

ARTICLE I - PURPOSE

Section 1 - Parties: This Agreement is entered into July 1, 2017, between the Board of Trustees of School District No. 19, Rosebud County, State of Montana, acting in the name of said School District, hereinafter referred to as the "School District," and the Colstrip Faculty Association, affiliate MEA-MFT, Rosebud County, Montana the "Exclusive Representative," pursuant to and in compliance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapters 31 and 33, Montana Codes Annotated, 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 II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 - Recognition: In accordance with the Act, the School District recognizes the Colstrip Faculty Association, affiliate of MEA-MFT, as the Exclusive Representative of teachers employed by the School District, which Exclusive Representatives shall have those rights and duties as prescribed by the Act and as described in this Agreement.

Section 2 - Appropriate Unit: The appropriate Unit shall consist of all teachers of the School District who are certified in Class 1, 2, 4, 5, 6 or 7 as provided in Section 20-4-106, MCA. Supervisors as defined by the Act, and substitute teachers shall not be considered members of the appropriate unit.

Section 3 - Meet and Negotiate: Neither the Association nor the School District shall attempt to meet and negotiate with any individuals except through the officially designated representatives of the parties. At the District's request members who work more than one hundred eighty-seven (187) days will be compensated at their contracted daily rate.

ARTICLE III - 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, Title 39, Chapters 31 and 33, MCA, as amended and this Agreement.

Section 2 - School District or School Board: The term "School Board" or "School District" shall mean School District No. 19, Rosebud County, Montana, its Board of Trustees or its officials and representatives as designated by the Board of Trustees.

Section 3 - Teacher or Employee: The term "teacher" or "employee" as used herein shall mean a member of this recognized unit as defined in this Agreement.

Section 4 - Association: The term "Association" or "CFA" shall mean the Colstrip Faculty Association, affiliate of MEA-MFT, or its officials and representatives as designated by the Colstrip Faculty Association.

Section 5 - Days: The term "days" shall mean teacher work days, except as otherwise indicated.

Section 6 - Meet and Confer: The School District and the Association agree that during the period of this Agreement representatives of the School District and the Association may meet and confer as the occasion requires to resolve matters of concern to both parties, but which matters are not covered by this Agreement, except as otherwise specified. If a matter is of such concern that may require the School Board's decision, the Chairman of the School Board or her/his designee shall also become a participant in such meet and confer sessions.

Any conclusions reached by the parties and reduced to writing, shall not become part of this Agreement, but may become a guideline for interpretation of this Agreement.

ARTICLE IV - RIGHTS OF THE SCHOOL DISTRICT

Section 1 - Inherent Managerial Rights: The Association recognizes that the School District is not required to and is not permitted to meet and negotiate on matters of inherent managerial prerogatives. The School Board shall retain, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law to establish school policy of operation including, but not limited to, the right:

Subsection A: To exercise the executive management and administrative control of the school system and its properties, facilities, programs, and the contracted activities of its employees.

Subsection B: To employ and re-employ all personnel, determine their qualifications for employment and work assignments; and further to promote, demote, or dismiss such personnel as provided by the law.

Subsection C: To select textbooks and other teaching materials to be used in all courses of instruction, to establish and supervise curriculum, manner of instruction, class schedules, hours of instruction, days school shall be in session, physical plant and other facilities, except as hereinafter set forth.

Subsection D: To consolidate or eliminate any teaching position as it determines advisable at any time.

Section 2 - Effect of Laws, Rules and Regulations: The Association shall recognize any agent of the School Board selected to represent it in any matter covered by this Agreement, as evidenced by a letter of appointment executed by the School Board Chairperson or Clerk of the School District. The parties recognize that the teachers covered by this Agreement shall perform the teaching and teaching related services prescribed by the School District. The parties also recognize the rights, obligations, and duties of the Board of Trustees and its duly designated officials to promulgate rules, regulations, directives, and orders in so far 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 provision 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.

ARTICLE V - TEACHER RIGHTS

Section 1 - Teacher Rights: All teachers are entitled to the following rights:

1. To not be discriminated against by the School District on the basis of race, color, creed, age, sex, national origin, or political affiliations.
2. To retain membership and participate in the activities of the Colstrip Faculty Association or any other educational association without fear of discipline or discrimination from the School District.
3. To participate in political or religious activities which do not interfere with the instructional process without fear of intimidation or discrimination from the School District.
4. To not be disciplined, reprimanded, reduced in rank or compensation, without due process.
5. To maintain a personal life which shall not come under examination by the School District unless it affects the student-teacher relationship or the teacher's professional performance.

6. To have any complaint directed against a teacher covered by Exhibit A and/or B of this Agreement called to the attention of that teacher in writing within ten (10) days of the receipt of the written complaint. The teacher shall be given adequate time to respond to the written complaint before any action is taken.
7. To refuse a practicing student-teacher assignment.
8. To be informed in writing if any material is to be placed into his/her personnel file. Further, the teacher may write a response to such material and the response shall be attached to the material.
9. Any teacher who has been dismissed before the expiration of her/his employment contract may proceed in accordance with state statutes.
10. The School Board and/or the school administrator in the teacher's chain of command agrees to follow a policy of progressive discipline which would normally include verbal warning, written reprimand, suspension, or dismissal may be implemented at any level by the School Board and/or the school administrator in the teacher's chain of command depending upon the seriousness of the offense.
11. No teacher shall be disciplined, reprimanded, suspended, reduced in rank or compensation, dismissed, non-renewed or terminated without just cause. It is understood that this provision does not apply to the non-renewal of non-tenured teachers.
12. The terms and conditions of this Agreement shall be interpreted and uniformly applied throughout the School District.
13. The curriculum, materials, textbooks and methods of instruction in the School District shall be determined and developed by the District in consultation with the teachers.

ARTICLE VI - RIGHTS OF THE ASSOCIATION

Section 1 - Use of District Mail System: The Association may use the inter-district mail system and School District Mail boxes for distribution of Association notices.

Section 2 - Use of District Machines: The Association may use School District machines as long as the use does not interfere with the educational process and materials used such as paper and supplies are paid for by the Association at District cost.

Section 3 - Orientation Workshop: Upon request Association shall be granted up to a three (3) hour block of time during an orientation duty day to conduct a workshop at the beginning of the school year. All teachers shall be required to attend this workshop. Any other interested persons may attend the workshop.

Section 4 - Pertinent Information: The Board agrees to furnish to the Association upon request all public information in the format reasonably accessible to the employer subject to disclosure pursuant to Montana's public information and collective bargaining laws. The Association agrees to reimburse the District at the rate of five cents (\$.05) per page for requested information.

At the same time they are made available to the Board, all agendas and supporting documents will be given to the Association president. Copies of board minutes, trustees' annual reports, and final budgets will be given to the Association president after approved by the Board.

Section 5 - Local Association Use of Buildings: The local Association and its representatives have the right to use school buildings for local Association meetings. The Superintendent or his/her designee and

the building principal in question shall be notified in advance of the time and place of all such meetings. Such meetings shall not interfere with normal school operations and/or individual employees' duties or responsibilities. The Superintendent may approve long-term agreements for use of facilities. Such agreements shall be renewed annually.

Section 6 - Meetings: CFA meetings will be held on the second Tuesday of every month, September through May, at 4:15 p.m. Monthly CFA meetings will be published in the District calendar and District bulletin. Every effort will be made to avoid schedule conflicts with CFA meetings.

ARTICLE VII - DUTY YEAR AND DUTY DAY

Section 1 - Duty Year: The basic duty year for regular teachers shall consist of one hundred eighty-seven (187) duty days, as scheduled by the School District. A duty day shall mean a day when the teacher is required 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 no later than the regularly scheduled School Board meeting in April, for the succeeding school year. The School District shall consult the Association regarding the calendar. The school calendar shall be part of School District policy and shall not be a part of this Agreement. Any extension, other than re-scheduling, beyond 187 days shall be calendared by mutual consent between the parties and shall be paid at the daily rate.

Section 3 - Re-scheduling: In the event that any employee duty day is lost due to a school closing, the teacher shall perform duties on such other day in lieu thereof, as the School District determines, without additional compensation.

Section 4 - Duty Day: The duty day will be 8:00 a.m. until 4:00 p.m. The building principal, at his/her discretion, may extend the duty day one-half ($\frac{1}{2}$) hour per week twice a month with one working day's notice. A teacher may be required to perform the following additional duties that may extend beyond the duty day:

1. Parent conferences - no more than two (2)
2. Annual open houses - no more than two (2)
3. In-service attendance one day per month
4. Curriculum meetings will not extend more than one (1) hour per week per committee beyond the duty day, excluding Fridays, if an incentive credit is given. The incentive credit shall be approved by the District Professional Development/In service Committee.

"Early Bird" courses may be offered at the high school with the agreement of the course instructors. It is understood that these courses would require staff to begin classes prior to the times listed in this section. The length of day would remain the same, as the teacher would complete his/her duty day earlier.

NOTE: In the event an employee is required to attend a ER/IEP meeting which accumulates over one (1) hour per week beyond the duty day, the employee may exercise the option to sign out and leave school following student dismissal for an equivalent amount of time after other professional obligations are met. The building administrator must be notified prior to leaving the building.

Section 5 - Friday and Days Immediately Preceding School Vacations: The teacher duty day on Fridays, the day immediately preceding MEA convention days, and days immediately preceding school vacations will end ten (10) minutes after completion of the assigned instructional day.

Section 6 - Duty Free Periods: All teachers will have a duty free lunch period of at least thirty (30) minutes, except those assigned noon duty by the building principal not to exceed two (2) days a week.

Teachers assigned noon duty will receive free lunch for those days assigned. Teachers may volunteer for an unlimited amount of noon duty.

With the exception of an emergency, which does not include prearranged absences, all teachers will have at least one duty free preparation period every duty day within the hours of student school attendance. This period will not be less than 30 minutes per day for K-5 teachers and not less than the length of one student instructional period for middle school and high school teachers.

Travel time between schools for teachers serving in more than one building shall not be considered part of the preparation period.

The District and the Association agree that teachers may attend Evaluation Report meeting (ER) and individual education plan (IEP) meetings at their convenience during preparation periods as a means to meet the needs of students. The attendance of these meetings by teachers during preparation periods is not an explicit requirement by the District, but is an amenity for all concerned.

Failure to attend such a meeting, when the teacher deems that other professional obligations are paramount, will not result in any kind of censure from the District. Furthermore, the District may from time to time schedule non "emergency" opportunities during preparation periods and request the presence of all of the Association members during their preparation periods under the same parameters.

Moreover, it is the intent of the District to provide duty free preparation periods for Association members during non-emergency situations whenever possible. Teachers are not obligated to become substitute teachers during their preparation periods, but they may supervise students for a colleague, who is called away from class, at their own discretion.

Section 7A: All Middle School and High School personnel as defined by Article II, section 2 of this Agreement may volunteer to monitor extra-curricular activities at the rate of \$10.00 per hour. K-5 may volunteer to monitor middle school and high school extra-curricular activities at the rate of \$10.00 per hour. If not enough volunteers come forward, the district may assign Middle School and High School personnel to monitor no more than two extra-curricular activities per school year at the rate of \$10.00 per hour.

Section 7B - Monitoring Curricular Activities:

All K-5 personnel shall monitor no more than two (2) musical concerts performed beyond the duty day by students in the building of their teaching assignment per school year. Teachers will be compensated with incentive credits for supervising a second evening music concert.

Section 8 - Elementary School Duty: No member of the Association involved in grades Kindergarten through five will be assigned multiple duties in any one day unless a break of at least fifteen (15) minutes, away from regular classroom responsibilities, is provided between said duties.

Section 9 - Distance Learning:

Subsection A - Definition: Telecommunicating will be defined as the teaching of student via a two-way, interactive television system.

Subsection B - Time and Compensation: Teachers who will be presenters will be provided with initial and ongoing telecasting training at District expense.

Subsection C - Voluntary Assignment: Any telecommunicating teaching assignment will be made only with the consent of the teacher involved. If no teacher agrees to accept the assignment, the District may employ additional certified personnel.

Subsection D - Responsibility of Teachers: The telecast teacher shall not be solely responsible for

the behavior of students at the remote sites.

Subsection E - The District agrees to repair and maintain the telecommunicating equipment.

Subsection F - Rebroadcast Conditions: The District agrees that it will not telecast a telecommunicating course with a television signal that would allow for general public viewing. Class projects may be rebroadcast with the telecast teacher's prior approval.

Videotapes may be made of the televised instruction with the teacher's prior approval. Such videotapes may be used only for purpose of make-up work for students who were absent from school during the original telecast period.

The telecast teacher will have the authority to erase any videotape of any televised instruction.

ARTICLE VIII - BASIC COMPENSATION

Section 1 – 2017-2018, 2018-2019 Rate of Pay: The wages reflected in Exhibit "A", hereto attached, and by this reference made a part of this Agreement thereof, shall be effective only for the 2017-2018, 2018-2019 school years, and teachers shall advance one (1) experience increment on the salary schedule subject to Section 2 hereof.

Section 2 - Status of Salary Schedule: The salary schedule shall not be construed to continue beyond the duration of this Agreement.

Section 3 - Placement on the Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subsection A - Eligibility of Credits

Credits to be applied to an educational lane of the salary schedule must be courses entitled "Education" or in the field of the teacher's assignment and/or endorsements, courses recommended by the School District, or courses approved by the Superintendent or his/her designee.

For all Lane Changes: Credits to apply must be credits for which a prior approval form and official transcript is on file.

Subsection B - Grades and Credits: To apply to the salary schedule, all credits earned for advancement to any lane beyond the Bachelor's degree educational lane must be courses in which at least a "B" or a "Pass" grade is earned.

Subsection C - Lane Changes: All teachers who plan to earn credit which will result in a lane change shall notify the Superintendent by June 1 of the calendar year during which the contemplated lane change or salary change will occur.

Subsection D - Prior Approval: Courses and/or alternate courses for all credits in order to be considered for application on the salary schedule must be approved by the Superintendent or her/his designee in writing prior to the completion of the course.

Subsection E - Grade Transcripts: The teacher is responsible for supplying the School District with all grade transcripts and other supporting documents as may be required for the purpose of determining qualifications of credits for lane change by October 1.

Subsection F - Application: Credits to apply to educational lanes beyond a particular degree lane must be earned subsequent to the degree as specified in this Agreement, Subsection B. Credits

taken to fulfill the requirements of the teacher's assignment by the School District will apply to the lane change.

Subsection G – Definition of Credit: Fifteen (15) quarter hours or the equivalent shall be required for lane changes beyond the Bachelor's lane and must conform to the requirements as outlined in Article VIII, Section 3, of this Agreement.

One (1) Semester Credit = One and one half (1.5) Quarter Credits = One (1) College Units.

CONVERSION TABLE:

Quarter Credits	=	Semester Credits	=	College Units 15 hours = 1 unit
BA+15	=	BA+10	=	BA+10
BA+30	=	BA+20	=	BA+20
BA+45	=	BA+30	=	BA+30
BA+60	=	BA+40	=	BA+40
BA+75	=	BA+50	=	BA+50

Subsection H - Effective Date: Subject to Subsection C hereof, individual contracts will be modified to reflect qualified educational lane changes once each year, providing a transcript of qualified credits is submitted to the Superintendent's office no later than October 1. Credits submitted by transcript after October 1, even though otherwise qualifying, shall not be considered until the following school year. If a transcript is not available by October 1, other satisfactory evidence of successful completion of the course work will be accepted, pending receipt of the official transcript. A pay adjustment, however, shall not be made until the official transcript is received.

Subsection I - New Employees: A teacher newly employed will be given one (1) year's credit for each year of successful teaching experience within the last nine (9) years up to seven (7) years' credit. A full year's experience will be defined as a minimum of one hundred fifty (150) pupil instruction days in a fiscal year.

Subsection J: For the purpose of this Agreement, teachers must be paid 150 of 187 days (excluding sick leave bank) in order to obtain an experience step.

Subsection K: Full vocational certification will be credited as fifteen (15) hours toward a lane change.

Subsection L - Appeal: A teacher may appeal his/her placement on the salary schedule.

Section 4 - Placement on the Master's Degree Lane: To be placed on the Master's Degree lane on the salary schedule a member of the unit must have a Master's Degree in the area of education or a Master's Degree in the area of the member's endorsement.

Section 5 - Placement Beyond the Master's Degree Lane: For credits to apply to a lane beyond Master's lane, they must meet the requirements outlined in Article VIII, Section 3, Subsection A.

Section 6 - Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

Section 7 - Pay Periods

Subsection A: Teachers shall be paid semi-monthly with payments scheduled on the 5th and 20th of each month. Teachers will be paid over 12 months (24 payments). Remaining payments will be issued the last working day of the teacher's current contract and when the supervisor has approved and signed the teacher check-out form.

Subsection B: The District shall provide any required payroll materials on the first (1st) PIR day. All teachers present shall submit said forms to the School District on the first (1st) student instruction day. Those absent shall submit all said forms on the first day in attendance.

CFA will provide to the payroll department, an authorization and amount of union dues to be deducted as soon as possible.

Section 8 - Part-time Employees: All teachers who are employed by the School District, on less than a full-time basis, shall be entitled to School District leaves and salary on a pro-rated basis, based on the number of hours worked compared to a 40-hour week.

Section 9- Workers' Compensation: If an employee is injured on the job and is collecting Workers' Compensation, the employee must obtain express written consent from the insurer to allow the employee to supplement Workers' Compensation with sick leave.

ARTICLE IX - EXTRACURRICULAR COMPENSATION

Section 1 - Extracurricular Compensation: The wages and salaries as set forth in Exhibit "B" hereto attached, and by this reference made a part of this Agreement thereof, shall be effective for the 2017-2018 and 2018-2019 school years.

Section 2 - Assignment of Extracurricular Duties: No teacher may be required to fulfill an extracurricular assignment against his/her will.

Section 3: Extracurricular assignments associated with additional compensation shall not be construed to be tenure assignments.

Section 4: The administration and the School Board will make an attempt to fill the positions in Exhibit "B" with certified personnel. The superintendent or his/her designee will have the option of rejecting any/all applicants after reviewing the training/experience of the applicant. This determination is subject to all applicants. If any extracurricular position, either currently established or added in the future, or if there is a resignation during the contract year and the position is not filled by certified personnel, non certified personnel may be hired.

Those non certified sponsors or coaches currently holding positions that have had two successful evaluations in the same sport/activity and position (i.e. assistant coach, head coach etc.) who would like to continue in the position will result in that position not being opened.

Section 5 - New Extracurricular: After agreement on compensation for the position has been reached by mutual agreement of the Association and the School Board, positions may be added to the Extracurricular Schedule, Exhibit "B", at any time during the duration of this contract.

Section 6: Pay will be issued upon satisfactory completion of the activity or sport, an equipment inventory, and the signature of the Activities/Athletic Director and Principal.

ARTICLE X - INSURANCE

Section 1 - Health, Group Disability, Dental, Vision and Life Insurance

Subsection A - Selection and Representation: The selection of the insurance carrier and the benefit package shall be made by mutual agreement between the employee groups and the School District. The certified employees will be represented by the Colstrip Faculty Association.

All employees will be notified of changes in the benefit package.

Subsection B: The School District shall contribute an annual premium of three thousand nine hundred and sixty dollars (\$3,960) based on an original formula (implemented on 7/1/2003) and the employee will pay a yearly contribution based on an original formula (implemented on 7/1/2003) of three hundred twenty-one dollars and ninety six cents (\$321.96) towards the sum total premium : Any change in the cost of premiums shall be divided evenly between the District and the Employee. The Central Office will have the current actual amount of the yearly contributions paid by the School District and the Employee based on the above original formula. Insurance benefits include:

1. composite coverage for health and hospitalization insurance
2. dental insurance
3. vision insurance
4. group disability insurance
5. life insurance - \$40,000 per employee, \$10,000 spouse and dependents
6. flexible benefit plan
 - a. The district will offer a flexible benefit plan based on Section 125 of the IRA code to pay individual employees' eligible nonreimbursed health, dental, or vision and dependent care costs or tax deferred annuity (TDA) payments. The plan administrator will be a disinterested third party. The employee will assume any fees related to the administration of their individual account. Participation will be voluntary and the individual employee's determined contributions to the health, dental, and vision account, dependent care account, and TDA account shall be maintained separately. The plan will include provisions for employee orientation and education regarding plan use.

This coverage will include each employee who is under contract and meets the minimum requirements as prescribed by federal legislation, Section 89 of the Internal revenue Code, is qualified under the insurance plans and enrolled in the school district's group plans.

Section 2 - Insurance Application

Subsection A - Coverage for Teachers on Unpaid Leave: Teachers on unpaid leave may participate in the insurance program, subject to all provisions of the School District's insurance policy, if they continue to pay the cost of such insurance in advance on a monthly basis. One (1) delinquent payment shall be grounds for termination of the individual's insurance benefits. If the teacher rejects the offered contract, the insurance option is terminated.

If a leave without pay, excluding parental and sick leave of up to twelve (12) weeks, exceeds five percent (5%) of an employee's contract days, the employee will be required to pay a percentage of the annual insurance premium. The percentage will be equal to the percentage of contract days not worked.

The School District will continue to pay the School District's share of the above insurance premiums as provided above for a teacher on short term disability.

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

This subsection has no effect as long as the School District is the insurance carrier.

Subsection C - Duration of Insurance Contributions: An employee is eligible for School District contributions as provided in Article X, Section 1, Subsection B above, as long as the employee is employed by the School District. Upon termination of employment while under contract, all School District contributions shall cease, effective on the last working day. Teachers terminating their employment at the end of the school year will be carried on the insurance program up to September 1 of that year unless they qualify for other insurance prior to that date. The School District will pay the COBRA rate from the end of the school year until the following September 1 unless other coverage is obtained prior to September 1.

Coverage under this Subsection becomes null and void when the retiree or former teacher becomes eligible for coverage as an employee under any other group benefit plan.

Under this provision, once payment as been made to the School District for insurance coverage, there shall be no refund of premium.

ARTICLE XI - LEAVES OF ABSENCE

Section 1 - Sick Leave

Subsection A: A teacher shall be granted seven (7) contracted days of sick leave days at the beginning of the school year.

Subsection B: Sick leave with pay will be allowed whenever a teacher's absence is found to have been due to illness of the teacher or illness or death of a member of her/his immediate family which prevents her/his attendance at school and performance of duties of that day or days.

Sick leave granted for death in the immediate family beyond twenty (20) consecutive school days shall be granted, subject to approval of the Superintendent or his/her designee.

Up to ten (10) days per year, per teacher may be used by a teacher in the event of a disabling illness or death of the teacher's grandparents, grandchild, brother, sister, father-in-law or mother-in-law.

Subsection C - Immediate Family: For purposes of sick leave taken for illness or death, immediate family shall mean the teacher's spouse, child or child under guardianship, or parent.

Subsection D: Sick leave may be used for medical or dental appointments. For every half hour or portion thereof of the duty day missed because of a medical or dental appointment, one-half (1/2) hour of a sick leave day will be deducted.

Subsection E: It shall be the duty of the teacher to notify the School District's designee of absence due to a medical or dental appointment on an approved School District form.

Subsection F: Notice shall be given to the School District's designee, at least one (1) hour before classes, for unexpected illness whenever possible.

Subsection G: From time to time the School District may require a doctor's or dentist's statement setting forth the fact that the employee and/or other individual(s) is/was ill or had a doctor or dentist appointment and/or the expected date of recovery. The School District does not establish any precedent and/or practice by requesting or not requesting a doctor's or dentist's statement. The School District will pay for the doctor's or dentist's statement if required by law. The employee shall not suffer a loss of normal wages or normal benefits for the time spent acquiring a doctor's or dentist's statement.

Subsection H: Sick leave used shall be deducted from the accrued sick leave days earned by the teacher at the rate of one-half (1/2) hour increment of sick leave for every one-half (1/2) hour missed.

Subsection I: Unused sick leave days shall accumulate at the end of each contract period. For days accumulated above sixty (60), the employee may exercise an option to receive remuneration from the School District at the rate of one-fourth (1/4) of the daily compensation of the base salary. The employee must notify the school district by May 1 to exercise this option. Pay for these days will be issued the last working day of the teacher's current contract.

Subsection J: In the event that a teacher fails to return a signed contract, or teaching services have been terminated by the School District, the School District shall pay the teacher one half (1/2) of the unused accumulated sick leave. Pay for these days will be issued on the day of termination. The rate of pay for these days shall be based on sixty dollars (\$60.00). Sick leave days accumulated beyond sixty (60) days shall be compensated based on Subsection I.

Subsection K: In the event that a teacher terminates his/her contract or his/her contract is terminated by the School District, the School District will pro-rate his/her sick leave for the contracted days worked. Any sick leave days used beyond the earned rate will be withheld from his/her final check.

Subsection L: Leave Bank: After all sick leave and personal leave is used, an employee may establish and draw from a Sick Leave Bank in an emergency situation by applying and receiving approval in accordance with Article 3, Section 6. The request should be addressed to the Association president and the Superintendent. These days may be donated by any employee of the School District. The teacher will have a payroll deduction of sixty dollars (\$60) per day of leave for the first five (5) leave bank days.

No employee may receive more than ten (10) days of sick leave bank during any school year unless approved by a Sick Leave Bank Committee consisting of three (3) teachers designated by CFA and three (3) members designated by the Board.

Subsection M: Leave bank days will not be considered paid days for purposes of advancement on the salary schedule.

Subsection N - Elective Surgery: Sick leave for elective surgery will be approved during the school year only if recommended by the teacher's physician as being advisable at that time.

Subsection O: Up to three days of sick leave may be used by the teacher to attend funerals or as bereavement leave for those not designated in Article XI, Subsection B or C.

Section 2 - Personal Leave

Subsection A: A teacher shall be granted eight (8) days of personal leave at the beginning of the school year. A teacher shall be granted one (1) additional personal leave day per semester if no sick leave has been used during the previous semester. Personal leave used shall be deducted from the accrued personal leave days earned by the teacher at the rate of one-half (1/2) hour increment of personal leave for every one-half (1/2) hour used.

A teacher may be granted additional personal days in lieu of compensation for curriculum, policy development, or in-service classes requested by the District and offered outside of the contracted school year.

Subsection B: Personal leave will be allowed if no more than six (6) teachers in the School District have requested personal leave for the same day. Notification of personal leave shall be given at least one (1) day prior to the day the leave is to be taken. Leave granted will be based on the date and the time of submission to the building principal or his/her designee.

Subsection C: Personal leave will not be granted on days immediately preceding or following staff holidays or vacations, parent-teacher conference days, or during the first five (5) days and the last five (5) days of school. Exceptions may be granted as determined by the Superintendent or his/her designee.

Teachers who are presenters at a conference during MEA days will be granted one (1) day of personal leave for the day preceding the conference in accordance with Subsection B hereof.

Subsection D: Unused personal leave will become accumulated sick leave days at the end of the contract period and will be treated as such under Article XI, Section 1, Subsections H and I, of this Agreement covering deduction of accumulated days, number of days that may be accumulated, and pay for accumulated days.

Section 3 - Emergency Leave: Up to three (3) days per year, per teacher, may be used in the event of an emergency as determined by the Superintendent or his/her designee. This leave is non-accumulative.

Section 4 - Professional Leave

Subsection A: Up to five (5) days of leave at full salary may be provided each teacher at the discretion of the School District to attend educational meetings.

Subsection B: Request for professional leave must be made in writing to the Superintendent or his/her designee at least three (3) days in advance unless professional leave is assigned by the School District. The request shall state the meeting or conference to be attended and the teacher's reasons for attendance.

Subsection C: Granted professional leave will be compensated at a rate not to exceed the federal per diem rate for meals, lodging, mileage, registration fees and materials expenses, or compensated at a lesser rate as directed by the building Professional Leave Committee.

Subsection D: Professional leave is non-accumulative.

Subsection E: In the event a teacher is offered an honorarium for presenting a program at an educational conference, meeting, workshop, or seminar, the teacher will receive the full honorarium. No compensation will be approved under Subsection C of this section.

Section 5 - Colstrip Faculty Association Business Leave

Subsection A: Teachers who are elected or appointed to represent the Association may be

granted leave, without pay and without per diem, to attend state, regional, and national meetings and conventions. Notice of intended use of Colstrip Faculty Association Business Leave shall be given to the Superintendent or her/his designee by the Association president at least seven (7) days in advance of usage, except in cases of emergency. The aggregate number of days under this Section shall not exceed twenty (20) days per year, and approval for leave for any teacher shall be subject to the needs of the educational program of the School District. Further, individual teachers shall not be allowed to use more than six (6) days of the aggregate number of leave days permitted under this Section. Exceptions to the six day limit may be granted by the superintendent.

Section 6 - Leaves of Absence

Subsection A: Upon the satisfactory completion of the tenure contract or at the discretion of the School Board, a teacher's request for a leave of absence without pay will be considered by the School Board.

Subsection B: Requests for a leave of absence must be in writing and submitted to the Superintendent or his/her designee. The request must state the reason for the proposed leave, the starting date of the leave, and the tentative date of return. The School District reserves the rights in its sole discretion to refuse or grant such leave if under the circumstances involved, it determines such leave should not be granted. Upon granting the leave, the school district and the teacher will sign a leave agreement. The teacher will retain tenure status and appropriate placement on the salary schedule. The length of the leave may be extended for reasons beyond the teacher's control by the School Board.

Subsection C: Paid leave time (such as sick and personal days) will be pro-rated for employees who are on an unpaid leave of absence that exceeds 10 days in a contract year. Paid leave used in excess of the amount earned will be repaid to the district. Sick leave bank days are considered paid leave for the purposes of this section only.

Section 7 - Parental Leaves

Subsection A: A teacher shall be afforded parental leave of absence provided she/he follows the procedures outlined in this Section.

Subsection B: A teacher applying for parental leave shall notify the School District in writing, three months in advance of leave whenever possible. The teacher shall submit a written request to the superintendent or his/her designee for parental leave at that time which shall include commencement date and tentative return date.

Subsection C: The commencement and return date of parental leave shall be mutually determined by the teacher and the School District taking into consideration the following:

1. The continuity of the instructional program of the students considering such things as logical divisions of the school calendar or the school grading periods
2. The desires of the teacher
3. The recommendations, if any, of the teacher's physician
4. Best interests of the students
5. Any other relevant criteria

Subsection D: In approving a parental leave of absence, the School District shall not grant any leave more than twelve (12) months in duration. The School District shall not be required to permit the teacher to return to his/her employment prior to the date designated in the approved leave. No leave shall extend beyond the current school year or the duration of the teacher's current contract.

Subsection E: The teacher shall be notified in writing of the conditions of the approved leave that shall include mutually agreed upon dates.

Subsection F: A teacher returning from said leave shall be reinstated in the same teaching position or one substantially equivalent for which she/he is qualified. It is understood, however, that a teacher on leave under this Section shall not acquire greater rights to a position than any other teacher in the event that positions are eliminated pursuant to law.

Subsection G: Failure of the teacher to return pursuant to the specified date in the leave may constitute grounds for termination in the School District.

Subsection H: Any parental leave of absence granted under this Section shall be leave without pay or sick leave, at the discretion of the teacher. Please refer to Article X, section 2, subsection A, paragraph 2 regarding insurance coverage for teachers on unpaid leave.

Subsection I: This section shall apply to maternity, adoption, care of newborn and newly adopted child.

Section 8 - Leave Credit: A teacher who returns from unpaid leave as allowed in this Agreement shall retain experience credits for pay purposes and other benefits which the teacher has accrued at the time the teacher went on leave. No credit shall accrue for the period of time that a teacher was on leave.

Section 9 - Eligibility for Leave: Benefits provided in this Agreement shall apply only to teachers as defined in this Agreement and shall be available only during the contract period.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 1 - Grievance Definition: A "grievance" shall mean an allegation by an individual teacher, group of teachers, or the Association resulting in a dispute or disagreement between the teacher, group of teachers, or the Association and the School District as to the interpretation of terms and conditions contained in this Agreement.

Section 2 - Representatives: The teacher, group of teachers, Association, administrator or School District may be represented during any step of the procedure by any person or agent designated by such party to act on his/her/their behalf.

Section 3 - Definitions and Interpretations

Subsection A - Extensions: Time limits specified in this Agreement may be extended by mutual agreement.

Subsection B - Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as a pupil instruction day or a pupil instruction related day. During the summer period, days shall refer to District work weekdays.

Subsection C - Computation of Time: In computing any period of time prescribed or allowed by the procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is Saturday, Sunday, or a legal holiday.

Subsection D - Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4 - Evaluation Not Subject to Grievance: Any judgments or statements contained in any or all evaluations of a teacher are not subject to the grievance procedure. The process of evaluation is subject to the grievance procedure.

Section 5 - Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts, the specific provisions of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date of the first event given rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust all alleged grievances informally between the grievant and the School District's designee.

Section 6 - Adjustment of Grievance: The School District and the grievant shall attempt to adjust all grievances which may arise during the course of employment within the School District in the following manner:

Subsection A - Level One: If the grievance is not resolved through informal discussions, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subsection B - Level Two: In the event the grievance is not resolved in Level One, the decision rendered may be appealed to the Superintendent or her/his designee, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level One. If a grievance is properly appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Subsection C - Level Three: If the grievance is not resolved in Level II, the grievant may present the grievance to the Board within ten (10) days or by the date of the preparation of the agenda for the next regularly scheduled Board meeting. Should the grievance be referred to the Board, a response from the Board shall be required within **fifteen (15) days** from the date of the hearing by the Board unless the time limit has been extended by mutual consent.

Subsection D - Step Waiver: Provided both parties agree in writing, any level of the grievance procedure may be by-passed and processed at a higher level.

Subsection E - Arbitration: If the grievant and the Association are not satisfied with the Board's response, the Association may request final and binding arbitration within **fifteen (15) days** from receipt of the Board's response. Within ten (10) days after submission of the written intent to arbitrate a request for a list of Arbitrators will be made to the Board of Appeals, State of Montana. Within five (5) days of the receipt of the list each party shall alternately strike names from the list, and the name remaining shall be the Arbitrator.

The Arbitrator shall not add to, subtract from, or otherwise modify the terms and conditions of the Collective Bargaining Agreement.

The School District and the Association shall each be responsible for the costs of their own representatives, witnesses and experts. They shall share all costs of the Arbitrator including fees and expenses. Within thirty (30) calendar days of the close of the Hearing or the end of the briefing period, the Arbitrator shall issue written findings and a decision to the representative of each party. The decision of the Arbitrator shall be final and binding, subject to the limitations of the Montana laws and regulations.

Subsection F - Election of Remedies: The aggrieved party may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other

available legal method and forum, but not by both.

After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the School an action or complaint that seeks the same remedy. If a grievant or the exclusive representative files a complaint or other action against the School, arbitration seeking the same remedy may not be filed or pursued under this section. This section shall not apply to actions to compel arbitration as provided in this agreement or to enforce the award of an arbitrator.

ARTICLE XIII - MISCELLANEOUS

Section 1 - No Strike Clause: During the term of this agreement, neither the Association nor any employee shall engage in a strike; defined as a concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligation of employment.

Section 2 - Reduction in Force

Subsection A - Procedure: In the event the School District determines to reduce staff, the provision of this Article shall apply.

Subsection B - Definition

1. Teacher: The term teacher used herein shall refer only to tenured teachers regularly employed at least half time by the School District.
2. Qualified: Qualified means a tenured teacher who is certified by the State Department of Public Instruction.
3. Subject Matter: Subject matter shall mean such categories as are determined by the State Department of Public Instruction for certification purposes.
4. Days: Means teacher duty days, unless otherwise stated.

Subsection C - Seniority

1. Seniority shall mean the number of days continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the School District including authorized leave of absences allowed by the School District pursuant to this Agreement.
2. Probationary teachers shall not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to his/her first day of continuous service. Long-term substitute service under contract, immediately prior to regular contract service, shall be counted toward a teacher's seniority.
3. In determining the list of seniority, an employee whose employment has been legally terminated by resignation, or terminated but whose employment was subsequently reinstated without interruption, shall be deemed to be continuous service.
4. Certified teachers employed by the School District in professional positions outside the teachers unit, i.e. administrators, shall maintain seniority in the teachers' unit consistent with the total administrative and teaching service in the School District provided the administrative employee is qualified and certified as described herein.
5. In the event that seniority is equal for purposes of lay-off, the second order will be determined by education placement on the salary scale. The teacher with the greater education placement will be retained. The third order, if needed, will be determined by the least number of improvement plans generated within the last three (3) years. The final order, if needed, shall be determined by lot.

Subsection D - Seniority List

1. On or about December 1 of each school year, the School District shall cause a seniority list (by name, date of employment, qualifications, and certification) to be prepared from its records. It shall thereupon post such list on faculty bulletin boards.
2. Any person whose name appears on such list, and who may disagree with the findings of the School District, and the order of seniority of said list, shall have fourteen (14) calendar days from the date of posting to supply written documentation, proof and request for seniority change to the School District Superintendent's office.
3. Within fourteen (14) calendar days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list, and make such changes as the School District deems warranted. The final seniority list shall be posted in each school building. Such list shall be binding on the District and all teachers shown thereon. Each year, thereafter, the School District shall cause such seniority list to be updated. Such list shall govern the application of Reduction in Staff, Article XIII, until thereafter revised.
4. Any person disagreeing with the final seniority list, prepared pursuant to (number) 3 above, may pursue the matter through the Grievance Procedure provided by Article XII.

Subsection E - Voluntary Layoff: Senior teachers may accept voluntary lay-offs during a period when the School District is placing tenured teachers on lay-off. Teachers accepting voluntary lay-off, as do all teachers on lay-off, continue to accrue seniority. Voluntary lay-off shall be for a period of the succeeding school year unless altered by mutual agreement. Teachers wishing to be recalled from voluntary lay-off for the next school year shall give the superintendent's office written notice of this intention by the preceding February.

Subsection F - Order of Layoff: Qualified teachers shall be placed on lay-off in inverse order of seniority. The School District retains, consistent with the provisions of this Agreement, the right to assign teachers to positions for which they are certified. The School District shall not be required to transfer a more senior teacher to an assignment requiring different certification in order to accommodate the seniority claim of a teacher proposed for lay-off.

1. In the event of a staff reduction, tenured teachers shall not be placed on lay-off if there is a probationary teacher employed in a position requiring the same certification.
2. If determined reductions are not accomplished by (number) 1 hereof, then the School District may place on lay-off tenured teachers in order of inverse seniority within certification and qualification as defined in this Article.

Subsection G - Recall

1. No new teacher shall be employed by the School District in a position for which a tenured teacher is certified. Tenured teachers shall first be recalled to vacant positions in inverse order from that in which said teacher was placed on lay-off, providing that such teacher possesses necessary certification or license for the position.
2. When placed on lay-off, a teacher shall maintain a current address with the School District and if a position becomes available for the teacher on lay-off, the School District shall provide written notice by Certified Letter, Return Receipt Requested. The teacher shall have fourteen (14) calendar days from the date of receipt of such notice to accept re-employment. Failure on the part of the teacher to accept re-employment within fourteen (14) calendar days of receipt of recall notice, or failure of the teacher to report for duty within thirty (30) calendar days of the receipt of recall notice, shall constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.

If the School District is unable to effect delivery of a Certified Letter, Return Receipt requested at the last address left with the School District by the teacher, the District after five (5) calendar days shall send a notice by Certified Mail, and the fourteen day period provided herein, shall commence running at the time the notice by Certified Mail is sent.

3. Re-employment rights shall automatically cease twenty-four (24) months from the last day of work in the bargaining unit for the School District and no further rights to reinstatement shall exist.

Subsection H - Effect: Nothing in this Article shall be construed to limit the authority of the School District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff. Therefore, such actions shall not be subject to the grievance procedure provided in this Agreement.

A teacher, however, may grieve concerning the establishment of her/his seniority date, or the order of layoff as provided in this Agreement. It is further understood and agreed by the parties that the termination of teachers is governed by Montana Statutes and nothing herein shall be construed to modify or limit the School District's statutory rights or the teacher's statutory rights as provided by Montana law.

Section 3 - Evaluation

Subsection A - Instrument: The District will maintain a uniform evaluation instrument for all classroom teachers and retain the right to develop uniform evaluation instruments for individual groups of the bargaining unit. The School District will seek input from individual groups affected by an evaluation instrument before implementation of same.

Subsection B - Requirements: Except as provided in this Section, evaluation and evaluation procedures shall be a matter of the school district policy and shall not be a part of this agreement. Employee evaluations will be subject to the following process:

1. The district will make every reasonable effort to complete observations and evaluations two weeks prior to the last day of the school year. A teacher and his/her evaluator can extend the deadline by mutual written agreement prior to the final two weeks of the school year.
2. All ratings and remarks on the evaluation instrument must be substantiated by direct observation and/or investigation.
3. Teachers will be aware of evaluation instrument to be used prior to the evaluation.
4. The evaluation instrument will not change except under the provisions stated in Subsection A.
5. If deficiencies are identified in the evaluation process, the administration has the obligation to help the teacher improve through remediation.

Subsection C - Extracurricular Evaluations: Extracurricular positions will be evaluated separately from teaching duties by the Activities Director or his/her designee.

ARTICLE XIV - ASSOCIATION SECURITY

Section 1: Employees covered by the terms of this Agreement shall not be required to become members of the Association but must, as a term and condition of employment, pay a representation fee to the Association.

Section 2: The representation fee established by the Association shall not exceed the membership dues and shall be the proportion of the membership dues that the Association expends for collective bargaining, contract administration, and grievance adjustment to the total Association expenditures.

Section 3: The Association agrees to provide non-members an adequate explanation of the basis for the representation fee and an opportunity to challenge the amount of the said fee. Any dispute concerning the amount or the method of collection of the representation fee shall be solely between the bargaining unit member and the Association. The bargaining unit member and the Association cannot use the grievance procedure to settle this dispute. All parties shall also comply with Section 39-31-204, M.C.A.

Section 4: Upon receipt of written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association by such employee for dues or a representation fee. The Employer will remit to the Association such sums within thirty (30) calendar days. Changes in the association membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least thirty (30) calendar days in advance of such change.

Section 5: All employees covered by the terms of this Agreement shall within thirty (30) days of the signing of this Agreement, or within thirty (30) calendar days of employment, whichever is later, pay dues or the representation fee to the Association. The employee who fails to pay the representation fee required

by this Article has violated school board policies and the employee is subject to discharge under Section 20-4-207, M.C.A. The Association may make written notice by certified mail to both the school district and the employee of the employee's failure to pay the representation fee and demand the discharge of the employee after the thirty (30) calendar day period specified above. After the certified written notice, the employee shall have twenty (20) additional calendar days to comply with this article. If the employee fails to pay the representation fee required by this Article, the employee shall be discharged for violation of school board policies.

Section 6: The Association will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees, costs of defense thereof and/or any claim or judgment on account of any provision of this Article. The control of such defense shall be under the Association and its attorney.

ARTICLE XV - DURATION

Section 1 - Term and reopening: This Agreement shall be effective July 1, 2017 and shall continue in full force and effect until June 30, 2019. If the Association or the School Board desires to modify or amend the terms of the Agreement commencing July 1, 2017, it shall, prior to February 1 of the current school year, submit a list of proposed items for amendment, modification and/or deletion.

Section 2 - Effect: This Agreement constitutes the full and complete Agreement between the School District and the Association representing the teachers. The provisions herein relating to terms and conditions of teachers supersedes any and all prior Agreements, practices, school policies, rules and regulations concerning terms or conditions of employment, in so far as such are inconsistent with the provisions of this Agreement. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives defined in this Agreement, except in so far as such exercise would be in express violation of any term or terms of this Agreement.

Section 3 - Changes in Agreement: For the term of this agreement no change shall be made in any provision of this agreement or in any other working condition that is a mandatory subject of bargaining, unless by mutual consent of the parties hereto.

Section 4 - Severability: The parties recognize that the Board and teachers are subject to all applicable laws. Any provision of this Agreement that is contrary to or in violation of any law shall be null and void and without force. However, all other provisions not declared invalid or unenforceable shall remain in full force and effect. Upon such declaration of invalidity, within sixty (60) days, the parties will mutually set time to negotiate an acceptable substitute reflecting the original intent of the parties.

Section 5 - Finance: The union recognizes that the District's ability to fund the economic benefits contained in this agreement is dependent upon such contingencies as passage of mill levies, legislative appropriations, and other revenues. Should there be a significant decrease in revenue, as determined by the Board of Trustees, which impairs the ability of the District to Fund the economic and other benefits

contained in this agreement, the parties shall immediately reopen this agreement to negotiate the provisions herein that are affected by economic impact.

At any time the district sees fit, an additional one-time compensation may be offered to all certified employees. Such offers will in no way obligate the district to future compensation offers.

**EXHIBIT A
Subsection A Salaries**

2017-18

2.50%

Years	Lane								
	BA	BA+15	BA+30	BA+45	BA+60	BA+75	MA	MA+15	MA+30
0	37,567	39,019	40,683	42,078	43,493	44,888	45,570	46,964	48,361
1	38,719	40,203	42,001	43,396	44,815	46,212	46,893	48,290	49,688
2	39,873	41,385	43,318	44,714	46,140	47,537	48,219	49,615	51,011
3	41,024	42,568	44,636	46,030	47,467	48,862	49,545	50,938	52,335
4	42,174	43,752	45,947	47,348	48,790	50,187	50,871	52,265	53,660
5	43,327	44,935	47,269	48,665	50,116	51,512	52,193	53,590	54,985
6	44,476	46,116	48,587	49,980	51,441	52,836	53,518	54,913	56,311
7	45,628	47,301	49,901	51,298	52,764	54,160	54,845	56,239	57,635
8	46,778	48,483	51,219	52,615	54,092	55,486	56,168	57,565	58,960
9	47,931	49,667	52,537	53,933	55,416	56,811	57,493	58,890	60,285
10	49,082	50,851	53,854	55,250	56,740	58,136	58,819	60,213	61,610
11		52,032	55,171	56,566	58,065	59,461	60,143	61,538	62,936
12		53,215	56,487	57,884	59,389	60,786	61,471	62,863	64,261
13		54,398	57,804	59,200	60,714	62,111	62,794	64,190	65,583
14			59,121	60,518	62,041	63,436	64,118	65,513	66,909
15				61,835	63,364	64,760	65,444	66,839	68,235
16				66,349	67,964	69,431	70,147	71,614	73,079

2018-19

1.50%

Lane									
Years	BA	BA+15	BA+30	BA+45	BA+60	BA+75	MA	MA+15	MA+30
0	38,131	39,605	41,293	42,709	44,145	45,561	46,253	47,669	49,086
1	39,300	40,807	42,631	44,047	45,487	46,905	47,597	49,014	50,433
2	40,471	42,006	43,967	45,385	46,832	48,251	48,942	50,359	51,777
3	41,639	43,207	45,305	46,721	48,179	49,595	50,288	51,702	53,120
4	42,807	44,408	46,636	48,058	49,522	50,940	51,634	53,049	54,465
5	43,976	45,609	47,978	49,395	50,868	52,284	52,976	54,394	55,810
6	45,144	46,808	49,315	50,730	52,212	53,629	54,321	55,737	57,156
7	46,313	48,010	50,650	52,067	53,556	54,972	55,668	57,083	58,499
8	47,480	49,210	51,988	53,404	54,904	56,318	57,011	58,429	59,844
9	48,650	50,412	53,326	54,742	56,247	57,664	58,356	59,773	61,190
10	49,819	51,614	54,662	56,079	57,591	59,008	59,701	61,117	62,534
11		52,812	55,999	57,414	58,936	60,353	61,045	62,461	63,880
12		54,013	57,335	58,752	60,280	61,697	62,393	63,806	65,224
13		55,214	58,671	60,088	61,624	63,043	63,736	65,153	66,567
14			60,008	61,425	62,971	64,388	65,080	66,496	67,912
15				62,762	64,315	65,731	66,425	67,842	69,258
16				67,345	68,983	70,473	71,199	72,688	74,176

Subsection B

Longevity Clause: In recognition of continuing service to the District, teachers will receive these additional amounts to their salary as per the Matrix.

25-29 years of experience in the Colstrip Public School District #19 = \$1000 annually

30-34 years of experience in the Colstrip Public School District #19 = \$2000 annually

35+ years of experience in the Colstrip Public School District #19 = \$3000 annually.

Subsection C - Traffic Education

2017-2018 school year = \$23.50 per hour

2018-2019 school year = \$24.00 per hour

Subsection D - Master's Incentive

A master's incentive of one thousand dollars (\$1,000) will be paid for no more than four (4) teachers per year.

To be considered for the master's incentive scholarship, a written letter of application shall be submitted to the Superintendent or his/her designee prior to May 1 of the contract year. To receive the master's incentive scholarship, the teacher must have signed and returned their tenured contract and shall have an approved master's program on file with the District. This scholarship shall be paid to the college/university of the teacher's choice. A lifetime maximum of two thousand dollars (\$2,000) may be used by an individual teacher.

Criteria for awarding of the scholarships will be:

1. Teacher with the greatest years of experience in the District.
2. A tie will be determined by lot.

For the duration of this contract, it is understood by both parties that \$26,493 will be the extra-curricular base.

EXHIBIT B
Subsection A – EXTRACURRICULAR COMPENSATION

MIDDLE/ELEMENTARY SCHOOL	Number*	Base Percent
FOOTBALL HEAD COACH	1	11.00%
FOOTBALL ASSISTANTS	3	9.00%
BASKETBALL HEAD COACH	2	11.00%
BASKETBALL ASSISTANTS	4	9.00%
WRESTLING HEAD COACH	1	11.00%
WRESTLING ASSISTANTS	1	9.00%
CROSS COUNTRY HEAD COACH	1	10.00%
CROSS COUNTRY ASSISTANT	1	9.00%
VOLLEYBALL HEAD COACH	1	11.00%
VOLLEYBALL ASSISTANTS	2	9.00%
TRACK HEAD COACH	1	11.00%
TRACK ASSISTANTS	3	9.00%
ELEMENTARY SPEECH GR'S 5-8	1	4.50%
BAND/VOCAL	1	9.00%
ANNUAL	1	5.50%
CONCESSIONS	1	9.00%
JUNIOR HONOR SOCIETY	1	5.50%
SPECIAL OLYMPICS	1	5.00%
STUDENT COUNCIL MIDDLE SCHOOL	1	5.00%
STUDENT COUNCIL PBES	1	5.00%
STUDENT COUNCIL PBES ASS'T	1	3.50%
DRAMA	1	5.50%
DRAMA ASSISTANT	1	3.50%
SCIENCE CLUB	2	4.00%
SCIENCE FAIR	2	3.00%
ACADEMIC OLYMPICS	1	2.00%
SPELLING/GEOGRAPHY BEE PBES	1	2.00%
SPELLING/GEOGRAPHY BEE FBMS	1	2.00%
MINI BANK FBMS	2	2.00%
MINI BANK PBES	2	2.00%
HOPE	2	4.00%

*The number of coaches/advisors hired will be based on the number of participants. The district is not obligated to fill all positions if unnecessary.

For the duration of this contract, it is understood by both parties that \$26,493 will be the extra-curricular base.

EXHIBIT B**Subsection A – EXTRACURRICULAR COMPENSATION**

HIGH SCHOOL	Number*	Base Percent
FOOTBALL HEAD COACH	1	16.00%
FOOTBALL ASSISTANTS	3	12.00%
BASKETBALL HEAD COACH	2	16.00%
BASKETBALL ASSISTANTS	4	12.00%
WRESTLING HEAD COACH	1	16.00%
WRESTLING ASSISTANTS	1	12.00%
CROSS COUNTRY HEAD COACH	1	16.00%
CROSS COUNTRY ASSISTANT	1	12.00%
VOLLEYBALL HEAD COACH	1	16.00%
VOLLEYBALL ASSISTANTS	1	12.00%
TRACK HEAD COACH	1	16.00%
TRACK ASSISTANTS	3	12.00%
GOLF HEAD COACH	1	16.00%
GOLF ASSISTANT	1	12.00%
CHEERLEADING/HOMECOMING	1	16.00%
SPEECH HEAD COACH	1	16.00%
BAND/VOCAL	1	16.00%
SOFTBALL HEAD COACH	1	16.00%
SOFTBALL ASSISTANTS	1	12.00%
BPA SPONSOR	1	7.00%
VICA	1	7.00%
FCCLA	1	7.00%
FFA	1	7.00%
ANNUAL/YEARBOOK	1	11.00%
CONCESSIONS (FALL)	1	5.00%
CONCESSIONS (WINTER)	1	10.00%
HONOR SOCIETY	1	5.50%
STUDENT COUNCIL	1	4.50%
DRAMA	1	6.00%
DRAMA ASSISTANT	1	4.00%
SCIENCE CLUB	1	5.00%
PROM	1	6.00%
SPANISH CLUB	1	5.00%
CLOSE-UP	1	5.00%

NEGOTIATED AGREEMENT 2017-2019

WEIGHTROOM MANAGER	1	2.50%
INDIAN CLUB (6-12)	1	4.75%
ACADMIC OLYMPICS	1	2.50%
PHOTO CLUB	1	5.00%
MINI BANK	1	2.00%
DRUMLINE	1	6.00%

*The number of coaches/advisors hired will be based on the number of participants. The district is not obligated to fill all positions if unnecessary.

EXHIBIT B

Subsection B - Longevity Stipend

All coaches/sponsors who serve in the same activity, regardless of level, will receive an automatic one percent (1%) longevity stipend following their fifth year of service. These years may or may not be consecutive.

IN WITNESS THEREOF, the Chairman and Clerk of the Board of Trustees of School District No. 19, Rosebud County, Montana by authority vested in them pursuant to the resolution passed by the majority of the Board of Trustees, have on behalf of the Board of Trustees, subscribed their names and affixed the seal of the School District; and the President and Secretary of the Colstrip Faculty Association of Colstrip, Rosebud County, Montana by authority vested in them by resolution passed in compliance with the Constitution of the Association, have on behalf of the Association, subscribed their names and affixed the seal of the Association, on the day and year first above written.

**FOR: BOARD OF TRUSTEES
SCHOOL DISTRICT NO. 19
ROSEBUD COUNTY
COLSTRIP, MONTANA**

Chairperson

ATTEST

By: _____
District Clerk

**FOR: COLSTRIP FACULTY ASSOCIATION
ROSEBUD COUNTY
COLSTRIP, MONTANA**

President

ATTEST

By: _____
Secretary