

# **Master Agreement**

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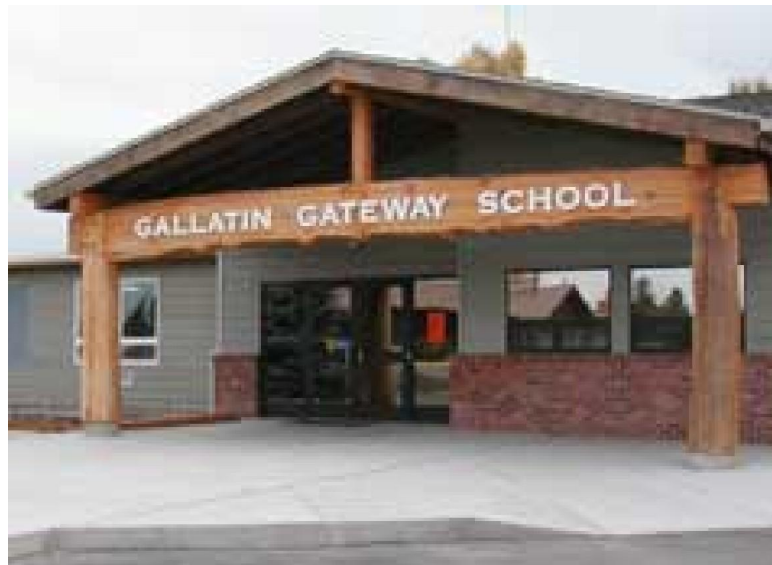
The Gallatin Gateway Board of Trustees

School District No. 35

&

The Gallatin Gateway Education

Association- MFPE



# **2023-2025**

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## MASTER AGREEMENT

This agreement is entered into this 21nd day of June, 2023, by and between the Board of Trustees, School District No. 35, Gallatin Gateway, Montana, hereinafter called the Board, and the teaching faculty of Gallatin Gateway School as the Gallatin Gateway Education Association/Gallatin County Rural Education Association/Montana Education Association/National Education Association, hereinafter called the Association.

### PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service and the morale of the school community;

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve the educational standards;

WHEREAS, the Board has an obligation pursuant to law to bargain collectively with the exclusive representative of public employees with respect to wages, hours, fringe benefits, and other conditions of employment;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the foregoing mutual covenants, it is hereby agreed as follows:

**Article 1 - Association Recognition** - The Board hereby recognizes the Association as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all certified teachers under teaching contract.

1.1 The Association shall have the right to use District computers, calculators, and all types of audio visual equipment when such equipment is not otherwise in use. When the use of District audio visual equipment is needed, a staff member shall coordinate its use through the Superintendent. The Association may use the District email, telephones, and employees' mailboxes for Association business. Respect shall be given to working outside school hours when conducting Association business via email, telephone, or other communications. The Association shall have the right to post notices of Association activities and schedules on the bulletin board used to post other District notices. Outdated notices shall be removed promptly. The Association may be given a copy number to use the copy machine for Association business. The Association will be invoiced for copier use at the end of the school year in accordance with District procedures. The Association shall be given time on the agenda of the orientation program for new teachers to explain Association activities and shall have the opportunity after the conclusion of staff meetings to present reports and announcements.

**Article 2 - Right to Organize** - The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representatives of his/her own choosing to negotiate the terms and conditions of his/her employment. The teacher shall be free from interference, restraint, or coercion by the Board or its agents in the designation of such representatives or in other concerted activities for the purpose of collective bargaining or other mutual aid protection.

**Article 3 - Just Cause** - No teacher shall be disciplined, reprimanded, suspended, non-renewed, dismissed, or terminated without just cause. It is understood that this provision does not apply to the non-renewal of non-tenured teachers prior to the signing of the fourth (4<sup>th</sup>) contract as stated in Section 20-4-206, MCA.

**Article 4 - Uniform Application of Rules & Regulations** - All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District.

**Article 5 - Guarantee of Academic Freedom** - Academic freedom shall be guaranteed to teachers. Teachers shall have the right to support or oppose political causes and issues outside the normal classroom activities.

**Article 6 - Authority & Responsibility** - The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement.

**Article 7 - Definition of Seniority** - Seniority is defined as the length of continuous service. Seniority is broken by resignation, termination, or failure to report in a reasonable amount of time upon recall.

**Article 8 - Reduction in Force**

**8.1** The District has the sole authority to determine the number of teachers to be employed. Prior to layoff of tenured teachers, the District shall determine which non-tenured teachers shall be laid off. While a non-tenured teacher may be retained if he/she is the sole possessor of a required endorsement, a tenured teacher shall not be subject to a layoff while a non-tenured teacher with the same endorsement is retained. For purposes of a reduction in staff, in the case of tenured teachers, seniority shall be the criterion. Administration will utilize the Reduction in Force Eligibility Rubric for all reductions in force (appendices).

**8.2** If a laid-off teacher has displaced another, the teacher will remain eligible for recall in accordance with the provisions of this article.

**8.3** Notice of recall will be given by registered mail to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) calendar days from the date of the notice, the teacher will be deemed to have refused the position.

- 8.4** A teacher who is laid off will remain on the recall list for one (1) year after the effective day of lay off, unless the teacher:
1. waives recall in writing;
  2. resigns;
  3. fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position; or
  4. fails to report to work in a position that he or she has accepted.

**8.5 Lay off Benefits** - All positions of substitute teacher shall be offered to qualified teachers on layoff who are on the substitute list before any other person is offered such a position. All benefits to which teachers were entitled at the time of their lay off, including but not limited to tenure, will be restored to them upon their return to active employment, and they will be placed on the step of the salary schedule for their current position according to their experience and education.

## **Article 9 - Work Day**

**9.1** The regular workday for all full-time teachers will span eight (8) consecutive hours. Part-time teachers will have that time prorated within their schedule. The time before and after the student day will be used for additional preparation, consultation with parents, students and others, and other duties as assigned. On the day of the weekly scheduled staff meeting, the teachers will stay thirty (30) additional minutes from the regular workday end time. On Fridays, teachers may leave thirty (30) minutes early from the regular workday end time. The start and end time of the eight (8) hour day will be determined by the Superintendent.

**9.2 Preparation Time** - Full time teachers shall receive a minimum of two hundred twenty-five (225) minutes for preparation during the regular work week. Part-time teachers will have that time prorated. It is understood that events may, from time to time, cause the loss of some preparation time. The Superintendent will schedule preparation time in no less than forty-five (45) minute blocks.

**9.3 Duty-free Lunch Period** - All teachers shall receive a daily, duty-free lunch period of forty-five (45) minutes. Part-time teachers will be prorated but will have no less than 25 minutes.

**9.4 PIR Days** - A minimum of seven (7) PIR days will be scheduled per school year, two (2) of which are the annual educator conferences in October. Teachers may trade a maximum of two (2) of the October conference days for equivalent training, completed during non-contracted hours, between the end of the prior school year and the conference days. Equivalent training shall mean six (6) OPI renewal credits to replace one (1) day or twelve (12) OPI renewal credits, or one (1) semester university credit to replace two (2) days of the October conferences. Semester credit used as equivalent training for October conference days cannot be used for movement on the salary matrix. The Professional Development Advisory Committee will review any questions regarding equivalency of OPI credits.

Parent Teacher Conferences will be held on a Wednesday-Thursday with an early release schedule followed by a scheduled day off on Friday for students and staff. Parent teacher conference days will be scheduled as early release days allowing for a duty-free lunch for staff following dismissal prior to the beginning of conferences. Six hours will be allotted to schedule conferences after the staff lunch.

**9.5 Early Release Days** - On Early Release Days, students will be released five (5) minutes after the last lunch period ends. Teachers' day will end at their regularly scheduled time. Early Release Days are scheduled for instructional related activities which may include, but are not limited to: quarterly report card preparation, parent teacher conferencing, and professional training. On early release days, class periods will be equally divided to accommodate the shortened schedule.

**9.6 Obligations Outside the Regular Workday** - Teachers will be required to attend and provide their professional abilities at Open House, the Christmas Program, Parent Teacher Conferences, and for teachers in the participating grade-levels, Ski Day. The Superintendent will ensure teachers participating in Ski Day will receive flextime for time worked outside of contracted hours.

**9.7 PIR Days for Part-Time Teachers** - Part-time teachers will only be required to attend PIR days on a prorated basis. The Superintendent and the teacher will mutually decide specific times and days. If the Superintendent deems it professionally necessary for the teacher to attend additional PIR days, the teacher will be compensated at the teacher's daily rate of pay. Written notification of additional days shall be given no later than thirty (30) calendar days prior to the PIR day. If not approved, a teacher may voluntarily go to any additional day(s) without pay.

**9.8 Calendar** - The school calendar shall reflect a teacher work year of one hundred and eighty-seven days. The teachers will be given an opportunity prior to Board adoption to provide input. This will be accomplished by having a discussion at a staff meeting and then each teacher initialing his/her preference.

**Article 10 - Personnel Records** - No document may be placed in a personnel record that is not signed and dated by the author of said document. No document may be placed in personnel records without the acknowledgment of the teacher.

**Article 11 - Evaluations** - The District evaluation program is designed to provide an opportunity for staff to set goals and objectives, including plans for professional growth and career opportunities, and to receive administrative responses to them; to have formal and/or informal observations of the teaching of licensed staff; to receive verbal and written comments and suggestions for improvement from their supervisor and to have clear opportunities to make improvement within the specific timelines.

**11.1 Formal Observation** - An observation by the Superintendent to an instructional or performance activity that has been pre-scheduled at the request of the Superintendent or the teacher. This includes a pre-observation conference, a

scheduled observation, a written feedback report, and a post-observation conference between the Superintendent and the teacher. The post-observation conference shall occur within fifteen (15) working days of the formal observation.

- 11.2 Informal Observation** - Any non-scheduled visit or observation by the Superintendent to an instructional or performance activity. This includes a written feedback report and may include a post-observation conference between the Superintendent and the teacher. If the Superintendent has a concern with any observation, a post-observation conference shall be scheduled and completed within ten (10) working days.
- 11.3 Pre-Observation Conference** - A conference conducted between the teacher and the Superintendent before each formal observation so that the Superintendent can be apprised of the teacher's objectives, methods, and materials for the activity to be observed. The Superintendent will announce the time period for formal observations.
- 11.4 Post-Observation Conference** - A conference held to provide an opportunity for feedback, identification of strengths, and directions for areas to be developed. This conference is documented by a written summary signed and retained by the teacher and the Superintendent.
- 11.5 Evaluation** - A written cumulative document of teacher performance based on at least one formal observation and one informal observation. The evaluation may include all aspects of employee performance, including what has been directly observed and/or what has been investigated and substantiated. This written summary shall be discussed with the teacher and signed by the teacher and the Superintendent, with one copy to the teacher and one copy to the teacher's personnel record. This evaluation discussion may also serve as a post-observation conference for the final observation.
- 11.6 Notification of Evaluation** - Teachers will be advised of the District's evaluation procedures at the beginning of each school year. Teachers joining staff after the commencement of the school year will be advised of the evaluation procedures by the Superintendent.
- 11.7 Evaluation of Non-tenured Staff** -At least two (2) written cumulative evaluations shall be made for all non-tenured teachers each year. These evaluations will include classroom observations as defined above. The first evaluation shall be completed by January 1. The second evaluation shall be completed prior to issuing of teaching contracts for the following year.
- 11.8 Evaluation of Tenured Staff** -At least one written cumulative evaluation shall be made for all tenured teachers each year. These evaluations will include classroom observations as defined above. The evaluations shall be completed by May 1.
- 11.9** Should concerns arise regarding a teacher's performance; the teacher will be advised by the Superintendent that corrective measures are called for.

A written plan of improvement will be made by the Superintendent to point out weaknesses and corrective measures necessary to overcome them. Within thirty (30)



working days, follow-up observations will be made, including a formal observation addressing written recommendations by the administration. If adequate measurable progress is not demonstrated, the Superintendent will take additional action.

**11.10 Right to Respond** - A teacher may submit a written response within fifteen (15) working days to any part of the evaluation procedure. This response shall be attached to the copy of the observation or evaluation in the teacher's personnel file.

## **Article 12 - Grievance Procedure**

**12.1** A grievance is a teacher complaint regarding alleged violation of any provisions in this Agreement or other Board policy. A grievant is a teacher filing a grievance.

1. Within twenty (20) working days of the knowledge of the occurrence of an incident giving rise to a grievance, the grievant shall speak to the Superintendent informing the Superintendent of the grievance. Complaints must be declared as a grievance when that is the intent. The Superintendent shall arrange an initial grievance resolution meeting within five (5) working days. The grievant, and if desired, a representative of their choosing, shall meet with the Superintendent. Following the meeting, the Superintendent will provide the grievant and Association with a written answer to the grievance within two (2) working days.
2. If the grievant is not satisfied with the Superintendent's action or a written response has not been received after two (2) working days, the grievant shall present a written grievance to the Superintendent within five (5) working days. The Superintendent shall act upon the written grievance and provide the grievant and Association with a written response within five (5) working days.
3. If the grievant is not satisfied with the Superintendent's action or has not received a written response after five (5) working days, the grievant shall present a written grievance to the School Board. The School Board shall act upon the grievance and provide the grievant and Association with a written response within ten (10) working days.

**12.2 Mediation** - If the Association is not satisfied with the disposition of the grievance by the School Board, or if no disposition has been made within the period provided in the grievance process, and both parties agree, the grievance may be submitted for mediation using the following steps. Each party shall bear its own cost of the mediation, except that the fees and charges of the mediator shall be shared equally by the parties.

1. If the Association intends to pursue mediation, they shall notify the School Board within five (5) working days of receipt of the School Board's written response or expiration of the timelines involved in the

grievance process.

2. Within ten (10) working days after written notice of submission for mediation, the Association shall, in writing, request the Montana Board of Personnel Appeals assign a mediator to the dispute.
3. The mediator shall consult with the parties in an attempt to bring about resolution to the grievance. The mediator shall not produce any records or testimony, nor make any statement with regard to any mediation conducted by him/her in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.
4. If the board of Personnel Appeals refuses to assign a mediator or if the assigned Mediator, determines that the grievance is not likely to be resolved, or after twenty (20) working days, whichever comes first, the Association may choose to seek a solution through binding arbitration.

**12.3 Unresolved and Disputed Interpretations of Agreements - MCA 39-31-306(5)**

The grievant may have the unresolved grievance or disputed interpretations of the agreement resolved either by final and binding arbitration or by any other available legal methods 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.

**12.4 Binding Arbitration** - If the Association is not satisfied with the disposition of the grievance by the School Board, or if no disposition has been made within the period provided in the grievance process, or the grievance has not been solved through mediation, the grievance may, at the exclusive option of the Association, be submitted for final and binding arbitration before an impartial arbitrator using the following steps:

1. If the Association intends to pursue final binding arbitration, they shall notify the School Board within twenty (20) working days of receipt of the School Board's written response or expiration of the timelines involved in the grievance and, if applicable, the mediation process.
2. Within ten (10) working days after written notice of submission for arbitration, the Association shall, in writing, request a list of five potential in-state arbitrators from the Montana Board of Personnel Appeals.
3. Within ten (10) working days the arbitrator shall be selected from the list provided as a result of each party alternately striking names from the list and the last name remaining being the arbitrator selected. The order of name strikes shall be determined by an initial coin toss. Should either party fail to participate in the arbitrator selection process, the other party may demand a

Montana Board of Personnel Appeals appointment.

4. The arbitrator shall consider the grievance (using either the "expedited" or "ordinary voluntary arbitration rules" of the American Arbitration Association), conduct a hearing and/or receive the parties' briefs and have all necessary authority to render a full and effective award and issue a remedy for same which shall be final and binding upon the parties.

#### **12.5 Arbitration Costs -**

1. Each party shall bear its own cost of arbitration except that the fees and charges of the Arbitrator shall be shared equally by the parties. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs of the transcript. If both parties request transcripts, they shall share equally the costs.
2. Should either party fail to implement an arbitrator's award, the award may be entered in any court of competent jurisdiction for immediate enforcement. All court costs, legal fees, other related expenses incurred as a result of failure to implement an arbitrator's award, and subsequent enforcement proceedings shall be paid by the party who refuses to implement an award.
3. If a motion to vacate the arbitrator's award is entered in a court of competent Jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fee, interest on monetary awards, and other related expenses incurred as a result of defending such action.

**12.6 Exceptions to Time Limits -** The time limits provided in this policy shall be strictly adhered to unless extended by written agreement of the parties. Similarly, steps of the grievance process may be waived only by written mutual agreement of the parties and so indicated by written instrument.

**12.7 Reprisals -** The parties agree that no reprisals of any kind will be taken against any person because of participation in this grievance procedure.

**12.8 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 13 - Annual Leave -** At the beginning of each school year, each full-time teacher shall be credited with fourteen (14) days of Annual Leave at full salary. Part time teachers shall be credited with a prorated amount.

1. A maximum of four (4) consecutive work days of Annual Leave may be used for personal reasons and must be arranged at least two (2) work days in advance. Any

Annual Leave for personal reasons requested beyond four (4) consecutive work days must be approved by the Superintendent.

- a. Annual Leave days may not be taken during the first five or last five instructional days of the school year.
  - b. Annual Leave days may not be taken immediately preceding or following a holiday or vacation period.
  - c. Annual Leave days may not be taken on PIR days.
2. Teachers may choose to accumulate a maximum of twelve (12) Annual Leave days, per year. Unused Annual Leave will be allowed to accumulate up to eighty (80) days. Accumulated Annual Leave days may be used for illness, quarantine, communicable disease, injury, and disability (including pregnancy, miscarriage, childbirth, and recovery), or as approved by the Superintendent.
  3. When a teacher has reached the maximum accumulation of eighty (80) days, any unused days will be reimbursed at the end of the year at the current substitute teacher's pay.
  4. Termination of employment from Gallatin Gateway School would result in a lump sum payment for all days of unused Annual Leave at the current substitute teacher's pay.
  5. A teacher may use Annual Leave for contracted days immediately following the birth/adoption of a child for up to eight (8) calendar weeks. If a physician deems it medically necessary for the teacher to commence leave preceding the birth/adoption of the child, the eight (8) calendar weeks begin on the date indicated by the physician's medical certification.
  6. In case of need for additional leave beyond the year's fourteen (14) Annual Leave Days, a teacher may, with the approval of the Superintendent, take up to sixteen (16) additional leave days. Each of the thirty (30) days (Annual and additional) for which the teacher does not have accumulated Annual Leave days will be without pay.
  7. During the school year, any teacher may donate no more than two (2) days to one or more teachers who are in need and who have exhausted their Annual Leave. The donor and recipient have no later than five (5) working days after the recipient's return to work to notify the Superintendent of the requested leave transfer.
  8. When staff leave is disapproved by the superintendent and the staff member is absent for the requested days, the certified employee will lose the daily rate of pay for all days taken without approval.
  9. All leave must be approved by the superintendent prior to the days taken, except for days of illness. If leave is not approved, the superintendent will communicate with the staff member.

**Article 14 - Professional Leave** - Three (3) days of professional leave will be credited to each full-time teacher at the beginning of the school year. Part-time teachers will be credited with a prorated amount. Professional leave may be used to visit other schools, professional development, or attendance at educational workshops or conferences. Professional leave monies at the current rate of substitute teacher pay per day will be paid to the teacher for workshops or training outside regular contracted hours. Professional leave must be requested at least two (2) work days prior to the day(s) being requested and approved by the Superintendent. Professional leave does not accumulate and will not be paid out if unused. Professional Leave will be available from September 1 to August 31 of each year. Training or credits gained using professional leave cannot be used as equivalency training to trade for the October conference days.

**Article 15 - Bereavement Leave** - No more than twelve (12) total days leave at full salary will be allowed for death(s) of a member or members of the teacher's immediate family. Immediate family includes: spouse and any relative living in the teacher's household or any parent, child, brother, sister, grandparent, grandchild or corresponding in-law. Two (2) days of the before mentioned days may be used for non-family bereavement needs. This leave is not accumulative. Upon request, the Superintendent may grant approval for the use of additional Annual Leave days if necessary. This leave will be prorated for part-time teachers.

**Article 16 - Sabbatical & Extended Leave of Absence**

**Sabbatical:**

The School Board may grant a tenured employee a one-year unpaid sabbatical leave for the purpose of pursuing scholarly and/or professional pursuits for the mutual benefit of the District and the employee. The employee must submit a request for Sabbatical Leave to the Superintendent and School Board, no less than six months prior to the beginning of the requested leave. The request will include the following:

- The presentation of a definite plan for the scholarly/professional plan of work for the sabbatical leave, which describes both the plan and the "mutual benefit of the District and the Employee."
- An agreement to submit a written report on the extent to which s/he has achieved the purpose for which the leave was granted.
- An agreement to return to service for one year immediately following the leave.

**Extended Leave of Absence:**

The School Board may grant a tenured employee an extended leave of absence as leave without pay. An extended leave of absence is discretionary on the District's part, but may be granted to eligible employees for such reasons as disability leave (extended personal or family illness), fulfillment of duties in an elected political office, professional development, and military or alternative service such as Peace or Vista Corps, or for other purposes recommended by the Superintendent and approved by the Board of Trustees. The request for an extended leave of absence will include the following:

- A description of the reason for the request.
- An estimation of time requested, with the understanding that the request can be no more than one contracted year.

In both sabbatical and extended leave, employees will not accrue any leave or any experience on the salary schedule. Employees, while on sabbatical or extended leave will not be eligible for any other benefits outlined in this agreement. Upon return, the employee will be entitled to all benefits, and be placed on the Salary Schedule at the level earned at the time of departure.

**Article 17 - Leave Without Pay** - The Superintendent may grant up to five (5) days leave without pay at his/her discretion. Leave without pay may also be granted for any other circumstances not otherwise specified above at the discretion of the Board.

**Article 18 - Salary Schedule** - The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. The salary scale shall be good for two (2) years effective July 1, 2023 to June 30, 2025. Implementation of any negotiated increase on the base of the salary schedule is contingent upon state funding for secondary students at the high school level and/or voter acceptance of the special mill levy, if required. Such a salary schedule shall remain in effect during the designated period. Part-time teachers shall have their salaries prorated.

A maximum of five (5) years will be credited for prior teaching experience.

For the 2023-2024 school year, the certified staff will receive a 3% increase on the base. For the 2024-2025 school year, certified staff will receive a 2% increase on the base.

All staff will be provided with a bonus/stipend in December 2023 of \$500 + benefits to be paid from the insurance funds.

### **Article 19 - Major Medical & Flexible Benefits Plan**

**19.1** The District will provide six hundred sixteen dollars (\$616.00) toward a major medical plan for every teacher who is contracted for .5 FTE or above. In addition, twenty-five dollars (\$25.00) per month will be contributed by the District to each teacher who is contracted .5 FTE or above to the Flexible Benefits Plan. The Flex benefit will be prorated for part-time (between 0.5 and 1.0 FTE) teachers.

**19.2** All teachers contracted for .5 FTE or above shall be required to participate in the group health plan with at least single coverage. Teachers less than .5 FTE will have a choice to join or not.

**19.3** The Flexible Benefit's Plan will be administered by a mutually agreeable, disinterested third party. The District will assume the cost to administer the program. Participation in the Flexible Plan itself by teachers will be voluntary and open to every teacher. Teachers will be provided information yearly on the flexible plan itself as well as, upon request, a monthly report on Flex transactions and other paycheck deductions.

**Article 20 - Credit Recognition** - Payment will be made for approved credits. These credits shall be in areas that develop general background information and/or teaching skills. All credits must be approved by the Superintendent before applying for the salary step-up. The Superintendent will make the decision regarding salary advancement based on the credits being beneficial to the school district. The final decision regarding salary advancement will be made by the Governing Board. A teacher who completes approved college credit by the first (1st) of September shall receive the appropriate salary increment that school year. However, such teacher must notify the Superintendent in writing of his/her intent to gain credits before the first (1st) of April preceding the school year in which the planned increment will become effective. Each teacher shall file an official transcript of said credits with the Superintendent no later than the thirty-first (31st) of December. The appropriate salary increment shall be received as soon as an official transcript is provided to the Superintendent and shall be retroactive to the beginning of that school year.

**Article 21 - Stipends** - The Board may pay stipends for duties and projects above and beyond the contractual day to teachers at a minimum of \$50 per day (less deductions). Project proposals may be suggested by the Superintendent or proposed by the teacher. Project proposals will be presented to the Board by the Superintendent's recommendation. Teachers may be reimbursed for travel and meals according to School Board Policy.

**Article 22 - Pay Periods** - Each teacher will receive her/her contract salary in twelve (12) payments. Payroll checks shall be issued by the fifth (5<sup>th</sup>) of each month. The eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) direct deposits will be initiated or paper checks mailed as soon as possible, but no later than five (5) business days after the last contracted day.

**Article 23 - Change in Agreement** - During its 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 amendment to this Agreement.

**Article 24 - Compliance of Individual Contract** - Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement duration shall be controlling.

**Article 25 - Savings Clause** - If any provision of the 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 be deemed invalid except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are contrary to law, at the request of either party, negotiations shall immediately commence and agreement shall be reached in order to alter said section(s) providing the benefits according to the intent of the parties.

**Article 26 - Maintenance of Standards** - All existing district policies involving terms and conditions of professional service, matters relating directly to the employer-teacher relationships, and other terms of employment not specifically referred to in this agreement shall be maintained at no less than the highest minimum of standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

**Article 27 - Nondiscrimination Clause** - The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, physical disability, or marital status.

**Article 28- Effective Period** -This Agreement shall be effective as of July 1, 2023 and shall continue in full force and effect until June 30, 2025.

**Article 29 - Contingency** - Should legislation or other circumstances in any way change the general fund revenue formulas, district budgeting authority, or School District revenue in

any way, the parties agree to reopen negotiations.

**Article 30 - Renewal & Reopening of Agreement** - Said Agreement will automatically be renewed and will continue in force for a period of one (1) year unless either party gives notice to the other party, no later than ninety (90) days prior to the expiration date or any anniversary thereof, of its desire to reopen the contract. Between July 1, 2023 and June 30, 2025, the agreement is made to only reopen negotiations to discuss salary, not wording.

**Article 31 - Assignment** - All teachers shall be given notice of their tentative teaching assignments relative to grade level and subject area for the forthcoming year no later than the end of the school year. In the event that unforeseen changes in assignments are necessary after the end of the school year, affected teachers shall be given notice as soon as possible prior to the effective date. The affected teacher may request from the Superintendent up to five (5) paid days (at the current substitute rate of pay) for such assistance as moving classrooms, time to prepare, conferencing with appropriate colleagues, learning new curriculum, etc. If the requested assistance is denied, the teacher may appeal to the Board who will make the final decision.

**Article 32 - Date and Signatures**

This Agreement is signed this \_\_\_\_\_.

IN WITNESS THEREOF:

For the Association:

For the Board of Trustees of School District #35:

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX A**  
**Gallatin Gateway School Salary Schedule Matrix**  
**Chart for the 2023-2025 School Year**

2023-2024 Salary Matrix (3% Increase)

Years							
Experience	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10
0	38309.82	39459.11	40608.41	41183.06	41757.70	42332.35	42907.00
1	39612.35	40876.58	42140.80	42753.76	43405.03	44017.98	44669.25
2	40914.89	42294.04	43673.19	44324.46	45052.35	45703.62	46431.50
3	42217.42	43711.50	45205.59	45895.16	46699.67	47389.25	48193.75
4	43519.96	45128.97	46737.98	47465.87	48346.99	49074.88	49956.01
5	44822.49	46546.43	48270.37	49036.57	49994.32	50760.51	51718.26
6	46125.02	47963.89	49802.77	50607.27	51641.64	52446.14	53480.51
7	47427.56	49381.36	51335.16	52177.97	53288.96	54131.78	55242.76
8	48730.09	50798.82	52867.55	53748.68	54936.28	55817.41	57005.01
9	50032.62	52216.28	54399.94	55319.38	56583.60	57503.04	58767.26
10	51335.16	53633.75	55932.34	56890.08	58230.93	59188.67	60529.52
11	52637.69	55051.21	57464.73	58460.79	59878.25	60874.30	62291.77
12	53940.23	56468.67	58997.12	60031.49	61525.57	62559.94	64054.02
13	55242.76	57886.14	60529.52	61602.19	63172.89	64245.57	65816.27
14	56545.29	59303.60	62061.91	63172.89	64820.22	65931.20	67578.52
15		60721.06	63594.30	64743.60	66467.54	67616.83	69340.77
16			65126.69	66314.30	68114.86	69302.46	71103.03
17				67885.00	69762.18	70988.10	72865.28
18					71409.50	72673.73	74627.53
19						74359.36	76389.78
20						76044.99	78152.03
21							79914.28
22							81676.54
23							83438.79
24							85201.04
25							86963.29

2024-2025 Salary Matrix (2% Increase)

Years							
Experience	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10
0	39,076	40,248	41,421	42,007	42,593	43,179	43,765
1	40,405	41,694	42,984	43,609	44,273	44,898	45,563
2	41,733	43,140	44,547	45,211	45,953	46,618	47,360
3	43,062	44,586	46,110	46,813	47,634	48,337	49,158
4	44,390	46,032	47,673	48,415	49,314	50,056	50,955
5	45,719	47,477	49,236	50,017	50,994	51,776	52,753
6	47,048	48,923	50,799	51,619	52,674	53,495	54,550
7	48,376	50,369	52,362	53,222	54,355	55,214	56,348
8	49,705	51,815	53,925	54,824	56,035	56,934	58,145
9	51,033	53,261	55,488	56,426	57,715	58,653	59,943
10	52,362	54,706	57,051	58,028	59,396	60,372	61,740
11	53,690	56,152	58,614	59,630	61,076	62,092	63,538
12	55,019	57,598	60,177	61,232	62,756	63,811	65,335
13	56,348	59,044	61,740	62,834	64,436	65,530	67,133
14	57,676	60,490	63,303	64,436	66,117	67,250	68,930
15		61,935	64,866	66,038	67,797	68,969	70,728
16			66,429	67,641	69,477	70,688	72,525
17				69,243	71,157	72,408	74,323
18					72,838	74,127	76,120
19						75,847	77,918
20						77,566	79,715
21							81,513
22							83,310
23							85,108
24							86,905
25							88,703

**APPENDIX B**

Reduction in Force Rubric

This rubric adheres to the Gallatin Gateway School District policy #5256 and the Master Agreement dated \_\_\_\_\_. This is a decision-making tool that provides clarity in the event and reduction in force (RIF) must take place.

Date of Rubric Completion: \_\_\_\_\_

Teacher Name: \_\_\_\_\_

Current Grade Level/Subject Taught: \_\_\_\_\_

Reason for RIF: (Check one or explain other)

\_\_\_\_\_ Changes in the educational program

\_\_\_\_\_ Staff Realignment

\_\_\_\_\_ Changes in size or nature of student population

\_\_\_\_\_ Financial Considerations

\_\_\_\_\_ Other: \_\_\_\_\_

Considerations

Seniority:

\_\_\_\_\_ Tenured \_\_\_\_\_ years of service in the district

\_\_\_\_\_ Non-Tenured \_\_\_\_\_ years of service in the district

\_\_\_\_\_ Performance Evaluation Rating and Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Staffing Needs

\_\_\_\_\_ Proper certification or endorsement for needed position    Y    N

\_\_\_\_\_ Certification/Endorsement:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Eligibility for RIF: \_\_\_\_\_

Effective Dates of Recall: \_\_\_\_\_

Recall is effective for one year unless one of the following happen, teacher:

§ Waives recall in writing

§ Resigns

§ Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position

§ Fails to report to work in a position that he/she has accepted

Willingness to substitute for the district: \_\_\_\_\_

Office Use Only

Date of meeting with MFPE and Staff Member prior to RIF: \_\_\_\_\_

Date of meeting with MFPE and Staff Member prior to recall: \_\_\_\_\_

Notice of Mailed Recall: \_\_\_\_\_

Notice is only valid for 10 days from the mailed date.

Notice of Recall delivered to MFPE: \_\_\_\_\_

Teacher Assignment upon Recall: \_\_\_\_\_