

Master Agreement

Between

The Gallatin Gateway Board of Trustees, School

District No. 35

And

The Gallatin Gateway Education Association,

MEA-MFT



2014-2016

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MASTER AGREEMENT

This agreement is entered into this 18th day of August, 2014, 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 predominately 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 Administration. 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 (4th) contract as stated in Section 20-4-206, MCA. Teachers hired before July 1, 2011, will be tenured upon offer and acceptance of their third (3rd) contract.

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 nontenured teachers shall be laid off. While a nontenured 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 nontenured 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.

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 lay off 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 begin at 8:00am and end at 4:00pm. Part-time teachers will have that time prorated within their schedule. The time before and after the student day shall be for additional preparation and consultation with parents, students and others. On the day of a scheduled staff meeting, the teachers will stay until 4:30pm. On Fridays, teachers may leave at 3:30pm. With prior approval from Administration, teachers may leave at 3:00pm and will be docked one hour of annual leave.

One regularly scheduled staff meeting per month shall be designated for the purposes of teacher team meetings. Alternatively, teacher team meetings may be organized as one half hour of the regularly scheduled staff meeting twice a month.

9.2 On days preceding holidays or recesses, the teachers' day shall end when the last regular school bus has departed.

9.3 Preparation Time- All full-time teachers shall receive a minimum of two hundred and twenty-five (225) minutes within the student day for preparation during a regular work week. The parties agree that preparation should be in optimal blocks. Part-time teachers will have that time prorated. When a work week is less than five (5) days, preparation time within the student day may be prorated. It is understood that events may from time to time cause the loss of some preparation time.

During the school year the administration will attempt to schedule preparation time in no less than thirty (30) minute blocks.

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

9.5 PIR Days- 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 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. The PIR committee will review any questions regarding equivalency of OPI credits.

9.6 Early Release Days- A minimum of six (6) Early Release Days will be scheduled per school year. On Early Release Days, students will be released at 12:15pm. From 12:45pm-3:15pm instruction-related activities may include, but are not limited to, quarterly report card preparation, parent teacher conferencing, and administrative training.

- 9.7 Obligations Outside the Regular Workday-** Teachers will be required to attend and provide their professional abilities at one Open House and the Christmas program.
- 9.8 PIR Days for Part-Time Teachers-** Part-time teachers will only be required to attend PIR days on prorated basis. The Administration and the teacher will mutually decide specific times and days. If the Administration 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.
- 9.9 Calendar-** The school calendar shall reflect a teacher work year of one hundred and eighty-seven days, of which one hundred eighty (180) are scheduled pupil instruction days and seven (7) scheduled PIR days, of which two (2) are the annual educators' convention. 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 Files- No document may be placed in a personnel file that is not signed and dated by the author of said document.

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- A formal observation is a scheduled visit by the administration to a classroom or any instructional or performance activity.

11.2 Informal Observation- This is any observation of any non-scheduled visit to a classroom or activity. This does not involve any type of coordination between the administration and teacher. Follow up may be a conversation of what the evaluator noted in their observations.

11.3 Pre-Observation Coordination- This observation is conducted in accordance with *Teacher Pre-Evaluation & Observation Date Form* in Employee Handbook. This coordination is conducted between the teacher and the administration before each formal observation so that the administration can be apprised of the teacher's objectives, methods, and materials for the situation to be observed. Arrangements made by email are acceptable.

The administration will announce the time period for evaluations and it is then the teachers' responsibility to indicate their first and second choices of time slots for both the direct observation and post-observation conference, also to fill out and submit the pre-evaluation form for the administration according to the Employee Handbook. Direct observations will be a minimum of thirty (30) minutes.

11.4 Post-Observation Conference- This is a meeting that may take place between the teacher and administration after the formal observation. The administration will provide a written summary

of any formal observation. Both parties shall sign the document indicating that the observation took place. All parties shall retain a copy of the signed document.

11.5 Evaluation of Non-tenured Staff- Non-tenured teachers will be observed at least twice a year during their student instruction time, one (1) of which may be an informal evaluation if agreed on by the classroom teacher and the administration. The process of the first evaluation of non-tenured teachers shall be completed by February 1st. The second evaluation will be completed prior to issuing of teaching contracts for the following year.

11.6 Evaluation of Tenured Staff- Evaluations for tenured staff will be either/or:

- A. a traditional evaluation method during their student instruction time administered once every year and/or:
- B. a written professional development plan developed by the teacher in communication with the administration prior to September 30 of the Contract Term. Teachers may choose to have a yearly evaluation and/or to develop a written professional plan.

11.7 Should a teacher become in danger of dismissal or non-renewal of a contract because his/her observed performance is deemed to be substandard through informal evaluation, a formal evaluation will be conducted within five working days from the informal observation. The teacher shall be forewarned of the possibility of an administrative recommendation for non-renewal or termination during the post observation conference. The teacher will be advised verbally by the administration that corrective measures are called for and that Step 1 is in effect. A follow-up formal observation will take place within sixty (60) days. If no improvement is noted after the follow-up evaluation, Step 2 is in effect. If no improvement is noted after Step 2, Step 3 is in effect.

Step 1- A written plan of improvement is made by the administration to point out weaknesses and corrections necessary to overcome them. Follow-up observations will be made and recorded in coordination with the written recommendations made by the administration. The teacher may ask for a copy of these notes. No record of this conference will be forwarded to the district personnel file.

Step 2- If no improvement is noted, the teacher, in a conference with the administration, will be advised of the seriousness of the situation and given direction for change and 20 working days to demonstrate progress. The text of this conference shall be recorded in written form and presented to the teacher. The teacher shall sign the document indicating that he/she has read the document. The teacher may attach a response if he/she disagrees with the text of the document or if he/she wishes to clarify any part of the statement. All signed documents shall become part of the teacher's personnel file. All other documents shall become part of the supervisor's notes and will be destroyed upon the completion of the evaluation cycle.

Step 3- If no improvement is noted after the prescribed period of time, the teacher is advised that dismissal or non-renewal will be recommended to the Board of Trustees.

11.8 Right to Respond- A teacher may submit a written response 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 Administration informing the Administration of the grievance. Complaints must be declared as a grievance when that is the intent. The Administration shall arrange an initial grievance resolution meeting within five (5) working days. The grievant, and if they desire a representative of their choosing, shall meet with the Administration. Following the meeting, the Administration 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 Administration's action or a written a response has not been received after two (2) working days, the grievant shall present a written grievance to the Administration within five working days. The Administration 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 Administration'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 instate 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 parties 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

13.1 At the beginning of each school year, each full-time teacher shall be credited with fourteen (14) days/1 F.T.E. of annual leave at full salary. Part-time teachers shall be credited with a prorated amount. Unused days of annual leave may be paid to the teacher at the close of the school year at the current rate of substitute teacher's pay. The teacher may also choose to accumulate up to twelve (12) annual leave days (any days over twelve (12) would be reimbursed at substitute pay) per year to a maximum of sixty (60) days. Accumulated days will be used for illness or emergencies. When a teacher has reached a maximum of sixty (60) days, he/she will be credited with fourteen (14) days of annual leave to start the year. Any unused days will be reimbursed at the end of the year at the current substitute teacher's pay. Termination of employment from Gallatin Gateway School would then result in a lump sum payment for all days unused annual leave at the current substitute teacher's pay.

13.2 Annual leave may be used for personal reasons, personal illness, or immediate family illness. Annual leave days must be arranged at least 48 hours in advance whenever possible. If annual leave is denied, a written explanation of the reason(s) why the annual leave was denied shall be forwarded to the teacher within five (5) working days of the denial.

13.3 Determination of accumulation and/or reimbursement for the ensuing year must be made at the time of signing the contract.

13.4 During the school year any teacher may, at the teacher's discretion, donate not more than two (2) days, nor less than one-half (1/2) day to one or more teachers who are in need and who have exhausted annual leave. The donor and recipient have no later than five (5) working days after the recipient's return to work to notify the Administration of the requested leave transfer. Donated leave shall be drawn in order of date of such receipt. A drawing shall be conducted to determine order of usage for donations bearing identical dates of receipt. Any unused annual leave shall be returned to the donor.

Article 14- Professional Leave- Professional leave of three (3) days at full salary is provided each year for visitation of other schools, attendance at professional association committee meetings, serving on committees, conferences, conventions, and assemblies or for school related

sponsored activities. Leave days will be approved by the Administration and must be arranged no less than 24 hours in advance. This leave will be prorated for part-time teacher.

Article 15- Bereavement Leave- At the beginning of each school year, each teacher shall be credited with six (6) days of bereavement leave; one (1) of the before mentioned days may be used for non-family bereavement needs. The Administration may, upon request, grant approval for a seventh (7th) day if necessary. This leave will be prorated for part-time teachers.

Article 16- Maternity/Paternity Leave- A teacher will be granted maternity/paternity leave immediately following the birth or adoption of a child for eight (8) calendar weeks. If any of the leave period falls within the Contract Term, the leave shall be made up of accumulated annual leave days. For each day of additional leave the teacher will reimburse the district for substitute teacher's pay plus employer contributions (FICA, MEDICARE, Unemployment, Worker's Compensation, and Retirement). The leave period of eight (8) weeks shall commence immediately after the birth or adoption of the child unless it is medically necessary that the leave period commence prior to the birth or adoption of the child. In that case, the leave period of eight (8) weeks will commence upon a determination by a physician that is medically necessary for the teacher to commence leave preceding the birth or adoption of the child. The teacher will be required to submit medical certification stating that leave preceding the birth of the child is necessary. This leave will be prorated for part-time teachers.

16.1 Extended Maternity/Paternity- A teacher may be granted extended maternity leave beyond the eight (8) weeks as determined appropriate to her/his situation by the physician and the teacher. Any extended leave will be without pay. Upon returning, seniority and tenure status shall resume as when leave began and she/he will be entitled to all benefits held by other teachers. This leave will be prorated for part-time teachers.

Article 17- Sabbatical & Extended Leave of Absence- Upon written application to the School Board, a teacher may be granted a sabbatical or extended leave of absence without pay for one (1) year, after the teacher has worked three (3) consecutive years for the District, if the reasons are determined appropriate by the Board and teacher, and if such leave would not place undue hardship upon the school. Teachers shall be entitled to all benefits held by other teachers upon return. The returning teacher will be placed on the current salary schedule at the level earned at the time of departure.

Article 18- Additional Leave- In case of additional need of leave (i.e. medical, emergency, personal, family) a teacher may take up to sixteen (16) days beyond the fourteen (14) and any accumulated leave days may be approved by the Administration each year. For each day of additional leave, the teacher will reimburse the district for substitute teacher's pay plus employer contributions (FICA, MEDICARE, Unemployment, Worker's Compensation, and Retirement). After a teacher has totaled thirty (30) days of annual leave and additional leave, subsequent leave days will be without pay.

A teacher will be granted up to one calendar year leave of absence without pay as determined appropriate to his/her situation. The calendar year will begin when his/her annual leave and granted extensions have been depleted. Upon returning to teaching, seniority and tenure status shall resume as when leave began and she/he will be entitled to all benefits held by other teachers.

Article 19- Leave Without Pay- The Administration 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 20- 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. Implementation of the salary schedule is contingent upon funding for secondary students and voter acceptance of the special mill levy, if required. Such salary schedule shall remain in effect during the designated period. Part-time teachers shall have their salaries prorated.

Prior outside experience credit for a maximum of five (5) years.

Article 21- Major Medical & Flexible Benefits Plan

21.1 The District will provide five hundred and forty-four dollars (\$544.00) toward a major medical plan for every employee 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 employee who is contracted .5 FTE or above to the Flexible Benefits Plan. The Flex benefit will be prorated for part-time (less than .5 FTE) teachers.

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

21.3 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 employees will be voluntary and open to every employee. Employees will be provided information yearly on the flexible plan itself as well as, upon request, a monthly report on Flex transactions and other pay check deductions.

Article 22- 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 first be approved by a professional development committee. The professional development committee will consist of the Administration and two teachers chosen by the Association. The committee will use the consensus approach. If consensus can not be reached, the committee members will make recommendations to the Board who will have the final decision. A teacher who completes an approved course of college training by September shall receive the appropriate salary increment that school year, provided however, such teacher has notified the Administration in writing of his/her intent to gain credits before the first 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 Administration no later than December 31st. Appropriate salary increment shall be received as soon as an official transcript is provided to the Administration and shall be retroactive to the beginning of that school year.

Article 23- Stipends- The Board may pay stipends above and beyond the contractual day to teachers at a minimum of \$50 per day (less deductions).

Project proposals may be suggested by the Administration or proposed by the teacher.

Project proposals will be presented to the Board by the Administration's recommendation.

Teachers may be reimbursed for travel and meals according to School Board Policy.

Article 24- Pay Periods- Each teacher may elect to receive his/her contract salary in ten (10) or twelve (12) payments. Payroll checks shall be issued by the 5th of each month. For employees electing the twelve-month option, the eleventh (11th) and twelfth (12th) 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 25- 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 26- 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 27- 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 28- 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 29- 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 30- Effective Period- This Agreement shall be effective as of July 1, 2014 and shall continue in full force and effect until June 30, 2016.

Article 31- 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 32- Renewal & Reopening of Agreement- Said Agreement will automatically be renewed and will continue in force for a period of two (2) years unless either party gives notice to the other party, not later than ninety (90) days prior to the expiration date or any anniversary thereof, of its desire to reopen the contract. Between July 1, 2014 and June 30, 2016, the agreement is made to only reopen negotiations to discuss salary, not wording.

Article 33- 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 Administration up to three (3) paid days (at the current substitute rate of pay) for such assistance as moving classrooms, time to prepare, conferring 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 34- Date and Signatures

This Agreement is signed this 18th day of August, 2014

IN WITNESS THEREOF:

For the Association:

For the Board of Trustees
of School District #35:

Association

Chairman

Appendix A

SALARY SCHEDULE 2014-2015 GALLATIN GATEWAY #35

STEP

	QUARTER	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15					
	SEMESTER	BA	BA+10	BA+20	BA+30	BA+40/MA	MA+10					
0		30,989		31,919		32,848		33,313		33,778		34,708
1		32,043		33,065		34,088		34,584		35,111		36,133
2		33,096		34,212		35,327		35,885		36,443		37,559
3		34,150		35,358		36,567		37,156		37,776		38,984
4		35,204		36,505		37,807		38,457		39,108		40,410
5		36,257		37,652		39,046		39,728		40,441		41,835
6		37,311		38,798		40,286		41,029		41,773		43,261
7		38,364		39,945		41,525		42,331		43,106		44,686
8		39,418		41,091		42,765		43,602		44,438		46,112
9		40,472		42,238		44,004		44,872		45,771		47,537
10		41,525		43,385		45,244		46,174		47,103		48,963
11		42,579		44,531		46,484		47,444		48,436		50,388
12		43,633		45,678		47,723		48,746		49,768		51,814
13				46,824		48,963		50,016		51,101		53,239
14				47,971		50,202		51,318		52,433		54,665
15				49,118		51,442		52,588		53,766		56,090
16						52,681		53,890		55,098		57,516
17						53,921		55,191		56,431		58,941
18								56,462		57,763		60,367
19								57,733		59,096		61,792
20								59,034		60,429		63,218

**SALARY SCHEDULE 2015-2016
GALLATIN GATEWAY #35**

STEP

QUARTER	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15
SEMESTER	BA	BA+10	BA+20	BA+30	BA+40/MA	MA+10

0		32,074		33,036		33,998		34,480		34,961		35,923
1		33,165		34,223		35,281		35,795		36,340		37,398
2		34,255		35,410		36,564		37,142		37,719		38,874
3		35,346		36,596		37,847		38,457		39,098		40,349
4		36,436		37,783		39,130		39,804		40,477		41,824
5		37,527		38,970		40,413		41,119		41,857		43,300
6		38,617		40,157		41,696		42,466		43,236		44,775
7		39,708		41,343		42,979		43,813		44,615		46,251
8		40,798		42,530		44,262		45,128		45,994		47,726
9		41,889		43,717		45,545		46,443		47,373		49,202
10		42,979		44,904		46,828		47,790		48,752		50,677
11		44,070		46,090		48,111		49,105		50,132		52,152
12		45,160		47,277		49,394		50,452		51,511		53,628
13				48,464		50,677		51,767		52,890		55,103
14				49,651		51,960		53,115		54,269		56,579
15				50,837		53,243		54,430		55,648		58,054
16						54,526		55,777		57,028		59,529
17						55,809		57,124		58,407		61,005
18								58,439		59,786		62,480
19								59,754		61,165		63,956
20								61,101		62,544		65,431

Gallatin Gateway School Salary Schedule Matrix Chart

Years Experience	QUARTER SEMESTER	BA BA	BA+15 BA+10	BA+30 BA+20	BA+45 BA+30	BA+60/MA BA+40/MA	MA+15 MA+10
0		1.000	1.030	1.060	1.075	1.090	1.120
1		1.034	1.067	1.100	1.116	1.133	1.166
2		1.068	1.104	1.140	1.158	1.176	1.212
3		1.102	1.141	1.180	1.199	1.219	1.258
4		1.136	1.178	1.220	1.241	1.262	1.304
5		1.170	1.215	1.260	1.282	1.305	1.350
6		1.204	1.252	1.300	1.324	1.348	1.396
7		1.238	1.289	1.340	1.366	1.391	1.442
8		1.272	1.326	1.380	1.407	1.434	1.488
9		1.306	1.363	1.420	1.448	1.477	1.534
10		1.340	1.400	1.460	1.490	1.520	1.580
11		1.374	1.437	1.500	1.531	1.563	1.626
12		1.408	1.474	1.540	1.573	1.606	1.672
13			1.511	1.580	1.614	1.649	1.718
14			1.548	1.620	1.656	1.692	1.764
15			1.585	1.660	1.697	1.735	1.810
16				1.700	1.739	1.778	1.856
17				1.740	1.781	1.821	1.902
18					1.822	1.864	1.948
19					1.863	1.907	1.994
20					1.905	1.950	2.040