



## **POPLAR SCHOOL DISTRICT BOARD OF TRUSTEES AND POPLAR SUPPORT PERSONNEL**

This Agreement is entered into by and between the Board of Trustees, Poplar School Districts 9 and 9B, Roosevelt County, Poplar, Montana, hereinafter called the "Board" or "District", and the Poplar Support Personnel (PSP), affiliated with the Montana Federation of Public Employees, hereinafter called the "Association" or "Union".

### **ARTICLE I – RECOGNITION**

#### **1.1 Organization Recognition**

The Board hereby recognizes the Poplar Support Personnel (PSP) as the exclusive representative of the employees for the purpose of collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment.

#### **1.2 Board Recognition**

The Association hereby recognizes that nothing in this Agreement shall be construed to prohibit the District from exercising all management rights and prerogatives except those expressly waived in this Agreement. The Board has all rights to manage the District except those expressly waived by this Agreement or limited by law.

### **ARTICLE II – DEFINITIONS**

#### **2.1 Appropriate Unit**

The appropriate unit shall include hourly classified staff employed by the District but shall exclude any position regularly scheduled to work less than 15 (fifteen hours per week) custodians, security staff, transportation, supervisory employees, Superintendent's administrative assistant, confidential employees, substitute employees (those employed less than sixty (60) days in the same position), those excluded by Section 39-31-103(2)(b) MCA and excluding all other employees.

#### **2.2 Employee**

Unless otherwise indicated, the term "employee", as used in this agreement, shall mean employees who are members, or employees who are eligible for membership, in the appropriate unit as defined above.

#### **2.3 Board or District**

The Board or District is the Board of Trustees of the Poplar School Districts 9 and 9B and its agents or representatives.

#### **2.4 Association**

The Association or Union is Poplar Support Personnel (PSP), a unit of the Montana Federation of Public Employees and its officers, agents, and representatives.

#### **2.5 Probationary Employees**

All new and rehired employees work on a probationary basis for the one hundred and eighty (180) calendar days excluding Saturdays and Sundays after the date of hire. Upon completion of the probationary period or at the end of 180 days of employment, the employee will be assigned to "regular" employment classification. If the employee is hired prior to July 1 and has his/her employment interrupted by a summer recess, he/she will not start the probationary period over as all days worked prior to the summer recess will count toward the 180-day probationary period.

## **ARTICLE III – RIGHTS OF THE PARTIES**

### **3.1 Rights of the Board**

It is recognized that, except as expressly provided in this Agreement, the District shall retain whatever management rights and authority are necessary for it to operate and direct affairs of the District in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the District; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.

### **3.2 Right of the Association**

It is recognized that the rights and privileges of negotiating wages, hours, fringe benefits, other conditions of employment and processing grievances are exclusively those of the Association and the Board will not bargain wages, hours, working conditions, other fringe benefits and processing grievances with a competing labor organization until such time as an election is conducted. The Board and the Association agree that the employees have the full freedom of association, self-organization and designation of representative of their own choosing to negotiate terms and conditions of their employment and to engage in other concerted activities for the purposes of collective bargaining or mutual aid and protection and/or the right to refrain from any and all such activities free from interference, restraint or coercion.

### **3.3 Information**

The School District agrees to furnish the Association with information to the extent required by law as a collective bargaining agent. This information will be provided electronically when available. The District may charge a reasonable fee for photocopying, labor and other expenses associated in producing such information when the cost exceeds \$100.00 in any fiscal year.

### **3.4 Association Business and Communication**

- (1) The Association and its representatives may be permitted to conduct Association business on school property provided that such activities do not interfere with job performance and the orderly operation of the school.
- (2) The Association may use school facilities for its meetings provided they secure the Principal's permission and the facilities are not otherwise being used. The meetings shall be outside the participating employees' workday.
- (3) The Association may post notices on staff bulletin boards and/or use employee mailboxes, provided such notices and/or mail is of a non-political nature.
- (4) Employee(s) may be given release time to attend Association meetings provided they secure the supervisor's permission first. This release time must be taken without pay.

### **3.5 Association Leave**

Association members who are officers or designated representatives of the Union may take leave without loss of pay for Union business. The Association president or designee shall notify the Superintendent at least five (5) working days in advance of the time to be taken. The Association

leave bank will be limited to fifty-six (56) hours annually and may be taken in half-hour increments.

#### **ARTICLE IV – DUES, FEES AND PAYROLL DEDUCTIONS**

##### **4.1 Dues Deduction Authorized**

The Board agrees to deduct in equal installments from the salary of each Association member who has given the Board written authorization the amount of annual membership dues, fees, and other moneys and will remit same to the treasurer of the Association following the deduction. The Association's membership application form will serve as the recognized authorization form. The Association shall certify to the Board the amount of the annual dues and related moneys to be deducted. Dues deduction authorizations received by the Board during the school year will be prorated over the remaining payments of the employee's current salary.

##### **4.2 Association Membership**

The Association as exclusive representative of all employees will represent such people fairly, whether members or not. Membership shall be made available to all who apply, consistent with the Association Constitution.

##### **4.3 Other Deductions**

Upon written authorization from the employee, the Board may agree to make other deductions for such things as tax sheltered annuities.

#### **ARTICLE V – EMPLOYEE RIGHTS**

##### **5.1 Appearances Before the Employer**

An employee, at the employee's request, is entitled to have an Association representative present during any investigation meeting which the employee could reasonably believe could result in disciplinary action. The Board or its agents will give the employee prior written notice of the reason for such a meeting.

##### **5.2 Good Cause**

An employee who has completed the probationary period shall not be terminated without good cause. Good cause means any reasonable job-related grounds for an employee's dismissal based on:

- (a) the employee's failure to satisfactorily perform job duties;
- (b) the employee's disruption of the employer's operation;
- (c) the employee's material or repeated violation of an express provision of the employer's written policies; or
- (d) other legitimate business reasons determined by the employer while exercising the employer's reasonable business judgment.

##### **5.3 Personnel Files**

An employee may review and, at the employee's expense, photocopy the contents of their personnel file. All records regarding an employee shall be maintained in a single personnel file. No derogatory materials shall be placed in the employee's personnel file without the employee's prior knowledge.

##### **5.4 Personal Life**

The personal life of any employee is not an appropriate concern of the Board or its agents unless it interferes with the efficient operations of the District.

**5.5 Uniform Application**

The Board shall apply this Agreement and all rules and policies governing employee activities and conduct uniformly throughout the school district.

**ARTICLE VI – HOURS AND WORKING CONDITIONS**

**6.1 Orientation (Training)**

- (1) The District will provide training for the employees as necessary. The District will pay the employees their regular hourly wage for time spent at Board directed training.
- (2) The District will pay registration fees for classes and workshops that an employee completes outside of work hours that would increase the employee's skills on the job. Prior approval by the Superintendent in writing is necessary before the class or workshop begins. The employee will be reimbursed for the registration fee upon presenting evidence of successful completion of the class or workshop.
- (3) Upon hire, the district will notify the employee of his/her immediate supervisor, job duties, hourly pay rate and normal work year, workday and work year.

**6.2 Physical Exams**

The District will pay the cost of a physical exam when it is required as part of the employee's job.

**6.3 Assignments, Transfer and Vacancies**

The District will make all assignments and or transfers. The District will consider the qualifications, seniority, and desire of the employee before making any assignments and/or transfers of current employees. The District will provide training to any staff member who is transferred to a position for which the employee is unqualified. In the event an employee transfers to another position in the bargaining unit, he/she will not be required to complete another probationary period.

During the school year, all bargaining unit vacancies shall be emailed to the Association President prior to the application deadline, except in cases of urgency as determined by the Superintendent. Current employees who make application will be considered along with all other applications for the vacancies.

**6.4 Work Day – Work Year – Work Week**

The District will assign hours of work, number of days of work, length of work, job responsibility, and/or duties. The hours of work, number of days of work, the length of work, job responsibility, and/or duties may be changed by the District.

**6.5 Lunch**

No employee shall be required to work more than five (5) consecutive hours without being allowed an unpaid meal break. No unpaid meal break shall be for less than one-half (1/2) hour duty free. If the assigned meal break is less than one-half hour duty free, the meal break shall be paid. Meals shall be taken as assigned and directed by the employer.

**6.6 Use of Tobacco**

It is the policy of the District that all school facilities, vehicles and grounds are to be totally tobacco free.

6.7 **Drug Testing**

The purpose of drug testing is to establish and maintain a safe, healthy working environment for all employees and students; to reduce substance abuse related accidental injuries to persons and property; to reduce substance abuse related absenteeism and tardiness and to provide rehabilitation assistance to employees who seek help. Drug or alcohol testing will only be conducted if management determines reasonable cause exists. Reasonable cause means any set of particularized suspicion such as slurred speech, inability to walk straight, erratic behavior, body odor or other visual signs that would lead a reasonable person to believe an employee's work is being affected by being under the influence. The District will NOT conduct random drug or alcohol testing on employees except as already established for bus drivers. An individual has the right to have a second test done by a different agency using the same samples if desired. It is understood that testing, if necessary, should be done only to show on the job usage or impairment. The District will respect the employee's right to confidentiality, representation, privacy and individual dignity throughout the process.

**ARTICLE VII – LEAVE AND ABSENCES**

7.1 **Sick Leave**

- (1) Each permanent full time employee shall earn sick leave credits from the first day of employment to cover documented medical appointments, personal illness, injury, quarantine, maternity, or illness in the immediate family. Immediate family is defined as spouse and children residing in the home. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.
- (2) An employee may not accrue sick leave while in a leave-without-pay status.
- (3) Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.
- (4) Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.
- (5) An employee who terminates employment with the District is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates his employment with the District.
- (6) Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.

7.2 **Sick Leave Bank**

Any bargaining unit member may contribute up to three (3) days of the member's accumulated sick leave annually on or before October 1. In the case of a new hire, the employee will be allowed to donate to the bank once the employee has satisfied the probationary period. The Association will create criteria for use of the sick leave bank and submit the criteria to the Superintendent, who will confirm legality with the District's legal counsel.

7.3 **Military Leave**

The District will grant military leave with or without benefits to the extent required by law.

**7.3 Civic Leave**

Employees who are summoned for jury duty or under subpoena to serve as a witness shall notify their supervisor immediately. Employees shall collect all fees and allowances payable as a result of the service and forward the fees to the business office within three (3) days of receipt. However, if employees elect to charge their juror or witness time off against their annual leave, they shall not be required to remit the fees to the business office.

**7.4 Public Office Leave**

- (1) Employees shall be entitled to a leave of absence without pay, not to exceed 180 days per year, while they are performing public service.
- (2) Employees granted a leave shall make arrangements to return to work within 10 days following the completion of the service for which the leave was granted unless they are unable to do so because of illness or disabling injury certified to by a licensed physician.

**7.5 Family Medical Leave**

- (1) Eligible employees may take Family Medical Leave as provided by law. During such leave, the District shall continue to pay the District contribution to health insurance on behalf of insured employees.
- (2) Any leave an employee may be eligible for pursuant to the Family Medical Leave Act shall run concurrently with leaves granted pursuant to this Agreement.

**7.6 Annual or Vacation Leave**

- 1 Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.
- 2 Seasonal employees shall earn vacation credits. However, such persons must be employed 6 qualifying months before they may use the vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service.
- 3 Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- 4 An employee may not accrue annual vacation leave credits while in a leave-without-pay status.
- 5 Temporary employees do not earn vacation leave credits except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service and temporary employees who are employed continuously longer than 6 months may count as earned leave credits for the immediate term of temporary employment.
- 6 Vacation days for the school year must be approved five (5) days in advance by the immediate supervisor with only day-of-leave notice for emergencies.

- 7) Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

Years of Employment	Working Days Credit	Seasonal/Part time Calculation
1 day through 10 years	15	.058 x no. hrs.
10 - 15 years	18	.069 x no. hrs.
15 - 20 years	21	.081 x no. hrs.
20 years on	24	.092 x no. hrs.

- (8) The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and his immediate supervisor with regard to the best interest of the District, and the best interest of the employee.
- (9) Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued. An employee who terminates his employment for reason not reflecting discredit on himself shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period.

**7.7 Bereavement and Other Leaves**

An employee who suffers a death in the family (spouse, child, parent/guardian, sibling, grandparent, and the corresponding relations of a spouse) is eligible for up to five (5) days of paid bereavement leave, which the Superintendent has the authority to approve. Employees seeking more than five (5) days must apply for that leave through the Board. Any additional grant of leave shall be unpaid.

The District may, at the District's sole discretion and without setting a precedent, grant other leave without pay or benefits.

**7.8 Holidays**

- 1) The District will pay the holidays as required by 20-1-305(8), MCA.
- (a) New Year's Day (January 1);
  - (b) Memorial Day (last Monday in May);
  - (c) Independence Day (July 4);
  - (d) Labor Day (first Monday in September);
  - (e) Thanksgiving Day (fourth Thursday in November);
  - (f) Christmas Day (December 25);
  - (g) State and national election days when the school building is used as a polling place and the conduct of school would interfere with the election process at the polling place.
- (2) If any of the foregoing holidays falls on a Saturday or Sunday, the preceding Friday or succeeding Monday shall not be a holiday.

(3) Employees will have the Friday after Thanksgiving, Christmas Eve and Good Friday as additional paid holidays.

(4) **Additional Paid Days**

1. The day after Thanksgiving Day shall be a paid day off
2. Good Friday shall be a paid day off
3. President's Day shall be a paid day off
4. Martin Luther King Day shall be a paid day off
5. Employees required to work any of the above days shall be paid for all hours worked at time and a half. If the District schedules pupil instruction on either President's Day or Martin Luther King Day, the District will offer floating holidays for those employees required to work on either day.

**7.9 Personal Leave**

All employees are entitled to personal leave based on the following schedule:

- |              |        |
|--------------|--------|
| 1-3 years:   | 1 day  |
| 4-6 years:   | 2 days |
| 7-9 years:   | 3 days |
| 10-12 years: | 4 days |
| 13+ years:   | 5 days |

Unused Personal Days accrued will roll into the employee's sick leave bank for next school year.

**7.10 School Cancellation**

During a regular school calendar day, if school is cancelled for any reason, employees will be allowed to use benefited leave time.

**ARTICLE VIII – COMPENSATION AND FRINGE BENEFITS**

**8.1 Wages**

- (1) Employees shall be paid according to the appropriate wage scale attached hereto as Exhibit A. New positions not currently recognized or placed in a current employee group shall be reviewed by the District before posting to determine the appropriate employee group to assign the new position. An employee assigned as a substitute to a higher classification for a shift of at least 3 hours shall be paid the starting wage of that position or the employee's current wage, whichever is greater. In the event of a classified staff member being assigned as a substitute teacher that classified staff member will be paid at the substitute teacher wage or the employee's current wage, whichever is greater.

Credit for years of prior relevant work experience in the position for which the employee is being hired may be granted by the Superintendent for initial placement on the salary schedule. Employees will not be placed higher than Step 4 on the salary schedule. The Superintendent's decision is not subject to the grievance procedure. Employees shall advance one step on the salary schedule annually on July 1.

- (2) Longevity: Employees at Step 30 on the pay scale will receive 2% above their contract wage.

**8.2 Overtime**

Any work performed in excess of forty hours in a work week shall be compensated at the rate of one and one-half times the employee's regular hourly wage rate. For the purposes of determining

overtime comp time, a work week for the employees covered by this collective bargaining agreement shall start at 12:01 a.m. Sunday and shall continue for the next seven days (24 hours x 7 days = 168 hrs.). By mutual agreement between the District and the employee, the employee may earn and use comp time as prescribed by the Fair Labor Standard Act (FLSA).

**8.3 Workers' Compensation**

All employees must immediately inform their supervisor if the employee is injured on the job.

**8.4 Insurance**

(1) Employees working 30 hours or more per week are considered full time employees for the purpose of health insurance and shall be eligible to participate in the District health insurance or employer paid cafeteria plan. Employees will not be penalized for total hours not worked due to holidays and those days students are not in attendance during the school year.

(2) It is understood that the District's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits or coverage by an insurance carrier, plan, policy or administrator.

(3) The District will provide a comprehensive major medical insurance program (HDIIP \$5,000, \$10,000) for eligible employees and their dependents, and will pay an amount toward the premium such that the out of pocket cost for the employee does not exceed \$75 per month. In addition, the District shall contribute \$6100 in to a Health Reimbursement Account on behalf of each full-time eligible employees.

The District will contribute to only one policy in situations where one employee is entitled to coverage under the terms of a policy issued to another employee. The Board must notify the Association in writing of any carrier or plan change prior to the change occurring. With the written notification, the Board will include a copy of the proposed changes.

**8.5 Use of Private Vehicle**

Employees required by the District in the course of their work to drive personal vehicles shall be paid a mileage allotment equal to the State of Montana rate, and will be required to show proof of insurance.

**8.6 Retirement**

The District will make appropriate contributions to the Montana Public Employees Retirement System (PERS), or to the Teachers Retirement System (TRS) or other appropriate Montana retirement systems as provided by law. Any disagreement or dispute as to the amount of contributions, the application of rules, statutes or benefits shall be the jurisdiction of the retirement system and the courts.

**ARTICLE IX – JOB CLASSES**

**9.1 Job Categories**

The Board hires full-time (regularly scheduled to work 30 or more hours per week), part-time (regularly scheduled to work more than 15 but less than 30 hours per week), and temporary substitute non regular, as needed) employees.

**9.2 Job Description**

Each employee's duties shall be outlined in a job description which may be modified by the supervisor and or the building principal acting through the authority of the Superintendent and the Board. The District shall seek the input of the Association President and the impacted employee before modifying a job description or before setting the grade level of a modified job description.

**9.3 Layoff**

The Board has the exclusive authority to determine the appropriate number of employees. The Board will consider performance evaluations, staff needs and other reasons, including seniority, it deems relevant in determining order of dismissal when it reduces the number of employees or hours for individual employees.

**ARTICLE X – GRIEVANCE PROCEDURE**

**10.1 Definitions**

- (1) A grievance is a claim by a grievant that there has been a specific violation, misapplication or misinterpretation of the terms of the Agreement.
- (2) A grievant is an employee, group of employees or the Association.
- (3) Days shall mean workdays, except as otherwise indicated. Grievances filed in the summer shall be processed using calendar days.
- (4) Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without intervention by the Association, provided that adjustment is not inconsistent with the terms of this contract.

**10.2 Grievance Procedure**

**Step I. Immediate Supervisor**

The grievant shall, within twenty-one (21) days of the occurrence or when the grievant could reasonably have been aware of the act or condition which is the basis of the complaint, present the grievance in writing, to the immediately involved supervisor.

The grievance shall be written on the appropriate grievance form and shall include a statement of the grievance, which article(s) are in dispute, and the requested remedy.

The immediate supervisor will arrange for meeting with the grievant to take place within ten working days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within ten (10) working days after the meeting.

**Step II. Superintendent**

If the grievant or the Association is not satisfied with the decision at Step 1, or if no decision has been rendered within ten (10) working days after presentation of the grievance, then the grievance may be referred to the Superintendent within ten (10) working days. The Superintendent shall arrange for meeting with the grievant to take place within ten (10) working days after receipt of the appeal. Upon conclusion of the meeting, the Superintendent will have ten (10) working days to provide the grievant and the Association with a written decision. If the Superintendent hires an outside investigator to investigate the complaint, the ten (10) day deadline may be extended an additional ten (10) days.

### **Step III. School Board**

If the grievant or the Association is not satisfied with the decision at Step II, or if no decision has been rendered within ten (10) working days after presentation of the grievance, then the grievance may be referred to the Board of Trustees within ten (10) working days. The Chairman of the Board shall arrange for a hearing with the grievant to take place within twenty (20) working days. Upon conclusion of the hearing, the Board will have fourteen (14) calendar days to provide the grievant and the Association with a written decision.

### **Step IV. Appeals**

If the grievant or Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to final and binding arbitration within twenty (20) working days of the rendering of a decision at Level III. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute. The Association shall request for a list of arbitrators from the Board of Personnel Appeals, and the parties will strike names in alternating turns until one name is left. The arbitrator selected will confer with the representative of the Board and exclusive representative and hold hearings promptly and will issue his decision not later than thirty (30) calendar days from the date of the submission of the final statements. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the exclusive representative and will be final and binding upon the parties.

Arbitration Costs: Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. The arbitrator's decision shall be based upon the specific provisions of this Agreement. This arbitration provision shall be for grievances only. There shall be no interest arbitration.

#### **10.3 Exceptions to Time Limits**

The time limits set forth in this Article may be changed by written agreement.

#### **10.4 No Reprisals**

No reprisals of any kind will be taken by the Board, the school administration, the Association or the employee against any person because of participation in this grievance procedure.

#### **10.5 Cooperation of Parties**

The Board, the Administration, the Association and the employee will cooperate with the other in its investigation of any grievance, and further will furnish the other such information as is requested for processing of any grievance.

#### **10.6 Personnel Files**

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

## **ARTICLE XI – EMPLOYEE EVALUATION**

### **11.1 Evaluation**

- (1) Instrument: The District shall develop an evaluation instrument or a different evaluation instrument for different activities of the employees in this bargaining unit. The District will seek input from the Association and Supervisor affected by an evaluation instrument before implementing or changing the evaluation tool.
- (2) The employee will be aware of the evaluation instrument to be used prior to the evaluation.
- (3) Any judgments or statements contained in any or all evaluation instruments of an employee are not subject to the grievance procedure. The process of evaluation is subject to the grievance procedure.

### **11.2 Reports**

Two copies of the evaluation report shall be prepared by the evaluator; one copy to be provided to the employee and one copy signed by the employee to signify that the employee has seen the evaluation and report to be placed in the employee's personnel file.

### **11.3 Rebuttal**

- (1) After receiving an evaluation report, the employee may submit timely signed comments regarding the evaluation which shall be considered with the evaluation. Except as stated below, any complaint regarding an employee made by any person which may be used in any manner in evaluating an employee shall be investigated and called to the attention of the employee and the employee shall be given an opportunity to respond to and/or rebut such complaint.
- (2) Nothing in this section shall stop the District from first reporting the complaint to the sheriff's office, the county attorney's office and/or the (child) welfare office and following the direction of the office(s).

## **ARTICLE XII – EFFECT OF AGREEMENT**

### **12.1 Changes in Agreement**

No change shall be made in any provision of this agreement unless by mutual consent of the parties.

### **12.2 Savings Clause**

If any provision of this Agreement or any application thereof to any employees is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. At the request of either party, negotiations shall immediately begin in order to modify or replace the invalid provisions.

### **12.3 Letter of Intent**

Annually, prior to June 1, the District will issue letters of intent to those employees the District plans to re-employ the next school year.

**12.4 Duplication and Distribution**

Copies of this Agreement shall be printed by the Board within 30 days after the Agreement is signed. Copies shall be presented to all employees now employed or hereafter employed. The Association shall be provided 5 copies of this Agreement.

**12.5 Effect of Agreement**

This Agreement constitutes complete agreement between the Board and the Association. This Agreement supersedes any prior agreement, rules or practices concerning the terms and conditions of employment.

**Poplar Public Schools – Letter of Intent**

**Employee Name:**

**Position:**

**Original Hire Date:**

**2025-2026 Salary:**

**Position:                      Step:**

Date letter received by employee: \_\_\_\_\_

Date employee returned the letter to the District Office: \_\_\_\_\_

Be advised that you have 30 calendar days from the date you receive this letter to return it with your signature to the District Office.

Your signature below indicates you intend to return to the District's employ in the coming school year.

**If you fail to return this signed letter to the District office within 30 calendar days from the date you signed as having received it (below) it will be considered your voluntary, irrevocable resignation from the District.**

All other terms and conditions of employment are controlled by the labor agreement existing between the Poplar Board of Trustees and the Poplar Support Staff.

**Employee Signature:** \_\_\_\_\_

**ARTICLE XIII – DURATION**

**13.1 Duration**

This contract becomes effective July 1, 2025, and shall continue in full force and effect until June 30, 2027. If the exclusive representative or the Board of Trustees desires to modify or amend this Agreement, either the Board or the exclusive representative shall give notice to the other party, during the month of March of the anniversary year, of its desire to negotiate. The exception being the health coverage premiums, which may be negotiated yearly.

**ARTICLE XIV – SIGNATURES**

**Poplar Support Personnel**

Vonda Bingham - President  
Name and Title

10/2/25  
Date

Melissa M<sup>3</sup> Patton  
Name and Title

10/2/25 - vice president.  
Date

J.D. - Secretary  
Name and Title

10/2/25  
Date

Mailee Buckles  
Name and Title

10-2-25  
Date

**Poplar School District Nos. 9 & 9B Board of Trustees**

[Signature]  
Chairperson

12/8/25  
Date

[Signature]  
Trustee

12-2-25  
Date

[Signature]  
Trustee

12/8/25  
Date

Robyn Baker  
Trustee

12/8/25  
Date

[Signature]  
Trustee

12-8-2025  
Date

**Memorandum of Agreement  
Between  
Poplar School District  
And  
Poplar Support Personnel**

The PSP and District have discussed and collectively agreed to the changes regarding health insurance. Therefore, the School Board and Poplar Support Personnel are entering into this Memorandum of Agreement.

**ARTICLE VIII  
COMPENSATION AND FRINGE BENEFITS**

**8.4 Insurance**

(3) The District will provide a comprehensive major medical insurance program (HDHP \$5000/\$10,000) for eligible employees and their dependents, and will pay an amount toward the premium such that the out-of-pocket cost for the employee does not exceed \$75 per month. In addition, the District shall contribute \$6100 in to a Health Reimbursement Account on behalf of each full-time eligible employees. The District will offer vision and dental plans covering single, single + spouse, single + kids, and family at no additional cost to the employee.

The District will contribute to only one policy in situations where one employee is entitled to coverage under the terms of a policy issued to another employee. The Board must notify the Association in writing of any carrier or plan change prior to the change occurring. With the written notification, the Board will include a copy of the proposed changes.

(4) The District will contribute towards the HDHP \$3,400/\$6,800 composite rate an amount that results in an out of pocket contribution of \$150 per month for the employee. The District will offer vision and dental plans covering single, single + spouse, single + kids, and family at no additional cost to the employee. Annually for qualified employees, the District shall contribute into a Health Reimbursement Account \$6100.

(5) Pay in-lieu of District Insurance: Employees who do not wish to take the District provided health insurance options above will be given the option to accept 75% of the total health insurance cost provided by the District for a single coverage plan including vision, dental and HRA, via an additional amount added to their paycheck. Employees must provide yearly proof of insurance to the district office to receive in-lieu pay.

Example of Pay in-lieu of District Insurance	
Health Plan Yearly Amount	\$18,223.56
Vision Plan Yearly Amount	\$156

Dental Plan Yearly Amount	\$528
HRA Yearly Amount	\$6,100
Amount Added Yearly for Employee	\$18,755.67
Amount Added per Pay Period	\$781.49

- 1. Term of Agreement:** This MOA will take effect upon the signature of both parties below, and shall remain in effect until June 30, 2027, unless revoked earlier by joint written agreement of the parties. Upon expiration of the term of the agreement, or upon joint written revocation by the parties, this MOA shall be of no further force and effect and will be removed from the collective bargaining agreement in the event it has been attached thereto.
- 2. Effect on CBA and Conditions of Employment:** During the term of this MOA, this MOA modifies only those working conditions addressed herein. All provisions of the collective bargaining agreement not modified herein shall remain in full force and effect.
- 3. State and Federal Laws:** All state and federal laws, rules and regulations shall apply during this time unless specifically waived by the governing authority.
- 4. Expiration and Precedent:** This Agreement shall be effective from the date of signature to June 30, 2027, and shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties have knowingly and voluntarily entered into this MOA on the dates shown below.

**Poplar Support Professionals**

Vonda Bighorn

Vonda Bighorn, President

5/18/26

Date

**Poplar Public Schools**

Lori Smoker

Lori Smoker, Board Chair

5/26/26

Date