this Agreement.

6.2 Sick Leave Bank:

Purpose:

The purpose of the sick leave bank shall be to provide certified employees who qualify by membership in the bank and have depleted all their leave (sick, discretionary, emergency, etc.) with additional sick leave days needed to recover from major illness or injury, which causes absence from work and loss of pay.

The Sick Leave Bank can be utilized for the teacher's immediate family defined as their spouse, child, parent or guardian.

Administration:

The Sick Leave Bank shall be administrated by the Sick Leave Council in conformance with the regulations set forth in this agreement.

The Sick Leave Council shall be composed of one (1) Board Member, two (2) teachers appointed by WSSEA, and one (1) administrator.

The Council shall review and/or revise the guidelines as needed, rules, regulations, and reporting procedures necessary to implement the Sick Leave Bank.

The guidelines, rules, and regulations shall be subject to the approval of the Board of Trustees and the WSSEA.

Days granted by the council are on an "as needed" basis, up to the maximum number of days granted.

Eligibility:

Certified WSS School District staff who have one (1) day of sick leave shall be eligible for membership of the Sick Leave Bank.

Membership and Enrollment:

To enroll in and utilize the Sick Leave Bank, any newly hired teacher or teacher not previously enrolled must donate one (1) sick day during the designated open enrollment period to be considered a member.

Teachers who were members in the previous school year shall be considered continuing members and shall remain eligible to utilize the Sick Leave Bank in the current school year without an additional donation, provided the Bank is at or above maximum capacity.

The enrollment period shall be from May 1 through September 30 each year. The sick leave bank donation form for enrollment will be attached to each offered CBA.

Compensation and Employment Benefits:

The employees must donate one (1) day of sick leave to the Bank during the enrollment period to become a member, and (1) day of sick leave every following year to continue membership.

Forms authorizing the donation of sick leave days must be signed and turned in to the District office before the employee becomes a member of the Bank.

Days donated to the Sick Leave Bank shall be non-returnable to the donor as accumulated sick leave in the event of loss of Bank membership or separation or transfer from the District.

Maximum Capacity:

The Sick Leave Bank shall maintain a maximum capacity of 160 days.

If the Bank has reached maximum capacity, additional contributions from new enrollees during the open enrollment period may be accepted, and the Bank may temporarily exceed the maximum capacity for that school year to allow for new membership.

Maximum Withdrawal:

The maximum number of days that shall be available for withdrawal for all eligible employees' use in any one (1) year shall not exceed the Banks maximum capacity.

The Sick Leave Bank shall not be used for maternity leave unless severe complications exist during pregnancy, delivery, or recovery.

Regulations:

The employee, or his/her designated person when the employee is incapable, shall secure written evidence from the School District's business office that:

a. All accumulated leave (sick, personal, emergency, etc.) have been used.
b. The employee, or the designee when the employee is incapable, shall secure written proof from a medical doctor of illness or injury adequate to protect the District against malingering and false claims of illness.

c. The employee, or the designee, when employee is incapable, shall submit a written request for the desired number of days to the Sick Leave Council. The request shall include reasons for the absence and be accompanied by the support documents listed above.
d. The employee, or designee, when the employee is incapable, shall secure written notice of the employee's "back to work" date. Also, if return to work shall be on a part-time basis, this must be specifically noted as well as any subsequent visits to the doctor's office or medical facility during school hours.
e. The Sick Leave Council shall make final approval or disapproval of the request in full or part in writing to the employee within five (5) working days of the receipt of their request and support documents.
f. Grants will normally be retroactive. However, the Sick Leave Council may grant days in advance when the need is supported by appropriate medical evidence.

Due Process:

Each member of the Sick Leave Bank has been guaranteed and afforded "Due Process".

6.3 Emergency Leave:
Each teacher is entitled to five (5) days of paid emergency leave per year. This leave is non-accumulative and must relate to sudden, serious illness, accident or bereavement arising with the teacher or extended family. Leave for the death of a significant community member will be determined by the Board Chair. In addition, serious weather-related situations or uncommon cases, where school closure is warranted, may be approved for emergency leave as determined by Administration. Any remaining emergency leave days at the end of the school year will be converted to sick leave at the rate of 40% of the unused days.

6.4 Professional Leave:
One person may be allowed one (1) day of paid leave to attend the spring MFPE Delegate Assembly. The substitute is to be paid for by the WSSEA. The Trustees may, through the superintendent, release teachers to attend workshops, conventions, seminars, etc. without the loss of pay.

6.5 Sabbatical Leave:
After five (5) years of successful teaching, non-paid sabbatical leave limited to one full school year, may be granted upon application and approval by the School Board to engage in full-time study or other professionally advantageous activity. At the end of the sabbatical, the teacher will be re-employed by the Board at the same experience step at which he or she left.

The education step will be adjusted. The teacher must return to the district for a period of two (2) years.

6.6 Maternity Leave:
A pregnant employee or expectant parent may request a leave of absence for the pregnancy, any childbirth health condition, care of the newborn, and care of a child upon adoption approval. The teacher may use all their discretionary leave, accumulated sick leave, and unpaid leave for up to twelve (12) weeks. Accumulated personal sick leave may be accessed after 6 discretionary days have been used. If known, employees shall notify their supervisor of the anticipated dates of absence and the proposed leave types. When dates are not known, employees shall notify their supervisor as soon as practical. **Refer to the Family Leave Act of 2009 (Title 29, Part 825) for secondary consideration that provides for up to twelve (12) weeks of unpaid maternity leave.**

6.7 RIF Leave:
An employee who is subject to a reduction in force shall be entitled to five (5) instructional days of paid leave with an additional five (5) instructional days paid leave upon the discretion of the administration for purposes of seeking other employment. A written absence request form for reduction in force leave must be submitted to the building principal two (2) days prior to the day of absence.

6.8 A teacher called to military service shall be granted leave pursuant to State and or Federal law.

6.9 A teacher called to appear for jury duty or subpoenaed will not lose compensation for performance of such obligation but will be required to consign any monetary compensation received to the school district. This provision shall not be construed to include in any manner or form of the following: Negotiations, fact findings, arbitration, impasse or grievance.

6.10 Release clause for emergency service personnel. Realizing that our emergency service personnel is staffed by volunteers, and when called, there is no guarantee as to the number of people who may respond, it is vital that all members respond. In this light the district will allow a teacher to leave the building to answer a fire call without loss of pay if provisions have been made to cover the supervision of students in the teachers care. The teacher shall return to finish his duties as soon as he is no longer needed.

ARTICLE 7: Professional Growth

7.1 Each teacher must keep their teacher certificate current according to OPI Educator License renewal requirements to be eligible for continued vertical advancement on the salary schedule and continued employment.

7.2 The Board will reimburse one hundred ($100) dollars per credit for a maximum of two (2) credits every five (5) years. The credits must be in the appropriate teaching field and pertinent to the current curriculum and approved by the Superintendent. Notification of intent must be given in writing by April 10th of the school year prior.

7.3 A $500 stipend per year will be paid to teachers who provide documentation to the District of receipt of certification from National Board of Professional Teaching Standards.

Teachers who hold a certificate from the National Board of Professional Teaching Standards are eligible for a stipend from the State of Montana in accordance with Section 20-4-134, MCA.

ARTICLE 8: Health Insurance

8.1 The school district shall contribute a sum of the highest premium for individual coverage for a full-time teacher employed by the school district's health and hospitalization plan for the current school year. Additional costs beyond the premium will be at the responsibility of the employee and paid by payroll deduction if the teacher chooses additional coverage.

8.2 The teachers have the right to help select the group carrier.

8.3 Teacher participation in the group plan is voluntary.

ARTICLE 9: Work Load and Preparation

9.1 Normal workloads will be determined for classroom teachers by the school administration. "Standards for Accreditation of Montana Schools" (2nd edition) shall be used as minimum standards.

9.2 Additional assistance of a qualified teacher's aide will be provided for teachers whose duties are in excess of normal workloads. The teachers will assign duties and supervise the aide in the classroom.

9.3 The board recognizes the value of a planning period for improving the educational climate. The intent of the planning period is to provide a period of time to the teacher for lesson planning, meeting with individual students, professional reading, visiting other classes, or engaging in activities that will improve teacher performance.

All teachers from grades 7-12 will have at least one period daily in addition to their lunch period, free for planning or other professional activities during the hours of student attendance.

All teachers from grades K-6 will have at least one period daily equivalent to a 7-12 class period, in addition to their lunch period, free for planning or other professional activities during the hours of student attendance. Professionals teaching various subjects such as P.E., music, library, computer, art, and counseling will provide elementary prep.

9.4 a. If it is necessary for a teacher in grades K-12 to teach during his/her preparation period for an extended time (the rest of the current semester or school year). Said teacher will be compensated pro-rata periods in the day of his/her base contract salary. Upon agreement of the teacher and administration

b. Compensation will be awarded to a teacher who "Substitutes" for another during their prep/plan period in the form of additional non-accumulated discretionary leave.

Period substitutions should exchange at a 1:1 for teachers working as subs during their prep time. Any time spent substituting in this regard will be calculated in minutes. I.e. If a teacher subs for a 30-minute special the teacher is credited with 30 minutes (not a period). Any amount of time resulting in a partial day will count toward compensation. Payment for this earned discretionary day(s) will be at year end if the discretionary day(s) has not been used and at certified substitute wages.

c. Exclusions: Time will not be credited for special school functions or events; (i.e.... parades, pep rallies, assemblies, or other school activities.) Administration will make the final determination on these situations.

9.5 If it is necessary for a teacher in grades K-6 to teach in a combination room, said teacher will be compensated his/her base contract salary plus 1/6 of said salary.

9.6 Professional Leave for Special Education Teachers

One scheduled day for each certified special education teacher for paperwork purposes, including but not limited to IEP, Progress Monitoring, and Evaluation Reports with scheduling subject to superintendents' discretion, at the end of each semester will be exchanged for one discretionary day.

ARTICLE 10:Reduction in Force

10.1 Conditions of Layoff or Reduction in Force
The Board has the exclusive authority to determine the appropriate number of certified employees. The reduction in certified employees, other than administrators, will be done through normal attrition if possible. If normal attrition does not meet the necessary reduction in force required, the Board may terminate certified employees. If after normal attrition has failed to meet the necessary reduction in force and the

Board has determined which positions shall be eliminated the following procedure shall be used.

10.2 Notification of Layoff or Reduction in Force

a. In the event that the Board anticipates a layoff of employees, the Board will notify the Association no later than the first Wednesday after school election in May.

b. Any employee who is to be laid off will be so notified in writing no later than thirty (30) days after notification to the Association. Such notice will include the proposed time schedule, the reasons for the proposed action and a listing of all other positions which the employee is or may be qualified to fill within the district.

10.3 Layoff or Reduction in Force Procedure

a. Employees shall be laid off in accordance with the procedures forth herein:

1. If a position is to be eliminated, the Board shall give notification of layoff to the least senior employee in that position in accordance with Article 10.2.

   At the employee's option, an employee laid off has the right to displace any less senior employee whose work he or she is certified to perform. If the employee chooses not to exercise this right of displacement, he or she will be afforded layoff benefits otherwise provided herein.

2. Written notice of intent to exercise this right of displacement must be given to the superintendent, with a copy to the Association, within five (5) working days after employee is notified of layoff. Within three (3) days after the employee gives such notification, the superintendent will notify the less senior employee that he or she is to be displaced.

3. An employee who displaces another employee will be placed on the proper step of the salary schedule according to his or her experience and education, and with accrued benefits.

4. An employee who is to be displaced pursuant to this sub-section will have the same displacement rights vis-à-vis less senior employees as an employee who is to be laid off pursuant to Sub-section 2 above.

10.4 Seniority

a. For purposes of this Article, seniority will be computed from an employee's most recent date of hire in the bargaining unit. Seniority will continue to accrue during part-time or job-sharing employment periods and during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or

employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority.

b. When seniority is equal between or among employees, ranking those employees shall be determined by preparation level as indicated by current placement on salary schedule. When seniority and preparation level is equal between or among employees, ranking of those employees shall be determined by experience level (high school experience for high school positions, etc.). When seniority, preparation level and experience level is equal between or among employees, ranking of those employees shall be determined by the drawing of lots.

c. As indicated in Article 2.3, the superintendent will provide the Association with a list showing the seniority of each employee employed by the Board, when requested, their areas of certification and endorsement and listing of current course assignments.

10.5 Recall Procedure

a. Whenever there is a vacancy or anticipated vacancy in a teaching position, laid-off employees who are certified to perform the work in question will be recalled in order of seniority. No new certified employees shall be employed by the Board while there are employees on layoff, unless none of the employees on layoff is certified to fill the position in question.

If a laid-off employee has displaced another employee or has been recalled to a position other than that held immediately prior to layoff, the employee will remain eligible for recall in accordance with the provisions of this Article.

b. Notice of recall will be given by registered mail and e-mail to the last personal address given to the Board by an employee. A copy of the notice of recall will be given to the Association. If an employee fails to respond within ten (10) calendar days after receipt of the above notice or recall, the employee will be deemed to have refused the position offered.

c. An employee who is laid off will remain on the recall list for two (2) years after the effective date of layoff unless the employee:

1. Waives recall rights in writing;

2. Resigns;

3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position;

4. Fails to report to work in a position that he or she has accepted unless such employee is sick or injured in which case the employee shall notify the district immediately.

10.6 Layoff Benefits

a. An employee who is subject to a reduction in force shall be entitled to five (5) days of paid leave with an additional five (5) days paid leave upon the discretion of the administration for purposes of seeking other employment. A written absence request form for reduction in force leave must be submitted to the building principal two (2) days prior to the day of absence. While on layoff, an employee will have the option to remain enrolled in all employment related or contractually specified insurance programs (COBRA – Consolidation Omnibus Budget Reconciliation Act of 1985) at the expense of the employee.

b. A position of substitute employee shall be offered to employees on layoff.

c. All benefits to which employees were entitled at the time of their layoff, including tenure or tenure track, unused accumulated sick leave and credits towards sabbatical eligibility, will be restored to them upon returning to active employment and they will be placed on the proper step of the salary schedule for their current position according to their experience and education.

d. Notwithstanding any other provision in the Agreement, no vacancy in a bargaining unit position will be filled by the Board, and no work previously performed by employees in the bargaining unit (teaching) shall be performed by any other person, until the procedures set forth in this Article have been complied with.

ARTICLE 11: Class and Activity Sponsors

11.1 Class sponsors are appointed by administrators. Any activity being sponsored by a class must first receive approval from the sponsor before the administration is approached. Junior and senior sponsors are to be compensated at the rate of .0076 times the base salary. Sponsors are responsible for providing adequate supervision over students during activities. Providing adequate supervision shall include arranging for properly trained adult supervision of the activity in the sponsors' absence.

ARTICLE 12: Duty Free Lunch Period

12.1 All teachers shall have an uninterrupted daily duty-free lunch period.

12.2 The lunch period for all teachers shall be no less than 30 minutes. Teachers may exchange duties.

12.3 Teachers shall be permitted to leave the building during their lunch period.

ARTICLE 13: Professional Compensation

13.1 The basic salaries of teachers covered by this agreement are set forth in the Appendix which is attached to this agreement. Such salary schedule shall remain in effect during the duration of this agreement.

13.2 Previous experience will be recognized as follows: full credit, not to exceed step 7, column MA.

a. Personnel employed in the Trade and Industrial, Auto Mechanics and Metal shop fields, will be allowed to substitute field experience for teaching experience at the ration of two (2) years field experience to one (1) year of teaching experience. Credit is not to exceed five (5) years.

13.3 Personnel employed for more than the contract period shall be paid on quantum merit (according to time and work required.)

13.4 Horizontal movement on the salary schedule.

a. In order for a teacher to qualify for steps beyond the B.A. Level:

1. The teacher must notify the superintendent in writing of intention to earn credit for horizontal movement on the salary schedule by April 10th of the preceding year.

   All credits for horizontal advancement must be earned and approved by the superintendent prior to the beginning of school. Only credits relating to the teaching fields will be approved.

2. A minimum of fifteen (15) quarter hours or ten (10) semester hours must be earned for the teacher to qualify for advancement. Partial 0s are not allowed.

3. Advancement on the salary schedule will be allowed at the beginning of the school year. However, if proof of eligibility (an unofficial transcript) is not submitted by October 15, the salary will be reduced to previous horizontal step and salary already paid for advancement will be deducted from October check.

b. In moving from one preparation column to another, a teacher will move to the next column and down one step (i.e., a teacher with a B.A. + 1 quarter and 5 years experience will, on obtaining an additional quarter of preparation, move to the B.A. +2 quarters column at the 6th step).

13.5 a. Each teacher will receive his/her contract salary in twelve (12) payments.

b. Payroll check shall be issued the 20th day of each month. If the 20th falls on a day when school is not in session, teachers shall receive their payroll

checks on the last previous day that school is in session. Checks will be distributed from the office of the teacher's building.

c. In case of an individual teacher's absences on payday, that teacher may designate in writing another person to receive his/her paycheck.

13.6 Teachers may have IRS approved tax sheltered annuities taken out of their salaries via payroll deductions after satisfactory proof has been presented to the clerk. A maximum of eight (8) companies will be approved by the Board of Trustees.

13.7 Monies made available to the district by a college or university for placing student teachers shall be paid to the supervising teacher.

13.8 Previous educational attainment will be recognized as follows: Only credits beyond a B.A .or B.S. considered by the Board as applicable to the position for which a teacher is hired will be counted for salary purposes. This item pertains to hiring only and does not pertain to present full-time teachers.

Background

- The STARS Act provides additional funding for districts that meet the legislative goal for base teacher pay under 20-9-324, consisting of the greater of the following two criteria:

    a. Teacher base pay shall be equal to 11 times the quality educator payment (starting at $41,613 for the 2025-26 school year, $42,863 for the 2026-27 school year and as increased thereafter from year to year as the quality educator payment rises).
    b. The district shall ensure that "base teacher pay", for the district, as defined in 20-9-324, MCA, is at least the amount necessary to meet the legislative goals for teacher base pay, in accordance with the provisions of 20-9-324.

13.9 a. If the funds received by the district for an extra quality educator payment under 20-9-324 exceed the costs of meeting the teacher base pay incentive in 20-9-324, the district and the union agree that 100% of the funds above the cost of compliance will be allocated toward further increasing the compensation within the salary matrix for teachers included in this agreement.

Negotiations regarding such increases must result in continued compliance with the provisions of 20-9-324.

ARTICLE 14: School Calendar

14.1 A copy of the school calendar shall be provided to the teachers on or before June 1st of the current school year. At least two members of the teaching staff will be on the calendar committee.

ARTICLE 15: Evaluation

15.1 Each non-tenured teacher will be evaluated a minimum of twice during the contract year by the superintendent or principal. The first evaluation will be completed by December 15th, and the second will be completed by March 30th, of the school year. Each tenured teacher will be evaluated at least once every other year, by the 15th of April.

The evaluation instrument used will be approved and developed by a joint committee consisting of administration, faculty members and trustees.

Performance Appraisal Criteria:

a) Observation of teacher performance shall be conducted according to the procedure outlined in the Rocky Mountain Evaluations System.

b) The announced observation shall be of sufficient length to assess teacher performance, ordinarily a full class period.

c) Unannounced Observations shall consist of an observation by the evaluator and/or administrator at a date and time that has not been previously arranged. The observation shall be of sufficient length to analyze the lesson and assess teacher performance.

Number of Observations and Evaluations:

a. Non-tenured teachers shall be observed in the performance of their work assignments for the purpose of formal evaluations at least twice yearly. The first observation and evaluation shall be made by December 15 and the second by March 30, of the school year.

b. Tenured teachers shall be formally evaluated at least once every other year (with a maximum of once annually) and the formal evaluation shall be completed by April 15, unless an improvement plan has been put in place.

Improvement of Professional Performance:

a. An improvement plan shall be developed in accordance with the unsatisfactory as a result of unsatisfactory performance in any one or more component areas; or the teacher's performance in any component is rated as "unsatisfactory" on the

summative evaluation regardless of the overall rating; or a teacher's overall performance is rated as "unsatisfactory" on the summative evaluation form.

b. If the evaluator and/or administrator find that the teacher has not met the levels of expectation, the reasons therefore shall be set forth in specific terms. An identification of specific ways in which the teacher is to improve and the types of assistance that shall be provided will also be specified.

c. Should deficiencies be recorded in the work performance of a teacher, the evaluator and/or administrator shall provide, in accordance with the Rocky Mountain Evaluations System, the teacher with specific, reasonable, written recommendations for improvement and with definite, measurable goals, positive assistance including necessary time during the ordinary work day, material resources, and consultant services to implement the recommendations.

15.2 Observations: Formal and informal visits by the administration are desirable for the proper completion of teacher evaluation. The observation of all staff members will be conducted throughout the school year according to the direction by the Board.

ARTICLE 16: Effect of Agreement

16.1 The term of this Agreement shall, in accordance with state law, become a part of the individual teacher's contract.

16.2 During its term this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

16.3 Any individual contract between the Board and an individual teacher, shall be subject to and consistent with the terms and conditions of this Agreement.

16.4 If any provisions of this Agreement or any applications of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Such provisions as are negated by law shall be renegotiated as to comply with the law.

16.5 The teacher work day will be from 8:00 a.m. to 4:30 p.m. In the event the student body is dismissed early, prior to Thanksgiving, Christmas, and Easter, the teacher work day will extend fifteen minutes after the students are dismissed. In other cases where students are dismissed early, the end of the teacher work day will be at the administrations' discretion.

16.6 Each non-tenured teacher will provide access to a duplicate of their lesson plans for the coming week no later than 9:00 a.m. on Monday. If electronic submission is not available the Administration will provide alternate submission information. All teachers must make accessible current classroom assignments and objectives to students, parents/guardians, and administration.

16.7 Sufficient copies of this Agreement shall be printed and distributed as follows at the expense of the Board within 30 days after the agreement is signed.

a. Copies to the Association for distribution to currently employed staff.

b. Copies to the Administration for distribution to all teachers interviewed for employment by the Board.

ARTICLE 17: Professional Dues or Fees and Payroll Deductions

17.1 The Board of Trustees agrees to deduct upon receiving written authorization from the salaries of its certificated staff dues for continuing membership in the United Profession (National Education Association, American Federation of Teachers, Montana Federation of Public Employees and White Sulphur Springs Education Association, Association of Classroom Teachers and contributions as said persons individually authorized the Board to deduct).

17.2 The White Sulphur Springs Education Association will certify to the Board, in writing, the current rate of membership dues of the association named above.

17.3 By October 1, of each year, the Board will provide the White Sulphur Springs Education Association with a list of those employees who have authorized the Board to deduct dues for membership in the United Professions. The Board will notify WSSEA of any changes in the list.

17.4 Additional authorizations for dues deductions when received by the Board during the school year will be prorated over the remaining monthly payments of the person's current contracted salary.

17.5 Said monies, together with records of any corrections, shall be transmitted to the secretary of the White Sulphur Springs Education Association on a monthly or quarterly basis.

ARTICLE 18: Duration of Agreement

18.1 This Agreement shall be in effect as of July 1, 2026 and shall continue in effect until June 30, 2027.

18.2 This agreement constitutes the full and complete agreement between the school district and the association.

18.3 Both parties agree that a committee composed of Board and WSSEA members will meet at least once prior to the fourth Tuesday in February to begin research and contract negotiations.

THIS AGREEMENT IS SIGNED _19th___ day of May, 2026.

WSSEA President

Board Chairman

WSSEA Secretary

District Clerk

Date: 6/3/2026

Date: 5-19-2026

Salary Schedule is recorded under excel spread sheet (Appendix I).

Appendix I

2026-2027 Salary Schedule **Base: 42,856**

Steps	BA	BA+10/20	MA	Steps	BA+30
0-5	42856	42856	45965	0-2	41965
6	43356	43613	47315	3-4	43290
7	43856	44363	48665	5	44615
8	44356	45113	50015	6	45940
9	44856	45863	51365	7	47265
10	45356	46613	52715	8	48590
11		47363	54065	9	49915
12		48113	55415	10	51240
13		48863	56765	11	52565
14			58115	12	53890
15			59465	13	55215
16			60815	14	56540
17			62165	15	57865
18			63515		

MOU for DU $57,865 for 2026-27 Contract

BA +10 and BA+20

- Current certified staff in the BA +10 and BA +20 are moved to the BA +10/20 column for the 26/27 school year.
- Entry for new hires into BA +10/20 will come in at step 6 or lesser equivalent step based on years of experience.
- Personnel employed in the Trade and Industrial, Auto Mechanics and Metal shop fields, will be allowed to substitute field experience for teaching experience at the ration of two (2) years field experience to one (1) year of teaching experience. Credit is not to exceed five (5) years.

BA +30

- BA +30 is locked after the first contract day of the 25/26 school year.
- There will be no entry into that column for new or existing hires after the first contracted day of the 26/27 school year and subsequent school years.
- BA +30 will cease to exist after the current certified staff is no longer in that column on the salary matrix.

Entry for new hires will be recognized as follows: full credit, not to exceed step MA 7.

Appendix 2: Sick Leave Bank Request Form

2026-2027
Enrollment in Sick Leave Bank

(Enrollment period May 1st through September 30th)

Date:_____

Name:_____

Donation of Days to Sick Leave Bank: _____Day(s)

____ No, I do not want to donate days to the Sick Leave Bank

_____
Signature of Teacher

Note: Must be turned into Kristi on or before September 30th

Membership:

Employees who donate one (1) day of accumulated sick leave to the Sick Leave Bank shall be members of the Bank and eligible for its services.

In the event the Sick Leave Council assesses additional days to keep the Bank solvent, a member must donate the required additional days to continue his/her membership in the Bank.