

**Memorandum of Understanding**  
Between  
**THE STATE OF MONTANA,  
BOARD OF PUBLIC EDUCATION  
MONTANA STATE SCHOOL FOR THE DEAF AND THE BLIND**  
And  
**MONTANA SCHOOL FOR THE DEAF AND THE BLIND  
FEDERATION OF TEACHERS  
LOCAL #4027, MFPE, NEA, AFT, AFL-CIO**

This Memorandum of Understanding (“MOU”) is entered into by the State of Montana, Board of Public Education, Montana State School for the Deaf and the Blind (“Employer”) and the Montana State School for the Deaf and the Blind Federation of Teachers Local #4027, MFPE, NEA, AFT, and AFL-CIO (“Federation”). This MOU amends the current collective bargaining agreement between the parties (Labor Agreement No. 072). The MOU shall be effective during the term of Labor Agreement 072 (July 1, 2023, through June 30, 2025).

**RECITALS**

- (1) The Employer and Federation have negotiated increases to employees’ pay based on longevity.
- (2) Under Labor Agreement 072, the method for calculating longevity is not uniform for all employees, as follows:
  - a. *Employees under Addendums A1, A-3, and A-5.* The calculation of longevity for these employees affords credit for one service year (2,080 hours) if employees are employed for a full contract year (185 days).
  - b. *Employees under Addendum A-2.* The calculation of longevity for these employees does not afford credit for one service year (2,080 hours) if employees are employed for a full contract year (185 days). The determination of longevity for these employees would be prorated. This would result in employees obtaining service credit only for contracted hours worked during the contract year.
- (3) The parties negotiated a phase-in for the longevity benefits of employees under Addendums A-1, A-3, and A-5 that is not memorialized in Labor Agreement 072. (Employees under Addendum A-2 are not subject to this phase-in of longevity.)
- (4) The parties desire to amend Labor Agreement 072 to ensure the calculation and phase-in of longevity pay accurately reflects their agreements.

## CONTRACT AMENDMENTS

This MOU amends Labor Agreement No. 072, as described herein. In all other respects, Labor Agreement 072 remains unchanged.

### I. **Amendment of Article 9 (Compensation), Section 1**

Article 9 (Compensation), Section 1, is removed in its entirety, and replaced with the following:

**Section 1.** The compensation addressed in this Article 9 and Addendums A-1, A-2, A-3, A-4, A-5, and B represents the total compensation due employees.

A. **Addendum A-1.** This addresses the pay for Teachers. It includes a Placement Schedule to be used for initial placement of new hires. It also addresses stipends, statutory pay increases, and longevity.

The term "Teacher" as used in Addendum A-1 shall include Activities Director, Librarian, Special Education Coordinator, Guidance Counselor, Behavior Specialist, Transition Coordinator, Cottage Counselor, Communication Technician, ASL Specialist, and Outreach Consultant.

B. **Addendum A-2.** This addresses the pay for Paraeducators, Media Clerks, and Braille Transcriptionists. It includes minimum hourly rates, stipends, statutory pay increases, and longevity.

C. **Addendum A-3.** This addresses the pay for Interpreters and Tutors. It includes a salary schedule, statutory pay increases, and longevity.

Interpreting and tutoring time will normally not exceed 40 hours per week. Any authorized time beyond 40 hours per week or eight hours in a day will be compensated at the rate of one and one-half times the employee's true hourly rate.

D. **Addendum A-4.** This addresses the compensation for extracurricular activities, including sports, class sponsors, and clubs.

E. **Addendum A-5.** This addresses fee stipends for Braille Transcriptionists, Interpreters, and LPNs.

LPNs will receive two hours of compensatory time for each eight-hour shift they are placed on-call. If actually called in to work, LPNs will receive a minimum of two hours compensatory time and two hours pay at true hourly rate.

- F. **Addendum B.** This states the rules for administering Teachers' salaries.

The term "Teacher" as used in Addendum B shall include Activities Director, Librarian, Special Education Coordinator, Guidance Counselor, Behavior Specialist, Transition Coordinator, Cottage Counselor, Communication Technician, ASL Specialist, and Outreach Consultant.

- G. **Compensatory Time for Non-Exempt Employees:** Many Montana School for the Deaf and the Blind employees are exempted by one or more of the overtime exemptions delineated in the Fair Labor Standards Act. Certain other Montana School for the Deaf and the Blind employees are not exempt from the overtime requirements of the Fair Labor Standards Act. For each pay period, Fair Labor Standards Act non-exempt employees shall designate on a form to be developed by the business office whether they wish to be paid overtime at one and one-half times their normal hourly rate for each hour worked over 40 hours per week or earn compensatory time at a rate of one and one-half hours for each hour worked over 40 hours per week. An employee must have administration approval prior to working overtime. The Employer and the employee shall arrange for the use of compensatory time by mutual agreement and in accordance with School policy. Compensatory time earned and when used will be recorded in no less than one-half hour increments. Compensatory time may be accumulated to a maximum of 40 hours. Unused non-exempt compensatory time at the end of a school year will be carried over to the next school year.

## II. **Amendment of Article 9 (Compensation), Section 3**

This section states: "A year of experience shall be recognized for purposes of any salary increases based upon longevity or length of service only if the employee was actually on the job for at least 70% of the total number of days normally contracted for the position in question and received satisfactory performance appraisal evaluation(s) for that year, unless mutually agreed to otherwise by the parties to this collective bargaining agreement."

Article 9 (Compensation), Section 3, is removed in its entirety, and replaced with the following:

1. Effective July 1, 2023, employees shall be entitled to longevity as set forth in this section and Addendums A-1, A-2, A-3, and A-5.
2. Longevity is accrued through consecutive years, in the same position, at MSDB. In determining whether there has been a disqualifying break in service, service shall not be interrupted by authorized leaves of absence.
3. Service shall be calculated as follows:
  - a. A full-time employee shall be credited with 2,080 service hours for each year the employee is employed for a "full contract year."

- b. The service credit for an employee who does not work full time and for a full contract year shall be prorated.
  - c. A “full contract year” consists of approximately 185 days.
    - i. An employee who works less than 130 days per school year shall be considered to have worked less than a full contract year and will be subject to longevity being prorated.
    - ii. An employee who works 130 days or more per school year shall be considered to have worked a full contract year.
  - d. An employee may be contracted to work less or more than eight hours per day during the contract year.
    - i. An employee who works less than four hours a day shall be part time and will be subject to longevity being prorated.
    - ii. An employee who works four or more hours per day shall be full time.
  - e. Proration shall be based on comparison to a full-time employee being credited with 2,080 service hours for each full contract year of 185 days.
  - f. The maximum number of service hours per year is 2,080 (regardless of whether the number of hours worked exceeds this amount).
4. The timing for the calculation of service hours shall be annually after a contract year is complete. The first calculation of service hours under the terms of this MOU shall occur after the 2023-2024 contract year is complete.
5. The first payment of longevity under the terms of this MOU depends on the employee’s position.
- a. Employees under Addendum A-2 are not subject to the phase-in of longevity benefits. The first time these employees shall be eligible for the payment of longevity under the terms of this MOU shall be during the 2024-2025 contract year.
  - b. Employees under Addendums A-1, A-3, and A-5 are subject to a phase-in of longevity benefits. The first time these employees will be eligible for longevity pay shall be determined as follows:
    - i. Following calculation of service hours, an employee will be reviewed to determine whether they are eligible to start receiving longevity pay for the first time. If eligible, longevity pay would start the next contract year.
    - ii. The first time an employee may be eligible for longevity to be paid is for the 2024-2025 contract year. Regardless of service credit, not all employees will be eligible for longevity for the 2024-2025 contract year because benefits will be phased in.

- iii. An employee will be eligible to start receiving their first longevity pay increase for the contract year after the employee reaches, for the first time, a threshold of the service hours listed with pay increases in their Addendums.
- iv. Examples:
  - 1. At completion of 2023-2024 contract year, employee has 16,640 service hours (8 service years). Employee will not start receiving longevity pay for the 2024-2025 contract year. Employee will be eligible to start receiving longevity pay on the first contract following the completion of the contract year when employee obtains 20,800 service hours (10 service years). Working full time for full contract years, employee would obtain 20,800 service hours (10 service years) when contract year 2025-2026 was complete. Employee would start receiving longevity pay on employee's 2026-2027 contract.
  - 2. At completion of 2023-2024 contract year, employee has 65,000 service hours (over 30 service years) and crossed the 62,400 service hours (30 service years) threshold for the first time that year. Employee is eligible to start receiving longevity pay on the 2024-2025 contract.
- c. Once an employee has started receiving longevity pay for the first time, the employee will continue to receive longevity payments. The service hours at the end of each contract year will be evaluated to determine the increase to base rate for the next contract year.

III. Amendment to Addendum A-1

There is a section in Addendum A-1 that states:

- ***Effective July 1, 2023, any employee covered by this wage schedule shall be entitled to a longevity increase on their current base rate according to the table below. Longevity is accrued through consecutive years, in this position, at MSDB. (MCA 2-18-304)***

Yearly Longevity Increment	Total % increase to current base rate
5 years	1.50%
10 years	3.50%
15 years	5.50%
20 years	7.50%
25 years	9.50%
30 years	11.00%
35 years	12.50%

The above section of Addendum A-1 is removed in its entirety and replaced with the following:

The following table shows the service thresholds and corresponding increases to base pay rates:

Service Hours	Service Years	Increase to Base Rate
10,400	5	1.5%
20,800	10	3.5%
31,200	15	5.5%
41,600	20	7.5%
52,000	25	9.5%
62,400	30	11.0%
72,800	35	12.5%

\*The calculation of longevity is further addressed in Article 9 (Compensation), Section 3.

#### IV. Amendment of Addendum A-2

There is a section in Addendum A-2 that states:

- *Effective July 1, 2023, any employee covered by this wage schedule shall be entitled to a longevity increase on their current **base rate** according to the table below. Longevity is accrued through consecutive years, in this position, at MSDB.*

Yearly Longevity Increment	Total % increase to current base rate
5 years	1.50%
10 years	3.50%
15 years	5.50%
20 years	7.50%
25 years	9.50%
30 years	11.00%
35 years	12.50%
40 years	14.00%
45 years	15.50%
50 years	17.00%
55 years	18.50%
60 years	20.50%
65 years	21.50%

The above section of Addendum A-2 is removed in its entirety and replaced with the following:

The following table shows the service thresholds and corresponding increases to base pay rates:

Service Hours	Service Years	Increase to Base Rate
10,400	5	1.5%
20,800	10	3.5%
31,200	15	5.5%
41,600	20	7.5%
52,000	25	9.5%
62,400	30	11.0%
72,800	35	12.5%
83,200	40	14.0%
93,600	45	15.5%
104,000	50	17.0%
114,400	55	18.5%
124,800	60	20.5%
135,200	65	21.5%

\*The calculation of longevity is further addressed in Article 9 (Compensation), Section 3.

#### V. Amendment to Addendum A-3

There is a section in Addendum A-3 that states:

- *Effective July 1, 2023, any employee covered by this wage schedule shall be entitled to a longevity increase on their current **base rate** according to the table below. Longevity is accrued through consecutive years, in this position, at MSDB.*

Yearly Longevity Increment	Total % increase to current base rate
5 years	1.50%
10 years	3.50%
15 years	5.50%
20 years	7.50%
25 years	9.50%
30 years	11.00%
35 years	12.50%
40 years	14.00%
45 years	15.50%
50 years	17.00%
55 years	18.50%
60 years	20.50%
65 years	21.50%

The above section of Addendum A-3 is removed in its entirety and replaced with the following:

The following table shows the service thresholds and corresponding increases to base pay rates:

Service Hours	Service Years	Increase to Base Rate
10,400	5	1.5%
20,800	10	3.5%
31,200	15	5.5%
41,600	20	7.5%
52,000	25	9.5%
62,400	30	11.0%
72,800	35	12.5%
83,200	40	14.0%
93,600	45	15.5%
104,000	50	17.0%
114,400	55	18.5%
124,800	60	20.5%
135,200	65	21.5%

\*The calculation of longevity is further addressed in Article 9 (Compensation), Section 3.

**VI. Amendment of Addendum A-5**

Section 3 in Addendum A-5 states:

- *Effective July 1, 2023, any employee covered by this wage schedule shall be entitled to a longevity increase on their current **base rate** according to the table below. Longevity is accrued through consecutive years, in this position, at MSDB. (MCA 2-18-304)*

Yearly Longevity Increment	Total % increase to current base rate
5 years	1.50%
10 years	3.50%
15 years	5.50%
20 years	7.50%
25 years	9.50%
30 years	11.00%
35 years	12.50%
40 years	14.00%
45 years	15.50%
50 years	17.00%
55 years	18.50%
60 years	20.50%
65 years	21.50%



The above portion of Addendum A-5, Section 3, is removed in its entirety and replaced with the following:


The following table shows the service thresholds and corresponding increases to base pay rates:

Service Hours	Service Years	Increase to Base Rate
10,400	5	1.5%
20,800	10	3.5%
31,200	15	5.5%
41,600	20	7.5%
52,000	25	9.5%
62,400	30	11.0%
72,800	35	12.5%
83,200	40	14.0%
93,600	45	15.5%
104,000	50	17.0%
114,400	55	18.5%
124,800	60	20.5%
135,200	65	21.5%


\*The calculation of longevity is further addressed in Article 9 (Compensation), Section 3.

This Agreement is signed this 6/13/2024.

FOR THE STATE:

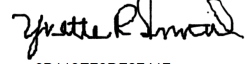
DocuSigned by:  
  
2DBD96996020493...  
Paul Furthmyre, Superintendent  
Montana State School for the Deaf and Blind

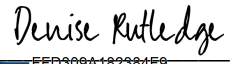
DocuSigned by:  
  
97FB828B1867465...  
Tim Tharp, Chair  
Montana State Board of Public Education

DocuSigned by:  
  
382B3999E2BE4DB...  
Karol Anne Davis, Chief  
State Office of Labor Relations

FOR THE FEDERATION:

DocuSigned by:  
  
AC0C0F8470D444A...  
Shelli Lavinder Schwalk  
MFPE Field Consultant

DocuSigned by:  
  
6B113E78DF27417...  
Yvette Smail  
MFPE Local # 4027

DocuSigned by:  
  
FFD309A182384F9...  
Denise Rutledge  
MFPE Local # 4027