

COLLECTIVE BARGAINING AGREEMENT For School Years 2016-2017 & 2017-2018

This Agreement is entered into by and between the Board of Trustees, Creston Elementary School District # 9, Flathead County, Montana, hereinafter called the "Board", and the Creston Education Association (CEA), hereinafter called the "Association".

ARTICLE I **RECOGNITION**

The Board hereby recognizes the Creston Education Association as the exclusive representative for collective bargaining purposes for certified employees of Creston School District #9. The exclusive representative shall represent members of an appropriate unit which shall consist of all teachers of the School District who have a class I, II, IV, or V certificate issued by the Montana Office of Public Instruction and whose positions call for or require such certification, but shall exclude the following: certified individuals who are not currently under contract to perform classroom teaching; the principal, the superintendent, substitute teachers, casual or temporary employees, supervisors as defined by the Montana Collective Bargaining for Public Employees Act, and all other employees.

ARTICLE II **TEACHER AND ASSOCIATION RIGHTS**

2.1 Right to Organize

Teachers shall have and shall be protected in the exercise of the right of self organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other terms and conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid of protection free from interference, restraint, or coercion.

2.2 Pertinent Information

Upon written request, the Board and/or the Association will provide the other party with documents or information needed to carry out its responsibilities. Each party will pay the other party reasonable costs of reproduction of any such information. This shall not be construed to mean information of a confidential nature.

2.3 Association Business and Communications

The Association and its representatives will be permitted to conduct Association business on school property so long as it does not interfere with the normal operations of the school. The Association may use the District school buildings for meetings under the same conditions other community and non-school organizations use school facilities (through the District Clerk and cleared on a first come, first served basis). Any use of school facilities by the Association must be requested in advance and must not interfere with the normal operations of the School District. The Association may post notices approved by the administration on staff bulletin boards and use employee mailboxes. With permission from the administration, the Association may use school owned office equipment subject to reasonable charges. Association officers will be allowed to make and receive telephone calls and other forms of communication during the workday so long

as those communications do not interfere with their teaching assignments. No teacher may solicit support for or opposition to any political committee the nomination of any person to public office or the passage of a ballot issue while on duty or on school property.

2.4 Personal Life

The personal life of a teacher will not be a concern of the Board unless it is determined to have a detrimental effect upon the employee's performance.

2.5 Appearances Before Employer

If requested, a teacher shall have present an Association representative during a grievance proceeding or any meeting with the Board or any of its agents which may result in disciplinary action.

2.6 Just Cause

No tenured teacher shall be disciplined or dismissed without just cause.

ARTICLE III **SCHOOL DISTRICT RIGHTS**

3.1 Management Rights

The Association recognizes that the Board has certain inherent managerial prerogatives; which include, but are not limited to the following: Directing employees, hiring, promoting, transferring, and assigning and retaining employees, relieving employees from duties because of a lack of work or funds or under conditions where continuation of such work would be inefficient and not productive; maintaining the efficiency of school operations; determining the methods, means, job classification, and personnel by which school operations are to be conducted; taking whatever action may be necessary to carry out the missions of the School District in situations of emergency; and establishing the methods and processes by which work is performed.

3.2 Management Responsibilities

The Association recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the school within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

3.3 Effects of Laws, Rules, and Regulations

The Association recognizes that all teachers covered by this Agreement shall perform the teaching and teaching-related services prescribed by the School District, as defined in the Teacher's contract and elsewhere in this Agreement. The Association will also recognize the right, obligation, and duty of the Board and its duly designated officials to promulgate the rules, regulations, directives and orders that are not inconsistent with the terms of this Agreement. All 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 state and federal governmental agencies. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives and orders

shall be null and void and without force and effect, but all other provisions or applications shall continue in full force and effect.

ARTICLE IV
PROFESSIONAL DUES AND FEES: PAYROLL DEDUCTIONS

4.1 Dues Deduction Authorized

Upon written authorization of a teacher within the bargaining unit, the District shall deduct from the pay of the teacher the monthly amount of dues as certified by the Secretary of the Association and shall deliver the dues to the Treasurer of the Local Association. The Association's membership application form will serve as the recognized authorization form. The Association shall certify the amount of the annual dues to be deducted. Those wishing to have dues deducted from salaries in equal installments shall notify the District Clerk prior to the first pay day of the current school year. Any teacher hired after the school year begins shall have five (5) weeks to make this same notification. Dues deduction authorizations received during the school year will be prorated over the remaining payments of the employee's current salary.

4.2 Representation Fee

The Association as an exclusive representative of all teachers will represent such persons fairly, whether members or not. Membership shall be made available to all who apply; consistent with the Association constitution and policies. For purposes of representation, each teacher who is not an Association member shall pay to the Association an amount no greater than the annual unified membership dues as a condition of employment, the actual amount to be determined by the Association consistent with applicable law. Each individual employment contract will contain an authorization (see below) for payroll deduction of the representation fee. Such deduction will be handled in the same manner as dues deductions.

"I hereby authorize and direct the District to deduct from my monthly paycheck such monies as are required to pay the Association's Representation fee and to pay these monies over to the Association."

4.3 Other Payroll Deductions

Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings, bonds, or insurance. Those wishing to have payroll deductions shall notify the District Clerk prior to the first pay day of the current school year. Any teacher hired after the school year begins shall have five (5) weeks to make this same notification. The notification shall be with an approved written form.

4.4 Indemnification

It is understood that the District's only responsibility under this article is to deduct the required and authorized money and turn such monies over to the designated parties. The Association shall defend and hold harmless the District and its administrators and each Board member from any suits over dues deductions or other deductions. While assuming no liability, the School District reserves the right to participate in its Defense.

ARTICLE V
GRIEVANCE PROCEDURE

5.1 Definitions

1. A grievance is a claim by a grievant, i.e. the Association or an individual employee, that there has been a violation, misinterpretation, or inequitable application of the terms of this Agreement.
2. Days shall mean calendar days, unless otherwise indicated.

5.2 Procedure

1. Step I, Informal

Within 20 calendar days of the event/condition giving rise to the grievance, the grievant will discuss the matter with the supervisor with a view to informal resolution of the matter.

2. Step II, School Board

If the grievance is not resolved informally at Step I, then the grievance may be referred to the School Board within 5 days in writing. The School Board shall arrange for a meeting with the grievant to take place concurrent with the next regularly scheduled school board meeting. Upon conclusion of the hearing, the Board will have 15 days to provide the grievant and the Association a written decision.

3. Step III, Binding Arbitration

In the event that the parties are unable to resolve a grievance, it may be submitted to arbitration as defined herein, provided a notice of appeal is filed by giving the Board written notice within five (5) days of the receipt of the decision of the School District in Step II.

Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the parties, shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, either party may request the Board of Personnel Appeals to submit, within ten (10) days to both parties, a list of five (5) names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking two (2) names from the list in alternate order, and the name so remaining shall be the arbitrator. Failure to request an arbitration list from the Board of Personnel Appeals within the time periods provided herein shall constitute a waiver of the grievance.

Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator. When a hearing is conducted during the school days, the teacher and his/her agents involved shall be released from the school without loss of pay for such time as their attendance is requested.

Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by

Montana law.

Expenses: Each party shall bear its own expenses in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering the copy of the transcript shall pay for such copy.

Jurisdiction: Rules and procedures governing the hearing shall be fixed by the arbitrator. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The arbitrator shall have no power to add to, subtract from, or alter or vary in any way, the express terms of this Agreement. In considering any issue or dispute, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within its legal rights.

4. Time Limits:

The time limits provided in this article shall be strictly observed unless extended by mutual written agreement of the parties. The failure of the grievant to file a grievance within the required time limits shall forever waive the grievance. It is understood that in order to be processed, the grievance would have to be filed prior to the expiration date of this Agreement.

5. Cooperation of the Parties

The Board, the administration, the Association, and the teacher(s) will cooperate with the other party in its investigation of any grievance and further will furnish the other party such information as is required for the processing of any grievance.

6. Election Remedies

The Association and/or teacher(s) instituting any action, proceedings or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief can be granted the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this contract. Upon instituting proceedings in another form as outlined herein, the teacher(s) and/or the Association waives all rights to initiate a grievance pursuant to this Agreement or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

ARTICLE VI
TEACHER EVALUATION

6.1 Evaluation Methods

The Association may present to the Board of Trustees its views on an evaluation instrument and/or propose an evaluation instrument. The Board of Trustees will make the final selection of the evaluation instrument. The School District will maintain a uniform evaluation instrument for all teachers or groups of teachers or activities. The School District will seek the input of all the

individual teachers affected by an evaluation instrument and/or its application before implementing or changing the same.

6.2 Conditions of Evaluation

Except as provided in this article, evaluation and evaluation processes shall be a matter of School District Policy and shall not be a part of this collective bargaining agreement. Direct observation or investigation must substantiate all ratings and remarks on an evaluation instrument.

6.3 Number of Evaluations

All teachers shall be evaluated at least once before March of each year. Non-tenured teachers should be evaluated at least twice before March.

If the teacher disagrees with the evaluator's comments, he/she has the option to write a response to the evaluation. These comments should be submitted and attached to the evaluation documents within two (2) weeks of his/her receipt of the evaluation. A teacher may request an evaluation by an evaluator other than that selected by the Board. However, the selection of evaluators is at the sole discretion of the Board.

6.4 Plan of Improvement

Teachers shall work jointly with their evaluator to produce a plan of improvement to correct any deficiencies noted in their evaluations. Failure of the teacher to resolve the deficiency may result in disciplinary action or termination. The plan of improvement shall contain the following:

- a. A definition of the problem.
- b. A definition of what would constitute an acceptable level of performance in the problem area.
- c. A prescription spelling out what steps the teacher must take to reach this level of performance and reasonable time lines for the teacher to take such steps.
- d. A prescription of what assistance the teacher may need from the District to implement the plan of improvement.
- e. The teacher's signature and date noting acceptance of the plan of improvement.

6.5 Complaints

Any complaint regarding a teacher made by any parent, student, or other person which may be used in any manner in evaluating a teacher shall be called to the attention of the teacher and investigated by the School District. The affected teacher(s) shall be given an opportunity to respond to such complaint. Unless state or federal confidentiality laws are involved, complaints shall be signed. Any such complaint not shown to a teacher within 90 days of receipt or composition shall not be used in any adverse disciplinary actions against the teacher. Any complaint shown to a teacher may be acted on or combined with other complaints at any later date.

6.6 Open Personnel File

A complete, official personnel file for each teacher will be maintained in the administration office. Personnel files include public and private records of an individual's personal and professional characteristics, experience, and performance. Any data of a statistical nature, which

is currently kept elsewhere need not be incorporated into the official personnel file. No material derogatory to a teacher's conduct or character shall be placed in his/her file unless that teacher has had the opportunity to read and respond to the material first. Official complaints or criticisms, which have not been made known to the individual, cannot be placed in the individual's personnel file or be considered in personnel decisions. No anonymous letters or materials are to be included in the personnel file.

Persons authorized to have access to personnel files are limited to administrators, Board members, the individual teacher, and written authorized agents of the administration, Board members, or individual teachers. The individual privacy rights as per law shall be respected in the use of personnel files in any arbitration, court or administrative hearing. It is understood that clerical personnel will have access to personnel files to perform routine duties. Teachers will have access to all material in their personnel file excluding information the teacher has agreed to keep confidential from him/herself, i.e. college placement files. Such requests shall be honored within two (2) working days and the file will be made available to the teacher.

ARTICLE VII **EMPLOYMENT STATUS OF TEACHERS**

7.1 Dismissal-Tenured Teacher

The Principal may make a recommendation in writing to the Trustees of the District for termination of the services of a tenured teacher. Such a recommendation for dismissal must state clearly and explicitly the specific reason or reasons leading to the recommendation for dismissal.

When the Trustees receive such a recommendation for dismissal, they shall, before June 1 of the current school year, notify the teacher of the recommendation for termination and of the teacher's right to a hearing on that recommendation. The notification must be delivered by certified letter or by personal notification for which a signed receipt is returned. The notification must include: a) the statement of the reason(s) that lead to the recommendation for termination; and b) a printed copy of the appropriate section of the Termination of the Tenured Teacher Services Statue.

The teacher may, in writing, waive the right to a hearing. Unless the teacher waives the right to a hearing, the Trustees shall set a hearing date giving consideration to the convenience of the teacher, not less than (10) ten days or more than (20) twenty days from the receipt of the notice of recommendation for termination.

The Trustees shall conduct a hearing on the recommendation at the regularly scheduled or special meeting of the Board of Trustees in accordance with public participation statues and resolve at the conclusion of this hearing to terminate the teacher or to reject the recommendation for termination.

A tenured teacher shall appeal a decision to terminate an employment contract to an arbitrator agreed upon by the district and the teacher's exclusive representative. A request for arbitration must be made within 20 days from the date of termination unless an alternative time period is

provided by the terms of a collective bargaining agreement. The teacher or his/her representative the district may request that the board of personnel appeals provide a list of seven arbitrators from which the teacher or his/her representative and the district shall, after the toss of a coin to determine the order of striking, alternately strike names from the list until one arbitrator is selected and appointed. By mutual agreement between the parties, the county superintendent of schools may be appointed as the arbitrator.

The decision of the arbitrator is final and binding. Each party shall pay one-half of an arbitrator's charges unless a different cost allocation arrangement is agreed upon by the parties.

An arbitrator may order a school district to reinstate a teacher who has been terminated without good cause and to provide compensation, with interest, to a teacher for lost wages and fringe benefits from the date of termination to the date that the teacher is offered reinstatement to the same or a comparable position. Interim earnings, including the amount that the teacher could have earned with reasonable diligence, must be deducted from the amount awarded for lost wages. Before interim earnings are deducted from lost wages, reasonable amounts spent by a teacher in searching for, obtaining, or relocating to new employment must be deducted from interim earnings.

An arbitrator may not order a school district to provide compensation for punitive damages, pain and suffering, emotional distress, compensatory damages, attorney fees, or any other form of damages.

Upon submission of the termination decision to an arbitrator, the teacher or the teacher's exclusive representative may not file an action against the district for reinstatement or compensation of lost wages and fringe benefits.

7.2 Dismissal of Teacher Under Contract

The trustees of any district may dismiss a teacher before the expiration of the teacher's employment contract for good cause. The principal may recommend the dismissal of a teacher for cause. The notice must state clearly and explicitly the specific reason or reasons that led to the recommendation for dismissal.

Whenever the Board receives a recommendation for dismissal, the Board shall notify the teacher of his/her right to a hearing before the Board either by certified letter or by personal notification for which a signed receipt must be returned. The teacher may waive, in writing, the right to a hearing, the teacher and the Board shall agree to a hearing date no less than (5) five days but no more than (20) twenty days from the notice of intent to recommend dismissal. The Trustees shall conduct a hearing on the recommendation and resolve at the conclusion of the hearing to dismiss the teacher or to reject the recommendation for dismissal.

A person who recommends a dismissal may suspend the teacher from active performance of duty with pay pending the hearing date if the teacher's behavior or acts that led to the recommendation for dismissal are contrary to the welfare of the students or the effective operation of the School District.

A teacher shall appeal a decision to terminate an employment contract to an arbitrator agreed upon by the district and the teacher's exclusive representative. A request for arbitration must be made within 20 days from the date of termination unless an alternative time period is provided by the terms of a collective bargaining agreement. The teacher or his/her representative the district may request that the board of personnel appeals provide a list of seven arbitrators from which the teacher or his/her representative and the district shall, after the toss of a coin to determine the order of striking, alternately strike names from the list until one arbitrator is selected and appointed. By mutual agreement between the parties, the county superintendent of schools may be appointed as the arbitrator.

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Upon submission of the termination decision to an arbitrator, the teacher or the teacher's exclusive representative may not file an action against the district for reinstatement or compensation of lost wages and fringe benefits.

ARTICLE VIII **REDUCTION IN FORCE**

8.1 The Board recognizes that at some future date budget requirements brought on by levy failure, drastic reductions in enrollment, or changes in school funding may require staff reductions beyond normal attrition achieved through resignation and retirement. Should such action be determined by the District to be necessary, the District will take the following steps:

1. A committee of board and administrators will meet and confer with a committee of two teachers selected by the teaching staff for their input on staff reduction.
2. The District will determine which instructional and curricular areas, including all student activities, athletics, and classes will be maintained at their present levels, and which will be reduced or eliminated.
3. Necessary staff reductions will be achieved through the following steps in the order listed:

- a. Normal attrition from retirement and resignation.
- b. If further reductions are required, non-tenured teachers will be retained on the basis of “best qualified for existing positions”. Other non-tenured teachers will be released, as necessary to meet staff reduction requirements. (Qualifications will be determined by certifications, training, and performance as evaluated by appropriate administrators.)
- c. Any further necessary reductions will be achieved through dismissal of tenured teachers on the basis of seniority. If the District determines that special skills or qualifications are needed, management retains the right to retain those skills or qualifications even over seniority. Seniority will continue to accrue during all paid leaves of absence. Unpaid leaves of absence will not break seniority, but such time will not be counted in computing seniority. When seniority is equal between or among certified staff, ranking of those staff members shall be determined by the date the original contract was signed.

Seniority shall be pro-rated for part-time (or partial year) service based on the percentage of the full-time employment contract. For example, a teacher with a full year half-time contract will receive one-half year seniority credit. A teacher with a semester only half-time contract will receive one-fourth year seniority credit.

4. No new teacher shall be employed by the School District while any qualified, certified, tenured teacher capable of performing the work is on layoff. Tenured teachers shall first be recalled in inverse order from which they were laid off provided that they must be certified, and qualified in the appropriate category and able to perform the work.

Teachers placed on layoff shall retain all seniority and tenure rights they had accrued, as of date of layoff, however, additional seniority shall not be earned during the period of layoff. A tenured teacher laid off due to RIF shall have a hearing before the Board upon request.

When placed on layoff, the teachers shall maintain a current address with the District so that he or she can be contracted for recall.

Re-employment rights shall automatically cease two (2) years from the date of layoff.

5. A tenured teacher, who is re-employed in a place other than the position he/she had at the time of layoff, has the right to his/her position at the time of layoff should it become open at a later date.

ARTICLE IX **TEACHER WORKING CONDITIONS**

9.1 Work Day

The time the student day commences and/or ends may vary according to the needs of the educational program as determined by the School District. The scheduling of school hours, periods, number of periods, or classes, the length of periods and/or classes shall be determined by

the School District. Regardless of the time the student day commences, the workday for teachers shall not exceed eight (8) hours including a duty-free lunch. Teachers shall report and leave work as directed by the School District. On Fridays and days before holidays, teachers may leave school at the same time students are dismissed.

9.2 Work Year

The Board will set the annual school calendar after seeking input from the teachers. The contracted teacher work year will consist of one hundred eighty-seven (187) days, of which one hundred eighty (180) are pupil-instruction and seven (7) are pupil-instruction related days. Any mutually agreed upon extensions will be in writing and paid at a rate acceptable to the staff and the Board.

9.3 Assignments

The Board reserves the right to make teaching assignments. Such assignments will be made in consideration of the needs of the District and the desire of the teacher.

ARTICLE X **TEACHER LEAVES**

10.1 Effective Date

The full amount of all leaves provided for in this article will be available for use by the teacher from the first required attendance day unless specifically otherwise stated, except if the teacher's employment status changes during the school year due to leaves without pay, resignation or termination; appropriate prorated adjustments will be made in leave benefits.

10.2 Sick Leave

1. Each full-time teacher will be credited with ten (10) days of fully paid sick leave at the beginning of each school year. These ten (10) days can be accumulated for a total of seventy (70) sick days during the school year.

However, a teacher may only carry over sixty (60) days of sick leave from year to year. Therefore, any days in excess of sixty (60) shall be forfeited at the conclusion of the school year.

2. Teachers may use sick leave for scheduled doctor appointments, when they personally are ill, when a member of their immediate family is ill or if there has been a death in the immediate family. Immediate family is defined as mother, father, brother, sister, wife, husband, children, grandparents/children of employee and/or same relation of employee's spouse.

3. Any teacher who has exhausted their sick leave and personal days may apply in writing to be granted extended days of leave from the Board appointed sick leave bank. The bank will be funded at a total maximum cap of two thousand five hundred dollars (\$2,500.00) per school year. Once the cap is exhausted, no other sick leave may be granted from the bank. A committee of one Creston Education Association (C.E.A.) teacher, one administrator, and one Board member shall

administer the bank. The same committee members will serve for one school year. Review and written response to a request will be made within ten (10) working days of receipt of request. The committee may ask for additional documents from the teacher to support the leave request. The committee will decide whether to grant the request. The records will be kept in the office.

4. The district agrees to pay a full-time or part-time teacher 25% (twenty-five percent) of the cash value of their accumulated sick leave, up to eight hundred dollars (\$800.00), when the teacher either retires or resigns from the district. This will be calculated from the contract amount divided by the teaching days plus P.I.R. days called for in the contract.

5. A teacher may exchange 2 sick days for no more than 1 personal day per year.

10.3 Personal Leave

Each teacher shall be granted four (4) days paid personal leave per year. Personal leave can be accumulated to six (6) days per school year with the option to be paid for up to four (4) unused personal days at the substitute rate. A second option would be to carry over two (2) personal days to the following school year for a maximum accumulation of six (6) days of personal leave.

10.4 Professional Leave

Professional leave requests must be submitted and approved by the Board at the regularly scheduled board meeting prior to the date of the leave request.

10.5 Maternity Leave

A teacher, with written verification of pregnancy from a doctor, or with proof of a new adoption, may request a maternity leave at any time during the contract year. All other items in this section shall also pertain to a teacher who adopts a child.

Pregnancy will be viewed as any other medical disability and the onset and length of the leave will be decided on a case by case basis.

The teacher will be entitled to use any or all accumulated sick days and personal days while on leave. Once the teacher has exhausted their sick/personal leave days, the remainder of the maternity leave will be without pay.

Upon signifying her intent to return at the end of maternity leave, such employee shall be reinstated to her original job or to any equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

A teacher will be allowed up to ten (10) days leave for paternity purposes during and after the birth of a child. Any personal or sick leave days accumulated shall be used for such purpose.

10.6 General Leave

A teacher may be granted a leave of absence at the Board's discretion.

ARTICLE XI
SALARY AND BENEFITS

11.1 Salary Schedule

All teachers in the bargaining unit will be paid on the appended salary schedule. Teachers will receive full credit on the salary schedule for full time/full year service in the district and up to three years of service in another district. Service less than full time will be prorated and will be considered for placement/advancement purposes on the salary schedule after two years of service.

11.2 Credit Recognition

1. The teacher is required to give the Board written notification by April 1 of intent to take additional preparation that would advance the teacher on the salary schedule. Additional Educational Preparation credits must be of benefit to the School District or be 300 or higher level courses relevant to teacher's classroom teaching assignment, and have Board approval. All credits shall be evaluated under existing policies and practices.

2. There will be no advancement on the salary schedule during the current school year for credits earned after the first day of pupil instruction. The teacher shall provide a grade transcript for any credits to be used for movement on the salary schedule by October 1 for any increased salary to be paid for the current year. Once the transcript is received and reviewed, the increased salary will be paid retroactive to the beginning of the current work year.

11.3 Pay Periods

Teachers will be paid on the 1st of each month or on the last previous workday if the 1st falls on a day school is not in session.

11.4 Annuity/employee benefit cafeteria plan

The District will provide an eligible employee the amount of six hundred dollars (\$600.00) per month in 2016-17 and 2017-18, prorated for part-time certified staff, to be used for any of the following employee benefits in compliance with IRS Section 125 regulations for Cafeteria Plans:

- Medical Flex
- Dependent care
- Cash option annuity (401(k)), or
- Cash Option equivalent

Eligible employees must be employed an average of 20 hours per week or 0.5 full time equivalent. An employee who is qualified to receive employee benefits may:

Apply the benefit to medical flex or dependent care (if available)

Choose the cash option annuity, where the money will be applied to a tax sheltered annuity, but which will be subject to FICA per IRS regulations

Choose the cash option, which will be treated as regular compensation and subject to federal and state taxes and FICA.

Employees on Board approved leave will qualify to receive the annuity / employee benefit

cafeteria plan.

11.5 Masters Degree

A full time certified teacher with a Master's degree will be compensated from the Master's salary schedule. Part time staff with a Master's degree will be prorated accordingly.

11.6 Stipend for Multi-Grade Assignment

Two thousand dollars (\$2,000.00) per year shall be paid to the teacher of a full time multi-grade classroom. This sum to be prorated according to actual multi-grade student contact hours, and added to the monthly paycheck, or as agreed upon by the District and employee. In the event that this assignment is not completed, the District will prorate and deduct that amount owing from the employee's remaining paychecks.

ARTICLE XII **EFFECT OF AGREEMENT**

12.1 School Board Policy

School Board policies, rules, and regulations are and shall remain separate and distinct from this collective bargaining agreement. The Board intends to comply with and implement every section and provision of this collective bargaining agreement with the Creston Education Association.

12.2 Changes in Agreement

There shall be no further negotiations during the term of this agreement except for a successor agreement or by mutual agreement. During the term of this agreement, the agreement may be altered, added to or deleted only through voluntary, mutual consent of the parties. Any amendments to this agreement must be in writing and signed by both parties.

The Association recognizes the right of the School District/Board to execute policy as long as such policy is not specifically in violation of any provision of this collective bargaining agreement.

12.3 Savings Clause

If any provision of this Agreement 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.

12.4 Continuity of Policies

This agreement constitutes the full and complete agreement between the School Board and the Creston Education Association. This agreement supersedes any prior agreement, rules, or practices concerning terms and conditions of employment. No change shall be made in any provision of this agreement except by mutual consent of the parties. Nothing in this agreement shall be construed to obligate the School District to continue or discontinue any past practice

except those practices expressly provided for in this agreement. Nothing in this agreement shall be construed to prohibit the School District from exercising all management rights and prerogatives except those management rights expressly waived in this agreement.

12.5 Duplication and Distribution

The Association shall provide copies of this Agreement to all teachers, and the Board will provide copies to any others.

ARTICLE XIII
DURATION OF AGREEMENT

13.1 Effective Period

This agreement shall be effective upon ratification by both the Creston Education Association and the Creston Board of Trustees and shall continue in full force until June 30, 2015.

13.2 Renewal and Reopening of Agreement

This agreement will automatically be renewed and continue in effect for additional periods of (2) two years unless either party gives notice to the other, not later than January 15th immediately prior to the expiration date of this existing agreement, of its desire to reopen certain provisions of this agreement/additions to this agreement and to negotiate over the terms of those provisions.

SALARY SCHEDULE YEARS 2016 – 2017 & 2017-2018

	YEARS OF EXPERIENCE	DEGREE PLUS CREDITS:					
		BA + 0	BA + 15	BA + 30	BA + 45	BA + 60	MA
Step 1	0	\$27,260	\$28,078	\$28,920	\$29,788	\$30,681	\$31,602
Step 2	1	\$28,078	\$28,920	\$29,788	\$30,681	\$31,602	\$32,550
Step 3	2	\$28,920	\$29,788	\$30,681	\$31,602	\$32,550	\$33,526
Step 4	3	\$29,788	\$30,681	\$31,602	\$32,550	\$33,526	\$34,532
Step 5	4	\$30,681	\$31,602	\$32,550	\$33,526	\$34,532	\$35,568
Step 6	5	\$31,602	\$32,550	\$33,526	\$34,532	\$35,568	\$36,635
Step 7	6	\$32,550	\$33,526	\$34,532	\$35,568	\$36,635	\$37,734
Step 8	7	\$33,526	\$34,532	\$35,568	\$36,635	\$37,734	\$38,866
Step 9	8	\$34,532	\$35,568	\$36,635	\$37,734	\$38,866	\$40,032
Step 10	9	\$35,568	\$36,635	\$37,734	\$38,866	\$40,032	\$41,233
Step 11	10	\$36,635	\$37,734	\$38,866	\$40,032	\$41,233	\$42,470
Step 12	11	\$37,734	\$38,866	\$40,032	\$41,233	\$42,470	\$43,744
Step 13	12	\$38,866	\$40,032	\$41,233	\$42,470	\$43,744	\$45,057
Step 14	13	\$40,032	\$41,233	\$42,470	\$43,744	\$45,057	\$46,408
Step 15	14	\$41,233	\$42,470	\$43,744	\$45,057	\$46,408	\$47,801
Step 16	15	\$42,470	\$43,744	\$45,057	\$46,408	\$47,801	\$49,235
Step 17	16	\$43,744	\$45,057	\$46,408	\$47,801	\$49,235	\$50,712
Step 18	17	\$45,057	\$46,408	\$47,801	\$49,235	\$50,712	\$52,233
Step 19	18	\$46,408	\$47,801	\$49,235	\$50,712	\$52,233	\$53,800
Step 20	19	\$47,801	\$49,235	\$50,712	\$52,233	\$53,800	\$55,414

13.3 Date and Signatures

This Agreement is signed this _____ day of _____, 20_____.

IN WITNESS THEREOF:

For the Creston
Education Association

For the Board of Trustees
School District #9
Flathead County, Montana

Representative

Chairperson

Representative

District Clerk