

MASTER AGREEMENT

TEACHERS' BARGAINING UNIT

by and between

PRYOR EDUCATION ASSOCIATION MFPE/NEA

and

BOARD OF TRUSTEES
School District Nos. 2 & 3
Pryor, Montana

School Years:

2024-25

2025-26

2026-27

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MASTER AGREEMENT
by and between
PRYOR EDUCATION ASSOCIATION, MFPE/NEA
and
PRYOR ELEMENTARY SCHOOL DISTRICT No. 2 and HIGH SCHOOL DISTRICT No. 3
BOARD OF TRUSTEES

ARTICLE 1 -PURPOSE

This Agreement is entered into between School Districts No. 2 and 3, Pryor, Montana (hereinafter referred to as the School District), and PEA (Pryor Education Association, an affiliate of the MFPE, a member of the National Education Association, hereinafter referred to as Exclusive Representative or Association), pursuant to and in compliance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, Revised Codes of Montana, as amended (hereinafter referred to as the Act), to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the Act, the School District recognizes the Pryor Education Association as the exclusive representative of teachers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the Act and as described in this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent members of the appropriate unit which shall consist of all teachers of the School District who are certified in Class 1, 2, 4, 5 or 7, as provided in Section 20-4-106, MCA, and whose position calls for or requires such certification, but shall be currently under contract to perform classroom teaching; and/or whose positions are authorized via OPI under Emergency Authorization of Employment, and/or those positions that have heretofore been included in the appropriate unit. Not represented in this Agreement will be the Superintendent, assistant superintendents, principals, assistant principals, directors and assistant directors, administrative assistants, supervisors, substitute teachers in accordance with 10.55.716 with less than thirty-five (35) consecutive teaching days.

ARTICLE 3 - DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean wages, hours, fringe benefits, and other conditions of employment subject to those limitations defined as management rights and prerogatives by the Montana Public Employees Collective Bargaining Law, 39-31-303, MCA.

Section 2. School District or School Board: The terms "School Board" or "School District" shall mean School District No. 2 and 3, Pryor, Montana, its Board of Trustees or its officials and representatives as designated by the Board of Trustees. Section 3. Meet and Confer: Meet and Confer means the exchange of views and concerns between the School District and the Exclusive Representative.

Section 4. Teachers or Employees: The term "Teacher(s)" or "Employee(s)" as used herein shall mean a member of the appropriate unit as defined in the Agreement.

ARTICLE 4 - SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to and is not permitted to meet and negotiate on matters of inherent managerial prerogatives, which include but are not limited to the following: hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of insubordination, lack of work, being inefficient, and nonproductive; maintaining the efficiency of government operations; determining the methods, means, job classifications and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the School District in situations of emergency; and establishing the methods and processes by which work is performed. The Exclusive Representative further agrees that all management rights, functions and prerogatives, not expressly delegated in this Agreement are reserved to the School District.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligations to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations: The parties recognize that all teachers covered by this Agreement shall perform the teaching and teaching-related services prescribed by the School District. The parties also recognize the right, obligations and duty of the Board of Trustees and its duly designated officials to promulgate rules, regulations, directives, and orders as long as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Montana, Federal laws, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

Section 4. Assignments:

- A. All teachers to be employed by the Board may hold a bachelor's degree from an accredited college or university and, if employed for a regular classroom teaching assignment, a teaching certificate issued by the Montana Office of Public Instruction.
- B. Teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor field of study.
- C. When possible, all teachers shall be given written notice of their probable assignments for the forthcoming year by no later than May 1. The Superintendent, in consultation with the Principal, will assign certificated personnel to positions in order to better meet needs of students and the instructional program. The Superintendent will have the right to transfer any teacher from one position to another if the teacher meets the qualifications required for the position. Any staff member may request a transfer for himself/herself. The request will be granted if it is in the best interests of the District. The Board may grant any release from a contract after June 15 at its discretion. The District will accept contract resignations without prejudice up to June 15 of each year. In the event of an emergency change of assignment occurring after June 15, a teacher's preference will be considered.

ARTICLE 5 - TEACHER AND EXCLUSIVE REPRESENTATIVE RIGHTS

Section 1. Dues Check-off:

- A. The District shall deduct from the salaries of teachers such monies for the Exclusive Representative as said teachers individually authorize the District to so deduct. While no teacher shall be required to be a member of the Association, the following language shall be contained in each individual contract presented to a teacher:

"For the term of this Contract, the teacher authorizes and directs the School District to deduct from monthly earnings such monies as are authorized by the teacher to pay the Association's dues, and to pay over to the Association those monies."

- B. Commencing August 30 and biweekly thereafter, the District shall deduct in equal installments the monies that are so authorized. The Exclusive Representative shall certify to the District the rate of the dues for the following school year no later than the first day of that school year.
- C. The District shall biweekly transmit all deducted monies, along with a list of names for whom deductions are made, to the party designated by the Treasurer of the Exclusive Representative.
- D. The Association agrees to indemnify and hold harmless the District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of this Agreement between the parties for dues deductions. This provision is not intended to absolve the District of any errors that it may make prior to transmittal of funds to the Exclusive Representative.

Section 2. Information: The School District agrees to furnish to the Exclusive Representative upon written request to the Superintendent such information, or access to such information, as provided by law, provided the Exclusive Representative reimburses the School District for the cost of providing such information.

Section 3. Meetings: The Exclusive Representative may use available school buildings at reasonable hours for meetings. Scheduling shall be subject to the right of the School District to make reasonable charges for costs above and beyond normal operating costs for such usage.

Section 4. Right to Organize: The Board agrees that individual teachers shall have full freedom of association and self-organization, as provided by 39-31-201, MCA.

Section 5. Association Leave: Four days per year of paid Association leave will be available to officers of the Association or their designees. The Superintendent or Principal shall be notified at least five working days in advance of the day(s) to be taken as paid leave. This four day per year total shall be considered an aggregate total, combined with the same leave provision for the Classified Staff Agreement.

ARTICLE 6 - DUTY YEAR

Section 1. Duty Year: The basic duty year for regular full-time teachers shall consist of a maximum of 180 days of direct student instruction and 7 days of teacher training or the duty days scheduled via the School Calendar and adopted by the District with a maximum of 180 days or a direct student instruction and 7 days of teacher training. For purposes of this Article, a duty day shall mean a day when the teacher is available to perform services as prescribed by the School District.

Section 2. Calendar: The scheduling of duty days shall be established each year by the School District as a school calendar prior to April 15 for the succeeding school year. The school calendar will be prepared in accordance with MCA 21-1-302(2)a. A committee of two teachers (one each from Elementary and High School) are to work with the administration and the School Board in developing the yearly calendar. Such calendar shall be submitted by the Committee to the staff of both schools for majority approval prior to April 15.

Section 3. Rescheduling: In the event that an employee duty day is lost due to the school closing, the teacher shall perform duties on such other day in lieu thereof as the School District determines, if any.

Section 4. Academic Council: An academic council with representatives composed of certified and classified staff appointed by the Association, two parents representing the parent organization, the student body president and Board members will meet and confer on such subjects as schedules, calendars, activities and PIR days. Membership may vary according to the subject matter to be discussed.

ARTICLE 7 - DUTY DAY

Section 1. Basic Day:

- A. Teacher's workday shall be eight hours including preparation and lunch periods as described in this Article.
- B. All High School and Elementary teachers will normally be provided with one class period for preparation during the student school day. One class period is defined as the same number of minutes as a high school period. No other assignments will be given during that time. The teacher who is also the Athletic Director shall have an additional preparation period for AD work.
- C. All teachers, when not assigned to the duty schedule, will receive a duty free, uninterrupted lunch period equal to the student lunch period. Teachers will be allowed to leave the campus during this period.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

Section 3. Additional Activities: As professionals, teachers shall also be required to perform the following duties beyond the basic duty day including: consultations with parents, faculty meetings, open house, supervisory and extracurricular activities, curriculum meetings, and parent conferences.

Section 4. Extracurricular Activities: Two faculty members (one each from the Elementary and High School, elected by other non-administrative staff members) shall serve on a committee to develop an extra curricular

duty schedule with the Athletic Director and/or Administration. Teachers who are regularly assigned to duties which require extra time or responsibilities over and above their basic contractual obligations will receive extra compensation in accordance with a supplementary salary schedule in accordance with Appendix B. Most stipends will be paid on an annual or seasonal basis, although certain assignments performed at irregular or infrequent intervals may be paid at an hourly rate.

Faculty members to be appointed to extra compensation positions on an annual or seasonal basis will be recommended by the Superintendent and approved by the Board. Appointees will be issued a contract for terms of their extra employment, stating their particular assignment, its duration and the compensation to be paid.

Four (4) duties are required by all certified staff. One duty is defined as four (4) games or games played in one night. Personnel are paid \$25.00 per game limited to \$75.00 per duty. No "required duty" shall be expected during the Thanksgiving and Christmas tournaments. Any individual who works the tournaments shall be compensated at a rate of \$40.00 per game.

Section 5. Tardiness Policy: There may be times when employees have legitimate excuses ("Emergencies" will be classified as those prohibiting a teacher from the 8:05 a.m. check-in schedule: 1. inclement weather; 2. auto breakdown; 3. road conditions), for being late. These excuses will be put in writing and the Superintendent or immediate Supervisor will decide whether or not the excuse is valid.

ARTICLE 8 - BASIC COMPENSATION

Section 1. Rates of Pay: A teacher may advance two increments on the salary schedule subject to Section 2, hereof, if the credits improve his/her teaching skills and the number of credits fall within the salary schedule.

- A. The wages represented in Appendix A-1, Appendix A-2, and Appendix A-3, attached hereto, shall be effective for the 2024-2025, 2025-2026, and 2026-2027 school years, respectively. These salary schedules reflect the following percentage increases to the base of the previous school year:

2024-2025 reflects a 2% increase to the base

2025-2026 reflects a 1% increase to the base

2026-2027 reflects a 1% increase to the base

Section 2. Status of Salary Schedules: The salary schedule will reflect attainment level 3.5. If a new salary schedule is not in effect by April 1, the current salary schedule will remain in effect until a new one is determined. Increases provided by the new salary schedule shall be retroactive to the contracted dates of the school year.

Section 3. Pay Day: Paydays for a new contract year will begin in August and continue biweekly thereafter with the final contractual payday on the last day of school.

Section 4. Placement on Salary Schedule: The following shall be applicable in determining placement of a teacher on the appropriate salary schedule.

- A. Recognition for Additional Preparation: All credits acceptable toward Montana teacher's certification or renewal of teaching certificates will be accepted as additional professional preparation to advance the teacher's preparation status on the salary

schedule, provided such credits are of benefit to the School District. A "semester credit" is defined as ten hours of credit or its equivalent. One-third (1/3) of 10 semester credits can be renewal units. Two-thirds (2/3) of 10 semester credits must be from college credit. One (1) semester credit is equivalent to one and one half (1.5) quarter credits.

- B. **Grade and Credits:** A teacher shall not advance more than two educational lane progressions each year of employment. The credits approved are to improve the teaching skills of the teacher. The progression of lane changes will be on the approved salary schedule only. Ten (10) semester credits or the equivalent are required to advance one lane on the salary schedule.
- C. **Prior Approval:** All credits, in order to be considered for application on the salary schedule, must be submitted for approval by August 10, by the Superintendent. Approval or denial will be given within three days of notification.
- D. **Documentation:** Proof of any additional professional preparation, if sufficient to advance the teacher's preparation status, shall be submitted to the Superintendent not later than the 30th day of September. This documentation may be in the form of an official transcript, course grade slips or an advisor's letter. However, the official transcript must be presented by December 1. As soon as official transcripts are received by the District, the increased salary will commence and be paid retroactive for the school year. The Superintendent may extend this date due to unusual circumstances not under the control of the requesting teacher. If problems arise with a transcript being held up, teachers will notify the Superintendent and be allowed more time to document credit beyond the December 1 deadline.
- E. **New Employees:** A teacher newly employed who has had experience in other school systems or in other fields or endeavors will be given credit for a maximum of ten years experience on the salary schedule. This will be in agreement with the School Board policy.
- F. **Pay Deductions:** Whenever pay deductions are made for a teacher's absence, the annual salary divided by the number of teacher duty days as provided in Article 6, herein, shall be deducted for each day's absence.
- G. **Mileage Allowance:** All mileage allowances must have advanced approval and will be in compliance with the provisions of Montana law. Certified staff shall make every effort to use school vehicles for travel. For liability insurance purposes and before school vehicle use, a staff member will provide the District with proof of an authorized state driver's license.
- H. **Hiring Policies:** Certified personnel currently employed by Pryor School District will be given notification and first consideration of any job openings in the bargaining unit. For extra-curricular activities, staff members shall be given first consideration for the open position as long as the staff member is as qualified or more qualified than non-staff member applicants.

ARTICLE 9 - EXTRACURRICULAR COMPENSATION

Section 1. Extracurricular Compensation: The wages and salaries are attached hereto as Appendix B. The Girls' sports coaches' pay will be equal to the Boys' sports coaches' pay of other sports of equal time commitment, if the Board wishes to add these sports.

Section 2. Assignment of Extracurricular Duties: The Superintendent or his/her designee may assign the teacher, but not against their will, to extracurricular assignments, subject to established compensation for such services, which exceed the teaching or non-teaching services prescribed in the basic contract. Extra assignments associated with additional compensation shall not be construed to be a tenure assignment unless expressly so provided in the individual's contract. Such assignments and compensation shall so be stated in an individual's contract. While the District may assign any individual to such positions, whether a current employee or not, compensation shall not be in excess of that itemized in Appendix B.

ARTICLE 10 - GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District after coverage specifications have been mutually agreed upon between the District and the Association.

Section 2. Health and Hospitalization: The District shall contribute seventy percent (70%), toward the premium for single, couple, single parent, and family coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization, dental, vision and life insurance plans. Eye coverage will be included on an 80/20 share cost basis between the School District and the employee.

Benefits provided in this Article shall be pro-rated based on the amount of time an employee works.

Disability insurance will be made available in addition to the School's health and hospitalization insurance coverage. All cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Eligibility: Benefits provided in this Article are designed for full-time personnel as described in Article 11 and 12 and shall not apply to part-time personnel.

Section 5. Duration of Insurance Contribution: A Teacher is eligible for monthly School District contributions as provided in this Article as long as the Teacher is employed by the School District. Upon termination of employment, all School District participation and contributions shall cease effective on the last working day. A non-returning Teacher completing the school year, however, shall have all group insurance benefits continued until the Thirty first day of August. At that time, said individuals shall be eligible to continue participation on the Board's group insurance programs as provided by COBRA provisions and other applicable laws.

ARTICLE 11 – TEACHER LEAVE

Section 1. Discretionary Leave:

All regularly employed Teachers shall earn discretionary leave at the rate of twenty (20) days for each year of service in the employ of the School District. Discretionary leave may be used for illness (sick leave) or personal business. Leaves of more than three (3) consecutive days for purposes other than illness shall require approval of the Superintendent. When a Teacher has used all twenty (20) days of discretionary leave in one year, no further leaves for personal business will be granted or taken without prior approval of the Superintendent.

- A. A Teacher in the School District shall be permitted to utilize the annual twenty-day accrual, in advance of accrual. In the event that such discretionary days are utilized herein prior to the earning thereof, such days will be deducted from future accumulations. In the event that a Teacher who has been permitted to utilize discretionary leave in advance of accrual under this provision should leave the employ of the School District, he/she shall be liable to the School District for any discretionary leave pay advance beyond his/her earned accrual.
- B. Annual discretionary leave shall accrue monthly as it is earned on a proportionate basis to the Teachers' work year. Any portion of the Teacher's annual discretionary leave allotment that is unused will be credited to the Teacher as accumulated sick leave to be used for sick leave purposes. Accumulated sick leave days shall accrue to a maximum 100 days, but no more than seventy (70) days will be paid when the teacher leaves. Accumulated days shall be credited at the end of the school year.
- C. The School District shall notify each Teacher in writing, by September 15 each year, the number of sick days accrued.
- D. For the term of this Agreement, teachers that terminate will be paid at the rate of 50% of accumulated sick leave up to a maximum of 70 days at the rate of 1/187th of current salary.
- E. If a teacher refuses to serve out a full contract then no accumulated sick leave and personal leave days will be paid. If a teacher is terminated prior to fulfilling a contract, then accumulated sick leave and personal leave days will only be paid if a legal appeal process determines that there was not "just cause" in terminating the contract.
- F. Sick leave days shall first be deducted from the annual discretionary leave. Sick leave days that exceed the annual discretionary leave shall be deducted from the accrued sick leave days credited to the Teacher.
- G. The School District may require a Teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Teacher will be so advised before he/she returns to school.
- H. A sick leave bank will be started for extended illness. An extended illness shall mean a condition which requires extended hospitalization, or ongoing regular treatment as requirement/recommend by a medical professional. Each teacher may donate two or more days of sick leave to the bank each year by October 1 to be an eligible recipient of banked days for the year. The District shall maintain a log of donated days. The sick leave bank recipient shall have exhausted all accumulated sick leave and annual discretionary leave before becoming eligible for banked days. The bank will be

administered by the PEA President and the Superintendent. All requests for use of banked days shall be submitted in writing and will be jointly reviewed for action. All unused donated days shall roll over to the following year. The total number of days that may accumulate in the bank shall be capped at 100, When this level is reached, days over that limit shall be credited back to individuals who donated but did not use bank days. This process will take place at the end of the school year and the credit shall be in proportion to the number of days donated by each individual.

- I. Except in cases of emergencies, three days advance notice of intent to use discretionary leave for personal business will be given to the Administration.
- J. Teachers will be compensated for unused discretionary leave days at the end of the year at the rate of 1/187th of their yearly salary once they have accrued the maximum number of accumulated sick leave days. Reimbursement will be paid on the last day of the school term without a voucher being required, under the following conditions;
 - 1. When the teachers has used five (5) days or less of discretionary leave during the school year, all remaining days shall be compensated.
 - 2. When the teacher has used six (6) to nine (9) discretionary leave days during the school year, half of the remaining days shall be compensated.
 - 3. When a teacher has used ten (10) or more discretionary leave days during the school year, no days shall be compensated.

Section 2. The provisions of the Family Medical Leave Act shall be honored, and such leave shall be deemed to have begun whenever an employee begins a leave which is covered by the Act.

Section 3. Leave for Civic Duties:

- A. Temporary leave pay at a differential between jury duty pay and salary will be provided for each teacher for jury duty, court appearances as witnesses, selective service examination, and reserve training.
- B. The length of leave will vary in accordance with the amount of time required for civic duty.

Section 4. Professional Leave: Temporary leave at full salary may be provided for any teacher for visitation of other schools, attendance at educational conferences, and any other professional business, provided prior approval is given by the Administration. Teachers will be allowed to leave after their last class or during prep to attend course work which is related to professional development of the teacher. Notification and justification must be given in writing to the immediate supervisor for approval to ensure that students will benefit from course work.

Section 5. Extended Leave of Absence: Extended leaves of absence without salary may be provided upon application at the discretion of the Board, for such reasons as extended personal illness, extended family illness, exchange teaching, campaigning for or serving in a public office, foreign or military teaching programs, cultural travel or work study programs related to professional responsibilities, military service (as provided in law), and child care.

- A. Teachers upon return from extended leaves shall be entitled to: 1. return to the same positions which they held immediately before commencement of leave or to comparable positions of responsibility, 2. receive credit for annual salary increments provided during

their leave, 3. maintain seniority, and 4. receive all other teacher fringe benefits, including, but not limited to insurance and retirement benefits, to the extent expressly allowed by law.

- B. Except for military service, the benefits enumerated in A., above, shall be limited to one year.

Section 6. Sabbatical: Requests for sabbatical leave shall be directed to the Superintendent's office in writing not later than December 1 preceding the year for which the leave is requested, and shall specify in detail the purpose and length of the proposed leave. The Board shall review each request on a case-by-case basis and shall have sole authority to grant or not grant sabbatical leave to any applicant. Leave may be granted for advanced study, research, exchange teaching, or travel and must demonstrate a distinct and direct correlation to the teacher's position. Teachers on approved leave will receive a stipend of \$3,000 to be paid at the end of the first pay period of the year following the successful completion of the planned objectives of the sabbatical leave and return to contracted teaching duties at Pryor School. The Board may or may not agree that the teacher's insurance premiums, or a portion thereof, shall also be paid during such leave. All monetary stipends are subject to all federal, state and other payroll deductions normally taken out of wages under the law. Teachers returning from sabbatical leave shall resume teaching on the same step of the salary schedule they would have been prior to going on sabbatical leave. No credit is to be given on the salary schedule for the time spent on leave of absence.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1. Definition: A grievance shall be an allegation of a misapplication or misinterpretation of the specific terms and provisions of this collective bargaining agreement, or Board policy which relates to wages, hours, and conditions of employment or fringe benefits; which must be filed on an official grievance form with the Superintendent. "Days", when mentioned herein, will be defined as PI and PIR days. After May 1, time limits shall consist of all weekdays so that the grievance may be resolved before the close of the school term or as soon as possible. The grievant may be a teacher, group of teachers, or the Association.

Section 2. Time Limits: The time limits established herein are critical, and should a grievance not be processed or passed to the next level within the time limits, it shall be deemed moot. Should the District designee not respond within the time limits, the grievance shall be deemed processed to the next higher level, provided it is appealed within the established time limits. Time limits may be extended by written agreement between the parties. A representative of the Association may be present during any meeting between the parties.

Section 3. Procedure:

- A. Informal: Nothing contained herein shall prevent an employee from discussing a potential grievance with his/her supervisor and having the matter remedied in an informal procedure provided that the remedy is consistent with the terms of this Agreement.
- B. STEP 1: The employee may, within fifteen school days of the event that gave rise to the grievance or within fifteen school days of the time the employee should have gained knowledge of the event that gave rise to the grievance, submit a formal, written grievance to the Superintendent. The written grievance shall contain a statement of fact, contract provision that has been violated and the relief sought. The Superintendent shall have 10 working days from receipt of the formal grievance in which to respond, in writing, to the grievant.

- C. STEP 2: Should the grievance not be resolved in Step 1., the grievant may submit the grievance to the full Board of Trustees by notifying the Chair of the Board of such within 10 working days of receipt of the Superintendent's response at Step 1. The Board shall review the grievance at its next regularly scheduled Board meeting when the matter can be placed on the agenda. The Board shall have 10 working days from such meeting in which to respond to the grievance in writing.
- D. STEP 3:
1. Should the grievance not be resolved in Step 2, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty days after it has received the Board's decision at Step 2.
 2. The arbitrator shall be chosen from a list of 7 potential arbitrators, provided by the Board of Personnel Appeals, by each party, eliminating one name until the arbitrator is left.
 3. The arbitrator shall hear the case as soon as possible, and issue a written decision to the parties within 30 days after the close of the hearing.
 4. The costs of the arbitration hearing shall be shared, except that each party shall be responsible for its own representation and presentation costs.
 5. The arbitrator is prohibited from adding to, subtracting from or otherwise modifying the terms of the Agreement.

Section 4. Rights: Should the subject of a grievance be filed into another arena, the grievance shall be deemed moot. No action shall be taken by either party against any individual for their participation or lack of participation in this process. All documents concerning a grievance shall be kept in a separate file, apart from the employee's regular personnel file.

ARTICLE 13 - MISCELLANEOUS

Section 1. Meet and Confer: All certified staff, Administration, and members of the Board of Trustees will be allowed to attend all meet and confer meetings concerning matters of concern to the parties but which matters are not covered by this Agreement. A request for a meet and confer session shall be accompanied by an outline of the subject matters the party requesting the meeting wishes to discuss. The School District shall set the time and provide the facilities for such meetings. The report of and the recommendation of the Meet and Confer Committee, if any, shall be forwarded to the Board of Trustees for its review. Action by the Board of Trustees on such matters, if any, shall become a part of this Agreement. Except as otherwise agreed, the School District shall not be required to meet and confer more than three times a year.

Section 2. Administrative Evaluation: The Administration will be evaluated annually by the teaching staff. A standard form for this purpose will be drawn up by a committee composed of teachers, administration, and the Board of Trustees. All staff members will fill out a form, sign it, and hand it to the Association President. The President will make a composite evaluation form from all the certified staff's forms. The Association President and the evaluatee will review a report to be signed by both and presented by the Association President to the Board Chair no later than the regular Board meeting in December.

Administration is defined as Superintendent and building principals. It will be understood that the cumulative results of the evaluation will be an indication only and will not necessarily affect the rehire or release of the administrator being evaluated.

Section 3. Teachers Leave School During Unfavorable Weather: In unfavorable weather teachers may leave after all students have gone, upon notification of the building supervisor.

Section 4. Teacher Leave School During Prep Period: Teachers may leave twice per quarter during prep periods on school business and personal business upon notification of the building supervisor. Any further leave during prep periods must be approved by the building supervisor.

Section 5. Teacher Dismissed on Friday: On Friday, teachers shall be dismissed after the buses have gone.

Section 6. Ordering of Supplies: Teachers will place orders for next year by the end of the school year and be notified of approval or rejection by July 15. Teachers will receive written notification of disapproval or approval. Approved orders will be sent in time for supplies to arrive before the new school year commences.

ARTICLE 14 - TEACHER RIGHTS

Section 1. Civic, Judicial and Quasi-Judicial Duty: A teacher called to appear for legal proceedings before any School District related judicial or quasi-judicial including, but not limited to: Jury duty, negotiation, mediation or fact-finding proceeding, shall not lose compensation for the performance of such obligation.

Section 2. Personal Life: The personal life of any teacher is not an appropriate concern of the Board unless it affects the credibility or performance in the classroom. Should the personal life become a concern of the Board, then the Board shall conduct an investigation and the teacher shall be notified.

Section 3. Appearances Before the Employer: A teacher shall be entitled to have present a representative of the Association during any appearance before the Board concerning any matter which could directly affect any condition of the teacher's employment. A teacher shall be given prior notice of the reason for such a meeting or interview.

Section 4. Uniform Application of Rules and Regulations: The Board agrees to apply its rules and regulations governing employees' activities and conduct in a manner which is fair and reasonable.

Section 5. Good Reason: No teacher shall be disciplined, reprimanded, suspended, reduced in rank or compensation for discipline reasons, adversely evaluated for disciplinary reasons, transferred for disciplinary reasons or otherwise deprived of any professional advantage for disciplinary reasons without good cause. The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, reprimand, suspension with pay, with termination or dismissal as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

Section 6. Dismissal: Section 5, above, shall not apply to School District rights to non-renew non-tenured teachers under the provisions of 20-4-206, MCA.

Section 7. Nondiscrimination Clause: The provisions of this Agreement shall be applied without regard to race, creed, religion, national origin, age, sex, marital status, residence, or family relationship to another employee.

ARTICLE 15 - TEACHER EVALUATION

Section 1. Evaluation Purpose: The main purpose of the teacher evaluation procedure herein set forth shall be the improvement of professional performance.

Section 2. Evaluation Method: The evaluation instrument shall be developed by a committee consisting of classroom teachers and administrators. This Committee shall make recommendations to the teachers and the Board for final approval. Evaluation of teacher performance shall be done by the Principal or supervisor of the appropriate area and must be based on his/her own observations.

Section 3. Number of Evaluations:

- A. Evaluations will continue regularly throughout the teacher's service, although the supervisory burden will naturally be greater in the early years of teaching service. All teachers shall be observed in the performance of their work assignment for the purpose of evaluation at least twice yearly. The first observation and evaluation shall be made by December 20 and the second shall be made before March 15 of the school year.
- B. No teacher shall be evaluated on professional performance except after fair and reasonable observations of at least thirty minutes of the work of the teacher by the supervisor charged with the responsibility of evaluating that teacher. If, after such observations, the supervisor finds that teacher has major deficiencies in professional performance, additional observations of a full class period each shall be required as needed for correction.

Section 4. Post-evaluation Conference:

- A. All observations shall be followed within five days by a conference between the evaluator and the teacher in order for questions arising from the observation to be discussed. At such a conference, the teacher will be provided a copy of any class visit report, evaluation report or recorded observations prepared by the evaluator.
- B. If the evaluator finds that the teacher has not met the levels of expectation, the reasons therefore shall be set forth in specific terms. An identification of the specific ways in which the teacher is to improve and the types of assistance that shall be provided will also be specified.
- C. It is understood that the evaluation conference referred to in this section shall not be used as a formal meeting to warn, reprimand, or discipline a teacher.

Section 5. Improvement of Professional Performance: The Principal and/or Board will provide the teacher with specific positive assistance including time (during the school day, and/or material resources, and/or consultation services) to implement these specific recommendations.

Section 6. Notice of the Replies to Reports

- A. All observations of a teacher's professional performance by the supervisor charged with the responsibility of evaluating that teacher shall be in writing, a copy of which shall be provided the teacher within five days of the observation. The evaluation report shall be signed by both parties and no other undisclosed reports shall be placed in the teacher's personnel file.

- B. Within five days of receipt of an observation, evaluation or conference report, a teacher may submit signed comments regarding the report which shall be attached to the report in that teacher's personnel file and considered with the report.
- C. Any complaint regarding a teacher made by a parent, student or other person which may be used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher and the teacher shall be given an opportunity to respond and/or rebut such complaint.

Section 7. Open Personnel Files: Teachers shall have the right, upon request, to review the contents of their personnel file except Placement files previously designated confidential, and to receive, at Board expense, a copy of any documents contained therein. No secret, duplicate, alternate or other personnel file shall be kept by the Board. A separate file for processed grievances shall be kept apart from the teacher's personnel file. An Association representative, at the teacher's request, may be present in this review. Upon request by the teacher, the Superintendent or official designee and the teacher shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said teacher.

No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless it is signed by the author, and unless the teacher has had an opportunity to read the material and respond to it. Any derogatory material not shown to a teacher within ten (10) days after receipt or composition shall not be used by the Board as evidence in any grievance or used in any disciplinary action against such teacher. All information forming the basis for any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events occurring during the current school year.

ARTICLE 16 - EMPLOYMENT STATUS OF TEACHERS

Section 1. Consideration Prior to Termination: Prerequisite to the consideration of termination of a teacher's services, the following steps will have been taken: The teacher has been observed and written evaluation reports have been made in accordance with Article 15 of this Agreement.

Section 2. Notice of Termination: Every non-tenure teacher being terminated shall be entitled to all rights under Montana law and this Agreement.

Section 3. Dismissal (Tenure and Non-tenure): Every teacher being dismissed before the expiration of the employment contract shall be entitled to all rights under Montana statute 20-4-207, MCA, and this Agreement.

Section 4. Notification of Re-election (Tenure and Non-tenure): Notification of re-election for all teachers shall occur by April 15 each year with notification standards in Montana statute 20-4-205 and 20-4-206, MCA.

Section 5. Individual Contract: All individual teacher contracts shall be subject to and consistent with Montana statute and the terms and conditions of this Agreement. Any individual teacher contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent agreements between the Board and Association. If any individual teacher contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Section 6. Seniority:

- A. Seniority will be computed from a teacher's most recent date of hire in the bargaining unit, and will begin to accrue as of the first day of actual service in the bargaining unit. Seniority will continue to accrue during all paid leaves of absence, and for a period of two years from the effective date of the layoff. 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. When seniority is equal between or among teachers, ranking of those teachers shall be determined by the drawing of lots,
- B. By September 30 of each school year, the Superintendent will provide the Association with a list showing the seniority of each teacher employed by the Board, their areas of certification and course taught and will, thereafter, promptly notify the Association of any changes in said list. The Superintendent will, at all times, have posted in his/her office a current list which will be available for inspection during regular working hours by any teacher and/or the Association.

ARTICLE 17 - DURATION OF AGREEMENT

Section 1. Effective Period: This Agreement shall be effective as of July 1, 2024, or upon ratification by the parties, whichever comes later, and shall remain in force and effect until June 30, 2027.

Section 2. Renewal and Reopening of Agreement: Said Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless the Association or Board gives notices to reopen negotiations not later than March 1, prior to the aforesaid expiration date.

Section 3. Lost Time Accounting: Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

Section 4. No Strike: During the term of this Agreement, there shall be no strikes, work slow downs or other actions by Association officials and/or bargaining unit members which would have the effect of reducing the amount of work which is regularly performed by District employees. Violation of this provision may result in discipline and/or dismissal of any participant(s).

Section 5. Date and Signatures: This Agreement is signed this _____ day of _____, 2024.

In Witness Thereof:

FOR Board of Trustees:

For: Pryor Education Association Teacher's Bargaining Unit:

Board Chair

Unit President

District Clerk
President

Unit Vice

APPENDIX A-1 2024-25 PRYOR CERTIFIED SALARY SCHEDULE

Lanes labeled as Semester credits

2024-25	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
					BA+40	BA+50	BA+60
Step							
A	39,182	40,750	42,317	43,885	45,452	47,019	48,586
B	40,446	42,130	43,816	45,501	47,185	48,870	50,555
C	41,709	43,511	45,314	47,117	48,919	50,721	52,524
D	42,973	44,893	46,812	48,732	50,653	52,572	54,493
E	44,237	46,273	48,312	50,349	52,386	54,424	56,461
F	45,499	47,654	49,810	51,965	54,120	56,275	58,430
G	46,763	49,036	51,308	53,581	55,854	58,126	60,398
H	48,026	50,416	52,807	55,196	57,587	59,977	62,367
I		51,797	54,305	56,813	59,320	61,829	64,336
J		53,181	55,804	58,429	61,054	63,679	66,305
K			57,302	60,046	62,788	65,531	68,273
L			58,801	61,662	64,522	67,381	70,242
M				63,276	66,255	69,234	72,211
N				64,893	67,989	71,084	74,179
O					69,722	72,934	76,148
P					71,455	74,784	78,116

APPENDIX A-2 2025-26 PRYOR CERTIFIED SALARY SCHEDULE

Lanes labeled as Semester credits

2025-26	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
					BA+40	BA+50	BA+60
Step							
A	39,574	41,158	42,740	44,323	45,906	47,489	49,072
B	40,851	42,552	44,254	45,956	47,657	49,359	51,061
C	42,126	43,946	45,767	47,588	49,408	51,229	53,049
D	43,402	45,342	47,280	49,219	51,159	53,098	55,037
E	44,679	46,736	48,795	50,852	52,910	54,968	57,025
F	45,954	48,131	50,308	52,485	54,661	56,837	59,014
G	47,231	49,526	51,821	54,116	56,412	58,707	61,002
H	48,507	50,920	53,335	55,748	58,163	60,577	62,990
I		52,315	54,848	57,381	59,913	62,447	64,980
J		53,713	56,362	59,013	61,665	64,316	66,968
K			57,875	60,646	63,416	66,186	68,956
L			59,390	62,278	65,167	68,055	70,944
M				63,909	66,918	69,926	72,933
N				65,542	68,668	71,795	74,921
O					70,420	73,663	76,909
P					72,169	75,531	78,897

APPENDIX A-3 2026-27 PRYOR CERTIFIED SALARY SCHEDULE

Lanes labeled as Semester credits

2026-27	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
					BA+40	BA+50	BA+60
Step							
A	39,970	41,569	43,168	44,767	46,365	47,964	49,562
B	41,259	42,977	44,697	46,415	48,133	49,852	51,572
C	42,548	44,386	46,225	48,064	49,902	51,741	53,579
D	43,836	45,795	47,753	49,712	51,671	53,629	55,588
E	45,126	47,203	49,283	51,361	53,439	55,518	57,596
F	46,414	48,612	50,811	53,010	55,207	57,406	59,604
G	47,703	50,021	52,339	54,658	56,976	59,294	61,612
H	48,992	51,429	53,868	56,306	58,745	61,183	63,620
I		52,838	55,397	57,955	60,512	63,072	65,630
J		54,250	56,926	59,603	62,282	64,959	67,638
K			58,454	61,253	64,050	66,848	69,645
L			59,983	62,901	65,819	68,736	71,654
M				64,548	67,587	70,625	73,662
N				66,197	69,355	72,513	75,670
O					71,124	74,400	77,678
P					72,891	76,287	79,686

APPENDIX B - EXTRACURRICULAR ACTIVITY SALARY SCHEDULE

SCHOOL YEARS 2024-25; 2025-26, & 2026-27

HIGH SCHOOL			2024-25 BASE	2025-26 BASE	2026-27 BASE
POSITION	DESCRIPTION	FACTOR	\$39,182	\$39,574	\$39,970
Athletic Director	Annual	0.200	\$7,836.40	\$7,914.80	\$7,994.00
Head Coach	Boys' Basketball	0.120	\$4,701.84	\$4,748.88	\$4,796.40
Head Coach	Girls' Basketball	0.120	\$4,701.84	\$4,748.88	\$4,796.40
Head Coach	Track	0.075	\$2,938.65	\$2,968.05	\$2,997.75
Asst. Coach	Boys' & Girls' Basketball	0.075	\$2,938.65	\$222.60	\$2,997.75
Asst. Coach	Track	0.050	\$1,959.10	\$1,978.70	\$1,998.50
Head Coach	Football	0.120	\$4,701.84	\$4,748.88	\$4,796.40
Asst. Coach	Football	0.075	\$2,938.65	\$2,968.05	\$2,997.75
Head Coach	Volleyball	0.120	\$4,701.84	\$4,748.88	\$4,796.40
Asst. Coach	Volleyball (certified)	0.075	\$2,938.65	\$2,968.05	\$2,997.75
Head Coach	Boys' & Girls' Cross Country	0.075	\$2,938.65	\$2,968.05	\$2,997.75
Asst. Coach	Cross Country (certified)	0.045	\$1,763.19	\$1,780.83	\$1,798.65
Student Council	Annual	0.050	\$1,959.10	\$1,978.70	\$1,998.50
Head Coach	Boys' & Girls' Golf	0.050	\$1,959.10	\$1,978.70	\$1,998.50
Cheerleader Advisor	Cheerleading (per season) FB	0.030	\$1,175.46	\$1,187.22	\$1,199.10
	Cheerleading (per season) BB	0.040	\$1,567.28	\$1,582.96	\$1,598.80
	Cheerleading (per season) Track	0.010	\$391.82	\$395.74	\$399.70
Band	Band	0.050	\$1,959.10	\$1,978.70	\$1,998.50
Annual	Annual	0.050	\$1,959.10	\$1,978.70	\$1,998.50
Senior Sponsor	Class Sponsor	0.055	\$2,155.01	\$2,176.57	\$2,198.35
Indian Club	Indian Club	0.050	\$1,959.10	\$1,978.70	\$1,998.50

Activities under the supervision of a class organization or Student Council sponsor outside the normal school clock day will be given \$10 per day except those listed in the Master Agreement [Article 7, Section 3(a)].

The activities to be paid the \$30 rate are those outside the schedule of listed extracurricular activities.

There will be a \$50 bonus for participation at the Divisional Tournament. There will be a \$50 bonus for participation at the State Tournament. These bonuses include coaches and Cheerleading Sponsor.

ELEMENTARY			2024-25 BASE	2025-26 BASE	2026-27 BASE
POSITION	DESCRIPTION	FACTOR	\$39,182	\$39,574	\$39,970
Head Coach	Boy's Basketball, Jr. High	0.055	\$2,155.01	\$2,176.57	\$2,198.35
Head Coach	Girls' Basketball, Jr. High	0.055	\$2,155.01	\$2,176.57	\$2,198.35
Assistant Coach	Girls' and Boys', Jr. High	0.030	\$1,175.46	\$1,187.22	\$1,199.10
Head Coach	Football, Jr. High	0.050	\$1,959.10	\$1,978.70	\$1,998.50
8 th Grade Class Sponsor	Class Sponsor	0.050	\$1,959.10	\$1,978.70	\$1,998.50

APPENDIX D - SENIOR SPONSOR JOB DESCRIPTION

We teachers, as sponsors, realize seniors need some guidance and supervision during school-sponsored activities. Therefore, this job description has been incorporated for the Senior Sponsor:

- A. The maximum of two activities per month, not including concessions, which are supervised by all teachers as part of their four required duties.
- B. POTS movies are not a school activity so supervision at these should be provided by parents.
- C. All fund raising activities MUST be scheduled one month in advance. If there is more than one sponsor, then one sponsor will be assigned to each activity at that time. The sponsor(s) are not expected to be at activities that are not scheduled a month in advance. This is not only for the convenience of the sponsor(s), but also to encourage well-planned events.
- D. The main role of the senior sponsor(s) is to be a supervisor at these fund raising activities. The senior sponsor(s) will also supervise other school-related activities involving the senior class, such as graduation, dances and class meetings during school hours.
- E. Seniors and parents remain responsible for planning and chaperoning the senior trip because this is not a school-sponsored activity.
- F. If there is a senior tournament, it will count for two activities for that month and will be limited to a weekend. The reason for the limitation on this event is that in the past, the long hours put in by both sponsor(s) and students was an obstacle to teaching and learning.

APPENDIX E - EARLY RETIREMENT

Eligibility requirements - A teacher must have a minimum of twenty (20) years teaching experience, ten (10) or more of which must be in-District #2 & #3 and be eligible for retirement benefits from Teachers Retirement System. In Addition, written notification of a teacher's intention to retire must be given to the District no later than March 1 to be eligible for this benefit. Unusual circumstance shall be considered on a case by case basis.

1. One payment of \$6,000.00.
2. Retirement benefits will be paid by the District at the request of the retiree provided the retiree pays the employee share.
3. Sixty five days (65) of unused sick leave at 50% of the teachers ending daily salary (if such sick leave has accumulated). Any days after the 65 (between 65 and 100 days left) will be paid at \$25.00 per day for a total of \$875.00 (Maximum).
4. Eligible for teacher insurance benefits for a period not to exceed three (3) years. If the retiree becomes eligible for Medicare during the three (3) year period, the retiree shall move to a Medicare plan and pricing with the District and retiree sharing the cost as described in Article 10 of this agreement. Arrangements must be made by the retiree to pay the District their portion of the monthly premium.