

2017-2019

PROFESSIONAL AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT #1, FORT BENTON

AND

THE FORT BENTON EDUCATION ASSOCIATION

AGREEMENT

This agreement entered into this 16 day of May, 2017 by and between the Board of Trustees, School District No. 1, of Fort Benton, Montana, herein called the "Board" and the Fort Benton Education Association, a local affiliate of the Montana Education Association and the National Education Association, herein called the "Association".

ARTICLE I. RECOGNITION

- A. Unless otherwise indicated, the terms "Teacher(s)" or "Employee(s)" when used hereinafter in this agreement shall refer to all certificated personnel represented by this Association in the Bargaining unit.
- B. The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all teachers employed by the Board whether under contract, on leave, or to be employed by the Board.
- C. The Association hereby recognizes the Board as exclusive and sole representative of School District #1, Chouteau County, Fort Benton, Montana.

ARTICLE II. DEFINITIONS

- A. "Teacher" means an individual certificated in Class 1, 2, 4, or 5 as provided in Section 20-4-106, MCA (1989) but shall not include such certificated individuals who are not currently under contract to perform classroom teaching or counseling duties.
- B. "Employer" means Fort Benton School District No. 1 as defined in MCA 20-6-101 of state law. For the purposes of this agreement, "employer" shall be construed to mean a combined Elementary District #1 and High School District #1 of Chouteau County.
- C. "Appropriate unit" means all of the teachers employed by a single employer.

- D. "Board" means the combined Board of Trustees of Elementary and High School District No. 1.
- E. "Teacher Organization" means any organization of employees which includes teachers in membership.
- F. "Representative of Teachers." A teacher organization that can demonstrate a majority membership of all teachers in an appropriate unit. For other situations provisions for a representative election, conducted by the Board of Trustees, is spelled out in section on determination of teachers' representative of all teachers in the appropriate unit. Such teachers of this appropriate unit shall not negotiate individually.
- G. "Professional Agreement" means this collective bargaining agreement which has been reduced to writing, ratified, and signed by agents of both parties.
- H. "Immediate Family" means Teacher, Spouse and/or Teacher's/Spouse's children, step children, foster children, mother/father, step mother/father, sister, brother, step sister/brother, grand children, step grand children, grand mother/father, aunts/uncles, nieces/nephews.

ARTICLE III. ASSOCIATION & TEACHER RIGHTS

- A. Teachers and the Board shall be afforded the rights and protection provided by the Montana Collective Bargaining Act for Public Employees, Section 39-31-101 et. seq., MCA (1989).
- B. Nothing contained herein shall be construed to deny or to restrict any teacher such rights as he may have under Montana School Laws or other applicable laws and regulations.
- C. The Board agrees to furnish to the Association in response to reasonable requests, all available information covering the financial resources of the district as follows: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of Board meetings, census data, names and addresses of all teachers, and information which may be necessary for the Association to process any grievance.
- D. 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's school buildings for meetings under the same conditions other community and non-school organizations use school facilities. Any use of school facilities by the Association must not interfere with the normal operations of the School District. The association or any teacher may not solicit support for or opposition to any political committee, the nomination or election of any person to public office, or the passage of a ballot measure while on duty or on school property.
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

F. The individual contract of employment between the Board of Trustees and each teacher shall contain the following statement: "This individual contract is subject to the terms and conditions of the Agreement between the Fort Benton Education Association and the Board of Trustees of School District No. 1 and to the extent that the provisions of this contract and said Agreement may be inconsistent, the provisions of said Agreement shall be controlling." Therefore, if individual contracts are issued during negotiations, mediation, or fact finding, or before agreement has been reached between the Board and the Association, the provisions of each individual contract shall be adjusted to comply with the terms and conditions of the final Agreement once it has been consummated.

G. During the regular teaching day, each teacher shall have at least 45 minutes of preparation and planning time. During this time, the teacher will be free of any direct responsibility for students. The actual length of preparation and planning time may vary within reasonable limits. Reasonable limits shall be defined as five (5) minutes.

H. Teachers are required to be at school at 8:00 am and remain until 4:00 PM with the exception of the lunch break and from time to time staff meetings. On Fridays or the day before a holiday, teachers are dismissed with the bus departure. Time spent in staff meetings, outside 8:00 am to 4:00 PM, will be group release time by the end of the following week.

ARTICLE IV. RIGHTS OF THE BOARD

A. Nothing contained herein shall be considered to deny or restrict the Board of the rights, responsibilities and authority under the Montana School Laws or any other laws or regulations.

B. The management of the District and the direction of its employees is vested exclusively in the Board. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Board in accordance with such policy or procedure as the Board may determine. Management rights will not be deemed to exclude other management rights not herein specifically enumerated. The Board retains the right and obligation, conferred upon and vested in it by law to establish school policy of operation.

C. Reduction in Force

In a situation where the Board feels it necessary to relieve teachers from duties because of lack of duties or funds, or a change in curriculum or under conditions where continuation of such work would be inefficient or nonproductive, the Board may use but is not limited to the following criteria:

Seniority, personnel evaluations, recommendations of the administration, tenure status, years of service, and the needs and requirements of the district, as determined by the Board.

ARTICLE V. MISCELLANEOUS

A. Tobacco free school district

All School District buildings and grounds are tobacco free.

Each year the District will reimburse employees, who are presently using tobacco, for any tobacco cessation treatment of their choice at a rate of 50% up to a maximum of \$75.00. The employee must provide verification of payment and completion of a tobacco cessation program to the District Clerk. Soon after proof is provided, the District Clerk will issue a warrant directly to the employee. Employees may be reimbursed for one cessation treatment program per academic school year.

ARTICLE VI. GRIEVANCE & BINDING ARBITRATION PROCEDURE

A. Definitions

1. Grievance: A grievance is a written and signed complaint by a teacher or group of teachers, alleging a violation of one or more provisions of this Collective Bargaining Agreement.
2. An aggrieved person is a teacher, or group of teachers, asserting a grievance.
3. Days: Calendar days, except as otherwise indicated.

B. Individual Rights

Nothing herein contained shall be construed in any way as limiting the rights of any employee to discuss any matter informally with the Board of Trustees, the Superintendent or any other District employee/representative when and where such discussions do not interfere with his/her work or the work of school district employees.

C. Procedure

STEP I - Informal

A grievant shall first discuss the problem with the principal or immediate supervisor, either directly or through the Association's designated representative, with the object of resolving the matter informally.

STEP II - Immediate Supervisor

The grievant shall, within fourteen (14) days of the occurrence or knowledge of the act or condition which is the basis of the grievance, present the grievance in writing, to the grievant's supervisor.

The grievance shall be written and shall include:

- a. a statement of the grievance,
- b. identification of the sections or provisions of this agreement that are alleged to have been violated,
- c. a clear and concise statement of the known facts, and
- d. the request remedy.

The immediate supervisor will arrange for a meeting with the grievant to take place no later than seven (7) days after receipt of the grievance. The supervisor shall provide the grievant with a written answer to the grievance no later than seven (7) days after the meeting.

STEP III - Superintendent

If the grievant is not satisfied with the response to the grievance at Step II, or if no decision has been rendered within seven (7) days after presentation of the grievance to the grievant's supervisor, then the grievance, may within seven (7) days, be referred to the Superintendent or the Superintendent's designee. The Superintendent shall arrange for a meeting with the grievant to take place no later than seven (7) days after receipt of the appeal. Upon conclusion of the meeting, the Superintendent will have seven (7) days to provide the grievant with a written decision.

STEP IV - School Board

- a. If the grievant is not satisfied with the response to the grievance at Step III, or if no decision has been rendered within seven (7) days after the meeting with the Superintendent or the Superintendent's designee, then the grievance may, within seven (7) days, be referred to the Board of Trustees. The Chairperson of the Board shall arrange for a hearing with the grievant to take place within fifteen (15) days. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant and the Association with a written decision.
- b. When a grievance is filed with the Board of Trustees in compliance with paragraph a, the Board and the Association may mutually agree to proceed to Step V without a Board hearing.

STEP V - Mediation

The Association has fourteen (14) days from receipt of the written response of the Board of Trustees, when a Board hearing is held, to submit the grievance to the Board of Personnel Appeals for mediation. The Mediator and both parties shall not produce any records or testimony nor make any statement with regard to any Mediation conducted in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.

STEP VI - Binding Arbitration

If the Mediator determines that a mediated resolution is improbable, the Association has seven (7) days to inform the District of its decision to proceed to arbitration. The Association shall request the Board of Personnel Appeals provide the parties with a list of five (5) arbitrators. The Arbitrator shall be selected from the list provided in the following manner:

1. the Association shall strike one name;
2. the School District shall strike one name;
3. the Association shall strike a second name;
4. the School District shall strike a second name; and
5. the parties shall notify the Board of Personnel Appeals of the remaining name who shall be appointed Arbitrator to hear the grievance.

D. Arbitration Hearing

The appointed Arbitrator shall confer with the parties and set a time, date and place for the hearing. The Arbitrator shall not consider any evidence that was not submitted to the other party at least 30 days prior to the Arbitration Hearing.

E. Arbitrator's Authority

The Arbitrator shall have no authority to add to, subtract from or otherwise amend this Collective Bargaining Agreement. The arbitrator shall not imply into this agreement provisions which are not in the express written terms of this agreement. The Arbitrator shall have authority only to consider a grievance which arose during the term of this Collective Bargaining Agreement.

F. Arbitrator's Decision

Within 30 days following the closing of the hearing the Arbitrator shall render an opinion and award. The arbitrator shall not provide or order any action or relief extending retroactively beyond fourteen (14) days prior to the date of the original grievance, excluding wage/benefit grievances.

G. Arbitration Costs

The expenses, wages, and other compensation of any witnesses called before the Arbitrator shall be borne by the party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs and data to be presented to the Arbitrator, shall be borne separately by the respective parties. Each party shall be responsible for its own expenses relative to this grievance procedure. The Arbitrator's fees, expenses, and other costs related to the arbitration of any grievance shall be shared equally by the parties.

H. Election of Remedy

The Association and/or teacher(s) instituting any actions, proceeding 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 may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this agreement. Upon instituting a proceeding in another forum as outlined

herein, the teacher(s) and/or the Association shall waive his/her/their right 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. This section shall not apply to actions to compel arbitration as provided in this agreement or to enforce the award of an arbitrator.

I. Cooperation

The Board, the Administration and the Association will cooperate in the investigation of grievances and will make available reasonable access to such public information as is appropriate and necessary for the processing of any grievance. No officer, agent or representative of the Association may solicit grievances but may receive, discuss, and handle grievances only when and where such activities do not interfere with their work or the work of school district employees.

J. Time Lines

Should the grievant or the Association fail to timely file or advance a grievance the grievance shall become void and forever waived. Should the School District, its agents or representatives fail to provide a timely response at any step of this procedure such failure shall be considered a denial of the grievance and the grievance may be timely advanced to the next step of this procedure. Time lines may be waived in writing by the mutual agreement of the District and the Association.

K. No Reprisals

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

L. Personnel Files

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

ARTICLE VII. ASSIGNMENTS & TRANSFERS

A. Assignments

1. Teaching positions shall be determined by the Superintendent.
2. Teachers are assigned or reassigned positions within the system at the discretion of the Superintendent with Principal(s) input.

B. Transfers

1. A teacher may request in writing a different position by setting forth the reasons and rationale for the request, the specific position sought and the teacher's qualifications and experience for the position.

2. Should the request for a different assignment not be granted, the teacher may request in writing within seven (7) days of becoming aware they were not granted the request the written reason(s) therefore and will receive the answer within seven (7) days.
3. As positions open in the district, such positions shall be posted for one (1) working week before the position is advertised to personnel outside the district. Current teaching staff shall be given consideration for district openings.

ARTICLE VIII. LEAVES

A. Sick Leave

Definition: Sick Leave means a leave of absence with pay for a sickness, accident or disability suffered by an employee or his/her immediate family member. After five (5) days of any such leave, the Board may require a doctor's certificate. The Board shall bear the cost of such certificate not covered by the employee's insurance. Maternity shall be considered a disability.

1. Teachers in the Fort Benton system are covered by the following sick leave policy:
 - a. Ten days sick leave per year. Unused days can cumulative to a maximum of 130 days plus the 10 days for the current contract year.
2. Sick leave documentation
 - a. Teachers will be given an account of accumulated sick leave days with each payroll period.
3. Sick leave bank
 - a. In the event a teacher exhausts their accumulated sick leave as a result of a catastrophic accident or illness, other teachers may make voluntary, anonymous donations to this person=s sick leave. A committee consisting of teachers and administration shall approve or disapprove the transfer of sick leave.

B. Personal Leave

1. Each teacher is allowed four (4) personal leave days with the first one taken at full salary. Unused personal leave days may accumulate up to a maximum of five (5) days. No more than seven (7) members of the certified staff may request and be considered for personal leave on any school day, except in the case of extraordinary circumstances as determined by the Superintendent. Requests will be honored on a first come first serve basis. Personal leave may be granted only when the work can be performed by an available substitute as determined by the Principal.
2. Junior and Senior class sponsors will have a total of three personal days paid at full salary. Sponsors of grades 7-10 will have a total of two personal leave days paid at full salary.

Elementary teachers will no longer be required to serve as Middle School/High School class sponsors. Elementary teachers who choose to be a Middle School/High School class sponsor will have personal leave days paid at full salary as provided above. These Elementary teachers may only be removed from the rotation when they are returning as a grade 7 sponsor or by appointment of the Superintendent.

Teachers serving on the core RTI committee as assigned by the elementary principal will have two personal leave days paid at full salary.

Under no circumstance will any teacher be allowed to take more than three (3) personal leave days paid at full salary. No teacher will be permitted to carry over any personal leave days at full salary to a future year.

3. These days will be used by the teacher at his own discretion for personal reasons. A minimum of two (2) days notice is required prior to any approval. Personal leave used may not exceed more than three (3) consecutive school days at any one time, unless approved by the superintendent.
4. When a teacher is on Personal Leave, he/she will have deducted from his pay the amount of a substitute's salary excluding the first Personal Leave Day taken for a particular school year. Personal Leave may be taken by the half day and the pay deducted would, therefore, be half of a substitute's pay.

Definition: Substitute's Salary is the standard amount as stated in the Board Policy for a substitute teacher, which the Board pays someone other than an existing staff member to substitute for a staff member on Personal Leave.

5. Teachers who have children involved in MHSA sponsored activities have the following options as it relates to personal leave days:
 - a. Teachers that serve as chaperons, as determined by the building principal involved, will not be deducted a personal leave day. The teacher's substitute will be paid by the District.
 - b. Teachers that have current full-time employed teachers cover their classes, will not be deducted any personal leave days. The Building Administrator must approve all coverage by colleagues.
 - c. Teachers that choose to take personal leave days and do not want to chaperon or do not have a colleague(s) supervise their classes will follow the procedure as outlined in Section B above.

C. Sabbatical Leave

1. Sabbatical Leave may be granted for professional study (without pay) upon receipt of the fourth contract in the Fort Benton school system. Study must be in an educational institution of recognized rank. Such leave and the number of teachers receiving such leave during any one year will be at the discretion of the Board of Trustees.

D. Emergency Leave

1. Emergency leave may be granted in the case of a severe injury or accident to a member of the teacher's immediate family or in case of a death in the immediate family. The granting of such leave shall be left to the discretion of the administration. The superintendent has the discretion to grant up to five (5) days emergency leave with pay when all other types of leave have been exhausted.

E. Leave of Absence

1. A leave of absence may be granted to a teacher for personal or emergency reasons upon the recommendation of the Superintendent.

F. Association Leave

1. At the beginning of every school year, the Association shall be credited with two (2) days to be used by teachers who are officers or agents of the Association, such use, with pay, to be at the discretion of the Association. The request will be a minimum of five (5) days notice to the principals before the days are taken.

G. Retirement benefit:

1. Shall be initiated by written notice from the retiring Teacher to both the Clerk and Superintendent by the first day of September and ending on the first school day of January requesting this retirement at the end of the current school year. Application to the Teachers Retirement System for retirement benefits must also occur.
2. This retirement benefit is limited to four (4) retiring teachers participating per school year, If there are more than four retiring individuals who all make a request at the same time, seniority based on the number of years taught in the Fort Benton School District will prevail. This retirement benefit is limited to Teachers who have taught in the Fort Benton Public Schools for ten or more years. The district reserves the right to consider any additional retirement requests during the year provided the teacher has 25 years of service.
3. Teacher must have applied to and been accepted by TRS for TRS Retirement Benefits before this retirement benefit is paid out by the School District.
4. Benefit for qualified retiring teacher: The retiring Teacher has a choice of all the legally available options to apply the School District payment to retirement benefits. Prior to the end of the school year, the School District will pay out this benefit as directed by the retiring teacher in the amount of: $\frac{1}{4}$ of the teacher's earned and unused sick leave days on record up to 140 days @ \$100.00 per day.

ARTICLE IX. HEALTH INSURANCE AND PAYROLL DEDUCTIONS

A. Health Insurance

1. All teachers are eligible to participate in the health insurance plan as recommended by the Insurance Committee made up of three board members, one administrator, the District Clerk, three teachers, and one classified staff member. Final adoption of the insurance carrier and insurance plan/program is the sole responsibility of the Board of Trustees.
2. The Board of Trustees shall pay a monthly insurance premium not to exceed \$815.00 or the single insurance premium rate, whichever is less, beginning July 1, 2017. This amount shall increase to \$830.00 per month or the single insurance premium rate, whichever is less, on July 1, 2018. No money will be paid in place of insurance. With Board approval, at a time when the District is implementing a Reduction in Force, a tenured teacher who volunteers for a reduction

in schedule to a lesser time, shall receive the same monthly contribution of health insurance from the district as full time teachers for the duration of their continuous employment
Additional funds necessary for insurance premiums shall be deducted from the teacher's pay check.

3. It is understood that the School District's only obligation under this Article is to pay such premiums as agreed to herein and no claim shall be made against the School District including filing of a grievance as a result of a denial of an insurance benefit or failure to provide coverage. Upon termination of employment all School District participation and contributions cease.
4. District health insurance contributions shall cease on June 30th for teachers that will not return to the Fort Benton School District with the exception of teachers who retire from teaching. Retirees would receive District contributions until August 30th.

Tax-Sheltered Annuities

The Fort Benton school system will recognize participation in tax-sheltered annuity programs. Arrangements for participation in such programs must be made prior to December 1 of each year, subject to prior approval of the Board. It is understood that the Fort Benton School District #1 accepts no responsibility for the tax status of any annuity purchased.

C. Payroll Deductions

Payroll deductions for MEA dues, tax-sheltered annuities and insurance shall be available to all teachers. The Board may approve additional deductions.

ARTICLE X. INDIVIDUAL TEACHER CONTRACTS

- A. Individual teacher contracts shall be used in the employment of all regularly assigned members of the bargaining unit.
- B. The calendar year shall be the minimum number of pupil instruction (PI) days required by State law (20-1-301,MCA) plus the maximum number of State funded pupil instruction related (PIR) days.
- C. Additional days work for curriculum writing shall be compensated for on a salary basis. Additional compensation will be calculated at the rate of 1/186 of the base salary amount of the negotiated schedule for each day worked.

ARTICLE XI. COMPENSATION FOR LUNCH DUTY

- A. Lunches will be furnished for teachers on lunch duty.

ARTICLE XII. SALARY SCHEDULE AND RELATED ITEMS

- A. EXPERIENCE

1. Previous years' experience is to be evaluated by the Board of Trustees and the Superintendent. Credit to teachers, entering the Fort Benton School system, will be based up to fifteen years (vs. ten years) of experience or the maximum years' experience allowed on the adopted salary schedule.
2. Teachers planning additional training (lane change) must file a tentative plan of study with the Superintendent by April 10th to receive advanced approval and for budgetary and administrative purposes.
3. Credit beyond the bachelors degree will be granted only for those hours actually taken following certification and should be in the teacher's field of employment according to the following schedule:

a. BA10	d. MA10
b. BA20	e. MA20
c. MA	f. MA30

For each fifteen quarter credits earned, ten must be approved by an FBEA faculty and administration committee.

The conversion for credits is outlined below:

Three (3) quarter credits = Two (2) semester credits

2/3 times quarter credits = Semester credits

3/2 times semester credits = Quarter credits

For Current staff – Grandfather Steps if MA earned before 9/1/2012. After 9/1/2012, no more than (1) step down in any one school year will be allowed.

4. Renewal units that are financed by the School District, are not acceptable for lane change movement credits. Renewal units currently are acceptable for re-certification with the Office of Public Instruction (OPI).

As defined by OPI:

1 quarter credit = 10 renewal units

1 semester credit = 15 renewal units

- B. Attainment level 3.5 of the 1989 MEA Recommended Schedule as printed in Appendix A for 2008 -2009. The parties recognize that the previous attainment level was a level 3.5 of the 1989 MEA Recommended Schedule as printed in Appendix A, but both parties agreed to change the Attainment level to a level 3 as printed in Appendix A starting 2009 – 2010 in exchange for a retirement benefit as printed in Article 8 section 6.

Salary Schedule Converted to Dollars - Base \$29,404.00 beginning July 1, 2017 and ending June 30, 2018 Level 3.5 (See Appendix B).

For 2018-2019 year \$29,992.00 Base on Attainment level 3, See Appendix B, Current layout of steps and lanes.

- C. Any teacher hired with less than three years' experience will be placed on the third (3) step and will remain at that salary schedule step until they complete the three (3) years' experience to advance down on the salary schedule. They may move laterally, however, as their educational level changes throughout their first three (3) years.

ARTICLE XIII. EXTRACURRICULAR

- A. Add a third (3) coach and pay appropriate stipend.
- B. Pay four (4) elementary coaches \$1000.00 stipend each.
- C. Pay one (1) FFA Advisor stipend.

ASSIGNMENTS AND SALARY SCHEDULE

- A. Extracurricular duties are assigned by the Board of Trustees after input from the administration/activity director.
- B. Extracurricular contracts will be issued within thirty-five (35) days of the issuance of the regular teaching contracts OR at least five (5) days before the last work day of the current academic year, WHICHEVER OCCURS FIRST.
- C. Salary schedule (**See Appendix C**)
- D. Teacher/Coaches/Sponsors will receive 100% of their extracurricular salary at the beginning of the season. Coaches that are not employed as a teacher, will be paid 100% at the end of the season. The Activity Director's request for season end/year end check out must also be completed before payment.
 - A. If any sport has over 25 participants administration has the right to add one more assistant coaches.
 - B. The removal of one assistant coach in both Football and Track will occur after the 13-14 season. These coaches will stay on staff for FY 2013-2014 at the new salary. This gives each program a year to make adjustments.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. During the term, this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue

ARTICLE XV DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2017 and shall continue in full force and effect until June 30, 2019.

This Agreement is signed this _____ of May, 2017.

SAVINGS CLAUSE

“If anyone or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if it had not included the invalid, illegal or unenforceable provision.”

IN WITNESS THEREOF:

For the Fort Benton Education
Association

For the Board of Trustees,
School District No. 1

PRESIDENT

CHAIRPERSON

NEGOTIATOR

CLERK

ATTAINMENT LEVEL 3.0
 (Starting
 2009-10)

Appendix
 A

	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30
0	1	1.03	1.061	1.091	1.121	1.151	1.182
1	1.034	1.067	1.101	1.134	1.167	1.2	1.234
2	1.068	1.104	1.141	1.177	1.213	1.249	1.286
3	1.102	1.141	1.181	1.22	1.259	1.298	1.338
4	1.136	1.178	1.221	1.263	1.305	1.347	1.39
5	1.17	1.215	1.261	1.306	1.351	1.396	1.442
6	1.204	1.252	1.301	1.349	1.397	1.445	1.494
7	1.238	1.289	1.341	1.392	1.443	1.494	1.546
8	1.272	1.326	1.381	1.435	1.489	1.543	1.598
9	1.306	1.363	1.421	1.478	1.535	1.592	1.65
10	1.34	1.4	1.461	1.521	1.581	1.641	1.702
11		1.437	1.501	1.564	1.627	1.69	1.754
12			1.541	1.607	1.673	1.739	1.806
13				1.65	1.719	1.788	1.858
14				1.693	1.765	1.837	1.91
15				1.736	1.811	1.886	1.962

2017-18**AMOUNT OF INCREASE****0**

Dollar Increase

Or: percent
increase

1.00%

YEARS

EXP.	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30
0	29,404	30,290	31,200	32,080	32,960	33,840	32,880
1	30,400	31,370	32,370	33,340	34,310	35,280	36,280
2	31,400	32,460	33,550	34,610	35,670	36,730	37,810
3	32,400	33,550	34,730	35,870	37,020	38,170	39,340
4	33,400	34,640	35,900	37,140	38,370	39,610	40,870
5	34,400	35,730	37,080	38,400	39,720	41,050	42,400
6	35,400	36,810	38,250	39,670	41,080	42,490	43,930
7	36,400	37,900	39,430	40,930	42,430	43,930	45,460
8	37,400	38,990	40,610	42,190	43,780	45,370	46,990
9	38,400	40,080	41,780	43,460	45,140	46,810	48,520
10	39,400	41,170	42,960	44,720	46,490	48,250	50,050
11		42,250	44,140	45,990	47,840	49,690	51,570
12			45,310	47,250	49,190	51,130	53,100
13				48,520	50,550	52,570	54,630
14				49,780	51,900	54,020	56,160
15				51,050	53,250	55,460	57,690
16	-	-	-	-	-	-	-

1% Increase
EXTRACURRICULAR SALARY SCHEDULE

High School		BASE %	AMOUNT	CURRENT
	Annual	10.5%	3,090	3,090
	Band Director/Choir	12.8%	3,770	3,770
	Basketball (Boys)	12.8%	3,770	3,770
	Basketball Assistant (Boys)	9.0%	2,650	2,650
	Basketball (Girls)	12.8%	3,770	3,770
	Basketball Assistant (Girls)	9.0%	2,650	2,650
	Drama (per play)/ & 1 MCT/EOY	2.4%	710	710
	FFA Advisor	12.8%	3,770	3,770
	Football	12.8%	3,770	3,770
	Football Assistant	9.0%	2,650	2,650
	Football Assistant	9.0%	2,650	2,650
	Speech & Drama	12.8%	3,770	3,770
	Golf	12.8%	3,770	3,770
	Golf Assistant	9.0%	2,650	2,650
	Track	12.8%	3,770	3,770
	Track Assistant	9.0%	2,650	2,650
	Track Assistant	9.0%	2,650	2,650
	Wrestling	12.8%	3,770	3,770
	Wrestling Assistant	9.0%	2,650	2,650
	Volleyball	12.8%	3,770	3,770
	Volleyball Assistant	9.0%	2,650	2,650
	Tennis	12.8%	3,770	3,770
	Tennis Assistant	9.0%	2,650	2,650
	Cheerleader Sponsor	10.5%	3,090	3,090
Middle School				
	Basketball (Boys)	5.5%	1,620	1,620
	Basketball (Boys)	5.5%	1,620	1,620
	Basketball (Girls)	5.5%	1,620	1,620
	Basketball (Girls)	5.5%	1,620	1,620
	Wrestling	5.5%	1,620	1,620
	Wrestling	5.5%	1,620	1,620
	Track	5.5%	1,620	1,620
	Track	5.5%	1,620	1,620
	Volleyball	5.5%	1,620	1,620
	Volleyball	5.5%	1,620	1,620
	Football	5.5%	1,620	1,620
	Football	5.5%	1,620	1,620
	Tennis	5.5%	1,620	1,620
	Tennis	5.5%	1,620	1,620
5th & 6th Grade				
	Basketball (Boys)		1,000	1,000
	Basketball (Boys)		1,000	1,000
	Basketball (Girls)		1,000	1,000
	Basketball (Girls)		1,000	1,000
	Total Cost for Projected Year:			\$ 101,540

EXTRACURRICULAR SALARY SCHEDULE 2% Increase

High School		BASE %	AMOUNT	CURRENT
	Annual	10.5%	3,150	3,150
	Band Director/Choir	12.8%	3,840	3,840
	Basketball (Boys)	12.8%	3,840	3,840
	Basketball Assistant (Boys)	9.0%	2,700	2,700
	Basketball (Girls)	12.8%	3,840	3,840
	Basketball Assistant (Girls)	9.0%	2,700	2,700
	Drama (per play)/ & 1 MCT/EOY	2.4%	720	720
	FFA Advisor	12.8%	3,840	3,840
	Football	12.8%	3,840	3,840
	Football Assistant	9.0%	2,700	2,700
	Football Assistant	9.0%	2,700	2,700
	Speech & Drama	12.8%	3,840	3,840
	Golf	12.8%	3,840	3,840
	Golf Assistant	9.0%	2,700	2,700
	Track	12.8%	3,840	3,840
	Track Assistant	9.0%	2,700	2,700
	Track Assistant	9.0%	2,700	2,700
	Wrestling	12.8%	3,840	3,840
	Wrestling Assistant	9.0%	2,700	2,700
	Volleyball	12.8%	3,840	3,840
	Volleyball Assistant	9.0%	2,700	2,700
	Tennis	12.8%	3,840	3,840
	Tennis Assistant	9.0%	2,700	2,700
	Cheerleader Sponsor	10.5%	3,150	3,150
Middle School				
	Basketball (Boys)	5.5%	1,650	1,650
	Basketball (Boys)	5.5%	1,650	1,650
	Basketball (Girls)	5.5%	1,650	1,650
	Basketball (Girls)	5.5%	1,650	1,650
	Wrestling	5.5%	1,650	1,650
	Wrestling	5.5%	1,650	1,650
	Track	5.5%	1,650	1,650
	Track	5.5%	1,650	1,650
	Volleyball	5.5%	1,650	1,650
	Volleyball	5.5%	1,650	1,650
	Football	5.5%	1,650	1,650
	Football	5.5%	1,650	1,650
	Tennis	5.5%	1,650	1,650
	Tennis	5.5%	1,650	1,650
5th & 6th Grade				
	Basketball (Boys)		1,000	1,000
	Basketball (Boys)		1,000	1,000
	Basketball (Girls)		1,000	1,000
	Basketball (Girls)		1,000	1,000
	Total Cost for Projected Year:			\$ 103,360
	Total Cost for Full Schedule			\$ 103,360

SCHOOL DISTRICT NO. 1

Fort Benton, Montana

This agreement is made and entered into this ____ day of ____ between _____, party of the first part (hereinafter referred to as the Teacher), and the Board of Trustees of School District No. 1 of Chouteau County, Montana, parties of the second part (hereinafter referred to as the Board).

This individual contract is subject to the terms and conditions of the Agreement between the Fort Benton Education Association and the Board of Trustees of School District No. 1 and to the extent that the provisions of the contract and said Agreement may be inconsistent, the provisions of said Agreement shall be controlling.

The Teacher, who holds a legal certificate as a Teacher in Montana, hereby agrees for and in consideration of the terms and conditions hereinafter stated, to perform duties in said District as assigned by the Superintendent for the period of the school term beginning on or about ____ 20____ and ending on or about ____ 20____ not to exceed 186 days (including PIR days), exclusive of holidays or recesses, and any other days when school is not in session.

The Teacher's salary will be at the rate of _____ (\$ _____) per annum, less deductions required under Federal and Montana State Laws, to be paid in _____ payments in accordance with Board regulations. This salary is contingent upon verification of credits required for appropriate salary schedule placement.

As part of the Contract terms, the Teacher shall perform such extra duties as are assigned by administrative supervisors. It is the intent and purpose that such duties be assigned as near equally as reasonably may be done under the facts and circumstances then existing.

IT IS FURTHER MUTUALLY AGREED AND UNDERSTOOD that this Contract and the rights and the obligations of the parties there under shall be governed by the Laws of the State of Montana, the Professional Agreement, and the Rules and Regulations of the Board. Said Laws, Agreement, and Rules and Regulations shall be considered as a part of this contract.

IT IS FURTHER MUTUALLY AGREED AND UNDERSTOOD that whenever school shall close by order of the Board of Trustees for any cause, the salary of the Teacher shall cease. The Board reserves the right to cancel this contract for good cause within the provisions of State Law.

IN WITNESS THEREOF said parties have hereunto set their hands in duplicate.
Board of Trustees School District No. 1 Chouteau County, Montana

Teacher Experience allowed _____

Chairman Training allowed _____

Clerk Base _____