

2020-2021

BASIC AGREEMENT

GARDINER TEACHERS' GROUP

AND

GARDINER SCHOOL BOARD OF TRUSTEES

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BASIC AGREEMENT 2020/21

This BASIC AGREEMENT entered into by and between the Board of Trustees, School Districts No. 7 & 4, Gardiner, Park County, Montana, hereinafter called the "Trustees" and the Gardiner Teachers' Group, MFPE, NEA, AFT, AFL-CIO, hereinafter called the "Group".

WITNESSETH

WHEREAS, the Trustees and the Group recognize and declare that providing a quality education for the children of School Districts 7 & 4 is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teacher service, and

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

WHEREAS, the Trustees have an obligation pursuant to the laws of the State of Montana to negotiate with the Group and the representatives of certified personnel with respect to terms and conditions of professional service, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this agreement,

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

ARTICLE I - RECOGNITION

A. Group Recognition

The Trustees hereby recognize the Group as the exclusive and sole representative for collective bargaining concerning the terms and conditions of professional services for all non-supervisory personnel certificated in Class 1, 2, 4, or 5, and whose position requires such certification as provided in Section 20-4-106, MCA.

B. "Teacher" Definition

Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement shall refer to all non-supervisory professional employees certificated in Class 1, 2, 4, or 5, and whose position requires such certification as provided in Section 20-4-106, MCA.

C. "Appropriate Unit" Definition

The Trustees agree not to negotiate with or recognize any teachers' organization other than the Group for the duration of the agreement.

ARTICLE II - GROUP AND TEACHER RIGHTS

A. **Right to Organize**

Teachers shall have and shall be protected in the exercise of the right of self-organization, to form, join, or assist any labor organization, to bargain any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection free from interference, restraint, or coercion. The parties recognize that the rights outlined above for teachers shall also entitle teachers to choose not to exercise these rights.

B. **Additional Rights**

Nothing contained herein shall be construed to deny or restrict any teacher or Trustees such rights as he or she may have under Montana School Laws or other applicable laws and regulations. The rights granted to teachers and/or the Trustees hereunder shall be deemed to be in addition to those provided elsewhere.

C. **Just Cause**

No tenured teacher shall be disciplined without just cause. Any such action asserted by the Trustees, or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.

D. **Pertinent Information**

The Trustees agree to furnish to the Group in response to reasonable requests all available information concerning the financial resources of the District, including but not limited to annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of Trustees Meetings, census data, names and address of all teachers, and other information that will assist the Group in developing intelligent, accurate, informed and constructive programs on behalf of teachers and their students. Both parties, its agents and/or bargaining unit members agree to provide upon written request any and all information and materials needed to bargain, process any grievance or complaint, and/or operate this Agreement to the requesting party in a timely manner.

E. **Group Use of Inter-School Communication Facilities**

The Group shall have the right to use the school mail boxes, as it deems necessary, providing it doesn't interfere with normal school functions and the mailing is non-political.

F. **Exclusive Right of Group**

The rights and privileges of the Group and its representatives as set forth in this Agreement shall be granted only to the Group as the exclusive representative of the teachers and to no other organization.

G. **Right to Representation**

A teacher may request the presence of a union representative during an investigatory interview which the teacher believes may reasonably result in disciplinary action.

H. **Calculation of FTE**

The District will calculate FTE based upon a 9 hour work day (540 minutes). Prep time and the time before and after the school work day will be prorated based upon FTE. All teachers will be scheduled 228 minutes per week of prep time for a 1.0 FTE. PIR days will also be prorated based upon FTE at the discretion of the District. A teacher may be offered pay for voluntarily attending the full day of PIR.

ARTICLE III - RIGHTS OF THE TRUSTEES

The Trustees have and shall retain the exclusive right to manage the District subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement.

- A. Management rights of public employers. The Employer and/or Trustees have the rights and the prerogatives to operate and manage their affairs in such areas as, but not limited to:
- (1) Direct employees;
 - (2) Hire, promote, transfer, assign, and retain employees;
 - (3) Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
 - (4) Maintain efficiency of government operations;
 - (5) Determine methods, means, job classifications, and personnel by which government operations are to be conducted;
 - (6) Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
 - (7) Establish the methods and processes by which work is performed.

ARTICLE IV – REDUCTION IN FORCE AND RECALL

A. Procedure

In the event the School District determines there is a need to implement changes in the education program because of changes in the size or nature of the student population, financial considerations, or other reasons deemed relevant by the Board, the provisions of this section shall apply.

B. Definitions

1. Teacher: The term teacher used herein shall refer only to tenured teachers, regularly employed by the School District.
2. Qualified: Qualified means a tenured teacher who is certified by the State Office of Public Instruction for a position established by the School District.
3. Subject Matter: Subject matter shall mean such categories as are determined by the State Office of Public Instruction for certification purposes.
4. Days: Days shall mean business days (9 hours), unless otherwise stated.

C. Seniority

1. Seniority shall mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the School District including authorized leave of absences allowed by the School District pursuant to this Agreement.
2. A probationary teacher shall not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to a teacher's first day of

continuous service. Continuous service shall include a teacher who is under contract for more than ninety (90) days in a single school year. Long-term substitute service under contract, immediately prior to regular contract service, shall be counted toward a teacher's seniority.

3. In determining the list of seniority, an employee whose employment has been legally terminated by resignation or terminated but whose employment was subsequently reinstated without interruption, shall be deemed to be continuous service.
4. In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by performance evaluations, then lot.

D. Seniority List

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

E. Voluntary Layoff

Senior teachers may accept voluntary layoff during a period when the School District is placing tenured teachers on layoff. Teachers accepting voluntary layoff will, as do all teachers on layoff, continue to accrue seniority. Voluntary layoff shall be for a period of the succeeding school year unless altered by mutual agreement. Teachers wishing to be recalled from voluntary layoff for the next school year shall give the District written notice of this intention by the preceding February 1.

F. Layoff Procedure

The Board has the exclusive authority to determine the appropriate number of certified employees. A reduction of certified employees may occur as a result of changes in the education program, staff realignment and changes in the size or nature of the student populations, financial considerations or other business reasons. Once the Board determines if programs are to be eliminated or reduced, the reduction in certified employees, other than administrators, will be done through normal attrition and non-tenured, if possible. If after normal attrition has failed to meet the necessary reduction in force and the Board has determined which positions shall be eliminated, the following criteria will be used in the order presented below to determine which teachers are affected.

1. Seniority: Criteria will be considered for certification requirements and years of experience within the school district. If a teacher whose position will be eliminated is currently qualified to teach in a position in another subject area that is currently held by a different teacher, the seniority status of each of those teachers will be determined by the amount of time the teacher has taught continuously in that position. Elementary level teachers will not be differentiated by grade level taught when determining seniority: all K-8 teachers are considered to hold the same position.
2. Versatility of the Teacher: Preference will be given to a teacher who has the ability and certification to teach in more than one area.
3. A recommendation will be made by the superintendent to the Board of Trustees based on the recommendations by the principal and a review of past and/or current performance evaluations.

G. Recall Procedure

1. No new teacher shall be recalled by the School District in a position for which a laid off tenured teacher is qualified. Tenured teachers shall be recalled to vacant positions in reverse order of layoff provided that such teacher(s) are qualified for the position(s).
2. When placed on layoff, a teacher shall maintain a current address with the School District and if a position becomes available for the teacher on layoff, the School District shall provide written notice by Registered Mail, Return Receipt Requested. The teacher shall have twenty (20) calendar days from the date of receipt of such notice to accept re-employment in writing and filed with the District Clerk. Failure on the part of the teacher to accept reemployment within twenty (20) calendar days of receipt of recall notice, or failure of the teacher to report for duty within thirty (30) days of the receipt of recall notice, shall constitute forfeiture on the part of the teacher to any further rights of re-employment or reinstatement.
3. If the School District is unable to effect delivery of a Registered letter, Return Receipt Requested at the last address left with the School District by the teacher, the District after five (5) days shall send a notice by Certified Mail, and the seven day period provided herein, shall commence running at the time the notice by Certified Mail is sent.
4. Re-employment rights shall automatically cease 18 months from the last day of work in the bargaining unit for the School District and no further rights to reinstatement shall exist.

H. Effect

Nothing in this process shall be construed to limit the authority of the School District to determine the number of employees, the establishment and priority of programs, or the right to reduce staff.

ARTICLE V - NEGOTIATIONS PROCEDURE

A. Recognition as a Profession

Teaching is recognized as a profession which requires special educational qualifications.

B. Definitions

1. "Teacher" - All non-supervisory professional employees certificated in Class 1, 2, 4, or 5, and whose position require such certification as provided in Section 20-4-106, MCA.
2. "Appropriate Unit" - All teachers employed by the Board of Trustees, School Districts No. 7 and 4, Gardiner, Park County, Montana.
3. "Gardiner Teacher Group" (GTG) or (Group) - The organization of employees which includes teachers in membership.
4. "Representative of Teachers" - A teacher organization that can demonstrate a majority membership of all teachers in an appropriate unit.
5. "Employer" - The Board of Trustees, School Districts No. 7 and 4, Gardiner, Park County, Montana.
6. "Trustees" - The Board of Trustees, School Districts No. 7 and 4, Gardiner, Park County, Montana.
7. "Professional Negotiations Agreement" - The comprehensive agreement, master contract, professional agreement, negotiated agreement, agreement or package of items that has been mutually determined through the negotiations process and ratified by a majority of the teachers in the appropriate unit and a majority of the Board of Trustees. This document is reduced to writing and signed by officials of the two parties. The professional negotiations agreement should contain a local procedure for negotiations and a grievance processing procedure.

C. Determination of Teachers Representatives

The exclusive representative and the bargaining unit are identified and defined in Article I of this agreement. The determination of the exclusive representative shall be accomplished through the rules and procedures promulgated and used by the Montana Board of Personnel Appeals pursuant to the Montana Collective Bargaining Act for Public Employees, Section 39-31-101 et seq., MCA (1997)

D. Negotiating

1. The Board of Trustees may negotiate while acting as a Board or acting by and through a bargaining agent designated or employed by the Trustees.
2. The request to negotiate may be executed by either party.
3. Professional negotiating sessions between employers and teachers will be open to the public.

4. If negotiations on a new agreement are desired, either party must serve oral or written notice of intention to negotiate by January 1st. The areas to be negotiated may be listed in this notice. Should a problem arise that relates directly to the employer-teacher relationship, it could still be negotiated by mutual agreement of both parties.
5. It shall be the duty of both parties to negotiate and bargain in good faith for agreement on all matters relating directly to the employer-teacher relationship.
6. Matters for negotiation shall not include matters of curriculum, policy of operation, selection of teachers, and other personnel, or physical plant of schools or other facilities or any other rights reserved to management herein or as established by law. However, the Trustees have the obligation to meet and confer in good faith on those items.
7. It is the duty of both parties to meet and confer on any proposal advanced by either party.
8. When all negotiated items of the professional negotiations agreement have been mutually resolved, the agreement will be reduced to written form. It must then be ratified by a majority of the teachers in the appropriate unit and a majority of the Board of Trustees and must then be signed by officials of each party.
9. Professional negotiation agreements in effect on July 1st shall continue to their expiration and may be amended, renewed, or continued by mutual agreement of the teachers and the Trustees.

E. Unlawful Acts - Unfair Labor Practices

Any violation, or alleged violations, in these areas will be handled as outlined in Montana's Collective Bargaining Act, Section 39-31-401 through 39-31-409, MCA.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an allegation that the District has violated a specific provision of this agreement.
2. The "aggrieved" is a teacher, a group of teachers or the group asserting a grievance.
3. A "party of interest" is a person, or group of persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, or could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Level One
A teacher with a grievance shall first discuss it with the principal or immediate supervisor, through the Group's designated representatives with the objective of resolving the matter informally.
4. Level Two
If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within fourteen (14) calendar days after presentation of the grievance, a grievance may be filed in writing to the Superintendent of the school.
5. Level Three
If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the Superintendent, a grievance may be submitted in writing to the Trustees.
6. Level Four
The Trustees shall consider the grievance within fourteen (14) calendar days of receiving the grievance in writing. The Board shall issue a decision within fourteen (14) days of hearing the grievance.
7. Level Five
 - a. Procedure: In the event that the parties are unable to resolve a grievance, it may be submitted, at the option of the GTG, together with the grievant, to arbitration as defined herein, provided a notice of appeal to arbitration is filed in the office of the Superintendent within five (5) days of receipt of the decision of the School District in Level 4.
 - b. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of the procedure, the parties shall, within five (5) days after receipt of the notice provided in 7a above, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, either party may, within then (10) days, request the Board of Personnel Appeals to submit to both parties a list of five (5) names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking names in alternate order. The name remaining

shall be the arbitrator. Failure by the Organization together with the grievant to request an arbitration list with the time periods provided herein shall constitute a waiver of the grievance.

- c. Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- d. Decision: The decision of the arbitrator shall be rendered with thirty (30) calendar days after the close of the hearing, or within twenty (20) calendar days after the deadline for mailing post hearing briefs, if the arbitrator so instructs. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. Decisions by the arbitrator, in cases properly before him/her, shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by Montana Law.
- e. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expense which the party incurs in connection with presenting its case. The parties shall share equally fees and expenses of the arbitrator, including the costs of the list of potential arbitrators, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. In the event one party orders a transcript of the arbitration, that party shall pay all costs thereof. When both parties desire a copy, the costs shall be equally shared.
- f. Jurisdiction: The arbitrator shall have jurisdiction over grievances properly before the arbitrator pursuant to the terms of this procedure. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall not have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. In considering any grievance, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct the operations of the District.

D. Rights of Teachers to Representation

- 1. Any party of interest may be represented at all stages of the grievance procedure by themselves or by a representative selected or approved by the Group. When a teacher is not represented by the Group, the Group shall have the right to have a representative present and to state its views at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Trustees or by any member of the administration against any party of interest, any building representative, or any other participant of the grievance procedure by reason of such participation.

E. Miscellaneous

1. Forms for the submission and recording of formal grievances shall be readily available to all teachers through the Group and administration. These forms must be mutually acceptable to the Group and administration. The decisions and appeals through all levels of the grievance procedure will be recorded on these forms. All other forms used by the Group must be supplied at their expense.
 2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
 3. The parties shall bear their own costs for presenting their case in arbitration. The parties shall share equally all the costs of the Arbitrator.
- F. Once a grievance has been filed, the grievant(s) and the GTG waive any right to pursue any action or complaint involving the same facts or circumstances before any county, state or federal agency, tribunal, court or other forum in which relief may be sought or granted. (39-31-306(5) MCA)

ARTICLE VII – COMPENSATION

A. Recognition of Experience and Education before Employment in the School System

Typically, all new teachers shall be given a maximum of 5 years credit on the salary schedule for full years of outside teaching experience in any School District accredited by a recognized accreditation agency. However, actual experience may be allowed at the discretion of the administration

All credits are computed as quarter credit. For new teachers, only credits earned after the Bachelor's degree, after the teacher's certification was issued that are graduate credits in the teacher's area of employment within the school system shall be considered initial placement on the salary schedule. Before initial placement on the salary schedule, the new teacher shall give the School District a signed statement setting forth all the new teacher's experience and education. All decisions for initial placement on the salary schedule shall be based on this signed statement only.

B. Recognition for Additional Preparation and Experience While Employed in the School System

For additional professional preparation to advance the teachers status on the salary schedule, the credits must be earned in the teacher's current area of employment within the school system. A teacher, upon advanced petition and approval from the School Trustees, may receive, at the Trustees discretion, advancement on the salary schedule for other credits which are useful to the School District.

Undergraduate credits, effective with this agreement, will apply for advancement on the pay scale at 50% of full credit value and graduate credits will be valued at full credit when courses represent credits that are relevant to professional development within a teacher's subject area.

Teachers who intend to acquire additional credits which will advance their position on the salary schedule are required to notify the School District in writing of the intent no later than May 1 of the year prior to the year during which the salary will be paid. Notice of additional preparation must be submitted to the Superintendent no later than September 1. Documentation of these additional professional preparation credits must be submitted to the Superintendent no later than October 1.

A change in the teacher's placement on the salary schedule may be affected by an increase in the teacher's experience up to the maximum column level. One year of teaching experience in the school system shall entitle the teacher to advance one step on the salary schedule up to the maximum column level. One year of teaching experience is defined as a minimum of 160 days of teaching in the school system in the year. Part time teachers may accumulate the equivalent over three years. It is the responsibility of the part time teacher to notify the School District when his/her accumulated services entitle him/her to salary schedule salary advancements prior to the completion of his/her current contracted employment. Teachers shall not be allowed to move more than one horizontal column and one vertical step during any year.

Driver's education instructor, who certify and are compensated on an hourly rate, will not be allowed to use the credits to certify for step and lane changes.

C. Contract and CBA

Any individual teacher's contract shall be subject to the terms and conditions of this Agreement. If an individual teacher's contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

D. Extracurricular Allowances

If the Trustees determine to assign extra duties to a member of the bargaining unit, the minimum allowances for those assigned duties will be as follows:

Extracurricular Allowances

COACHING	FY 2020/2021		
Football, Head Coach	\$2,539.32		
Assistant (80% of Head Coach)	\$2,031.46		
7 th & 8 th (65% of Head Coach)	\$1,650.56		
7 th & 8 th Asst. (80% of 7 th & 8 th)	\$1,320.44		
Basketball – Boys and Girls			
Head Coach	\$3,029.86		
Junior Varsity (80% of Head Coach)	\$2,423.89		
7 th & 8 th (65% of Head Coach)	\$1,969.42		
7 th & 8 th Asst. (80% of 7 & 8)	\$1,575.54		
Elementary	\$758.46		
Elementary Asst. (80% of Elementary)	\$606.77		
Volleyball, Head Coach	\$3,029.86		
Assistant (80% of Head Coach)	\$2,423.89		
7 th & 8 th (65% of Head Coach)	\$1,969.42		
7 th & 8 th Asst. (80% of 7 & 8)	\$1,575.54		
Track – Boys and Girls			
Head Coach	\$1,780.87		
Assistant (80% of Head Coach)	\$1,424.69		
7 th & 8 th (65% of Head Coach)	\$1,157.56		
7 th & 8 th Asst. (80% of 7 & 8)	\$926.05		
Cross Country Coach	\$1,780.86		
Golf, Head Coach	\$1,780.86		
Assistant	\$1,424.69		
Forensics, Head Coach	\$2,539.32		
Assistant (80% of Head Coach)	\$2,031.46		
2 nd Assistant (65% of Head Coach)	\$1,650.56		
FFA, Advisor	\$2,285.34		
TSA Advisor	\$3,000.00		

Coaches that move beyond the district tournament will be compensated at \$150 per level.

OTHER DUTIES	FY 2020/2021		
Pep Band/Choir	\$3,029.86		
When teams move beyond district tournament and pep band is involved Director will be compensated at \$50.00 per level.			
Plays (2), each	\$605.17		
Pep Club	\$605.17		
Concessions	\$1,363.64		
Cheerleaders – Fall (Football, Girls' Volleyball)	\$758.47		
Winter (Girls' Basketball, Boys' Basketball)	\$758.47		
Winter – 7 th & 8 th Grade	\$567.85		
When teams move beyond district tournament and cheerleaders are involved Advisor will be compensated at \$75.00 per level.			
Yearbook and Newspaper	\$546.52		
Youth in Government	\$594.50		
Expedition Yellowstone	\$317.34		

CLASS ADVISORS	FY 2020/2021		
Junior Class Advisor	\$302.60		
Senior Class Advisor	\$242.08		
All other Class Advisors	\$195.94		
Student Council Advisor	\$605.17		
Honor Society Sponsor	\$151.96		

The following Index for Experience will be allowed:

The percentage increase will be based upon an individual's experience within but not between each of these categories: Coaching, Other Duties, and Class Advisor using the preceding index.

Years Experience	Index
0	Base
1	Base plus 5%
2	Base plus 10%
3	Base plus 12%
4	Base plus 14%
5	Base plus 16%
6	Base plus 18%
7	Base plus 20%
8	Base plus 24%
9	Base plus 28%
10	Base plus 30%
11	Base plus 32%
12	Base plus 34% (maximum)

The attainment level schedule 2020-2021 School Year

	0.031	0.033	0.035	0.037	0.039	0.041	0.042
	BA	BA1	BA2	BA3	MA	MA1	MA2
0	1.000	1.035	1.070	1.105	1.140	1.175	1.210
1	1.000	1.035	1.070	1.105	1.140	1.175	1.210
2	1.000	1.035	1.070	1.105	1.140	1.175	1.210
3	1.000	1.035	1.070	1.105	1.140	1.175	1.210
4	1.000	1.035	1.070	1.105	1.140	1.175	1.210
5	1.031	1.068	1.105	1.142	1.179	1.216	1.252
6	1.062	1.101	1.140	1.179	1.218	1.257	1.294
7	1.093	1.134	1.175	1.216	1.257	1.298	1.336
8	1.124	1.167	1.210	1.253	1.296	1.339	1.378
9	1.155	1.200	1.245	1.290	1.335	1.380	1.420
10	1.186	1.233	1.280	1.327	1.374	1.421	1.462
11		1.266	1.315	1.364	1.413	1.462	1.504
12			1.350	1.401	1.452	1.503	1.546
13			1.385	1.438	1.491	1.544	1.588
14			1.420	1.475	1.530	1.585	1.630
15			1.455	1.512	1.569	1.626	1.672
16				1.549	1.608	1.667	1.714
17					1.647	1.708	1.756
18					1.686	1.749	1.798
19					1.725	1.790	1.840
20					1.764	1.831	1.882

Gardiner Salary Schedule for 2020-2021 School Year

	BA	BA 1	BA 2	BA 3	MA	MA 1	MA 2
1	35,777	37,029	38,281	39,534	40,789	42,038	43,290
2	35,777	37,029	38,281	39,534	40,789	42,038	43,290
3	35,777	37,029	38,281	39,534	40,789	42,038	43,290
4	35,777	37,029	38,281	39,534	40,789	42,038	43,290
5	36,886	38,209	39,534	40,857	42,181	43,505	44,792
6	37,995	39,390	40,786	42,188	43,577	44,972	46,295
7	39,104	40,572	42,038	43,505	44,972	46,439	47,798
8	40,213	41,752	43,290	44,829	46,368	47,905	49,301
9	41,322	42,933	44,543	46,152	47,762	49,373	50,804
10	42,431	44,113	45,795	47,477	49,157	50,839	52,306
11	42,431	45,294	47,047	48,800	50,553	52,306	53,809
12	42,431	45,294	48,299	50,123	51,948	53,773	55,312
13	42,431	45,294	49,551	51,447	53,344	55,240	56,814
14	42,431	45,294	50,804	52,771	54,739	56,706	58,317
15	42,431	45,294	52,056	54,095	56,134	58,174	59,819
16	42,431	45,294	52,056	55,418	57,530	59,640	61,322
17	42,431	45,294	52,056	55,418	58,925	61,107	62,824
18	42,431	45,294	52,056	55,418	60,320	62,574	64,327
19	42,431	45,294	52,056	55,418	61,715	64,041	65,830
20	42,431	45,294	52,056	55,418	63,110	65,507	67,332
21	42,431	45,294	52,056	55,418	63,110	65,507	67,332
22							67,332
23							67,332
24							67,332
25							67,332

For members of the Bargaining Unit there will be two pay days per month during the school year. Pay days shall be the 15th and the last day of the month. If the 15th and/or the last day of the month is on a Saturday, Sunday or a holiday, the pay day shall be the non- Saturday, Sunday and/or holiday before the 15th and/or the last day of the month.

ARTICLE VIII - HEALTH INSURANCE

The District's monthly contribution for each participating employee shall be the amount paid by the school board for the school year 2020-2021 school year which will be the single rate for the enrollment period (\$764.00) as well as including vision (\$7.00) and dental (\$38.00) benefits; \$809.00. The method and establishment of premium payments, stabilization funds and related financial decisions are for review and decision at the sole discretion of the Trustees. In no event shall the District's contribution exceed the total cost of the benefits elected by the teacher. Any additional costs of premiums shall be borne by the employees through payroll deduction. For employees choosing a Health Savings Account (HSA) option, any District contributions from the above table in excess of the price tag will be deposited into the employee's HSA.

A. Eligibility

For purpose of this Article, all teachers shall receive insurance benefits based upon their FTE (Full Time Equivalency). Any teacher hired prior to July 1, 2003 shall be grandfathered and shall be eligible for School District insurance contributions provided the teacher is regularly employed at least half-time during the regular school year. Should a grandfathered teacher voluntarily change FTE they shall no longer be considered grandfathered, and shall be subject to having their insurance benefit prorated based upon their FTE. Teachers employed less than half-time shall not be eligible for School District contributions toward group insurance. Any payment for insurance premiums made by the School District beyond any limits set by law shall be in lieu of additional salary.

B. Obligation:

The District’s only obligation is to make premium contribution as required above. The District shall not be liable for any claim made against it as a result of any denial of benefits or coverage by the carrier/administrator. The district makes no implied or expressed warranty as to the performance, coverage, benefits or performance of any carrier/administrator or plan.

C. Duration of Insurance Contributions:

A teacher is eligible for monthly School District contributions as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all School District participation and contributions shall cease effective on the last working day. A teacher completing the school year, however, shall have all group insurance benefits continued until the 1st day of September.

D. Insurance Plan:

The insurance plan shall be mutually agreed upon by the School District and all employees of the School District.

E. Committee

A committee of two certified employees appointed by the GTG, two classified employees appointed by the Superintendent/Principal, the Clerk and two Trustees shall make recommendations regarding the District’s group health insurance plan to the Trustees. All decisions regarding the Group Health Insurance Plan shall be made by the Trustees.

ARTICLE IX - NOTICE OF VACANCIES AND/OR OPEN POSITIONS

Staff members should be allowed to stay in the area where they are certified.

Notice of bargaining unit vacancies that the School District wishes to fill shall be posted in each school and in the office and/or school district-wide email as soon as the “to fill” decision is made. Nothing in this Article shall stop the School District from temporarily filling a vacancy or position.

ARTICLE X - PAYMENT OF FEES FOR PROFESSIONAL WORKSHOP

The School District will pay the fees for teachers attending a professional workshop in his or her field. For required workshops, the teachers will be reimbursed as per the "Travel Reimbursement Voucher". Teacher requested workshops or meeting attendance require administrative approval. Approved professional leave will be reimbursed for mileage and registration.

ARTICLE XI - PROFESSIONAL DUES AND FEES -PAYROLL DEDUCTIONS

- A. The Trustees agree to transmit professional dues in compliance with 39-31-203, MCA, which reads as follows: "Upon written authorization of any public employee with a bargaining unit, the public employer shall deduct from the pay of the public employee the monthly amount of dues as certified by the secretary of the exclusive representative and shall deliver the dues to the treasurer of the exclusive representative."
- B. It is mutually agreed that Tax Sheltered Annuity providers will be limited to seven (7). It is also agreed that an Insurance and Benefit Committee should be formed, consisting of Faculty, Trustees, and Administration representatives. This committee would clarify and define a process to add and/or delete providers from TSA.

ARTICLE XII – ELEMENTARY TEACHER AIDES

- A. The Trustees will work toward developing a program for providing teacher aides for elementary teachers.
- B. Definitions

The term "aide" when used in the agreement shall refer to all teacher assisting individuals, certified or uncertified, working in a nonprofessional capacity, hired on an hourly basis, as deemed necessary by the Trustees, with the same privileges and rights of other hourly employees.

ARTICLE XIII - VARIOUS TYPES OF LEAVE

For leave purposes, one hour of leave and one class period will be considered equal. All types of leave may be taken in hour increments and the amount of leave deducted will be based on the number of hours or periods missed. Nine (9) hours is considered one day for teachers pay purposes.

A. Discretionary Leave:

1. All regularly employed teachers shall earn discretionary leave at the rate of 126 hours for each year of service in the employ of the School District. Discretionary leave may be used for illness or personal business. Leaves of more than three (3) consecutive days for purposes other than illness shall require approval of the Administration. Leave may be used to extend one school break (Winter Break, Thanksgiving or Spring Break) and one weekend holiday (Labor Day, President's Day or Memorial Day). When a teacher has used all 126 hours of discretionary leave in one year, no further leaves will be granted or taken without prior approval of the Administration.

2. A teacher in the School District shall be permitted to utilize the annual fourteen day (126 hours) accrual, in advance of accrual. In the event that such discretionary days are utilized herein prior to the earning thereof such days will be deducted from future accumulations. In the event that a teacher who has been permitted to utilize discretionary leave in advance of accrual under this provision should leave the employ of the School District, he/she shall be liable to the School District for any discretionary leave pay advance beyond his/her earned accrual.
3. Annual discretionary leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. A maximum of 108 hours of the teacher's annual accumulated discretionary leave allotment that is unused will be credited to the teacher as accumulated sick leave to be used for sick leave purposes. Unused days of leave each year will be allowed to accumulate to 720 hours. The School District shall notify each teacher in writing, at least annually, the number of sick day/hours accrued.
4. All leaves granted under the provisions of the Section will be in hourly units.
5. When a teacher resigns, retires, loses a position due to a reduction in force, or dies, the teachers (or the teacher's named beneficiary or estate) shall be entitled to a cash payment in a lump sum payment for all days of unused sick leave up to a maximum of 720 hours at the daily rate of \$65 per day. For purposes of calculating a day, unused sick hours, up to 720 hours, hours will be divided by a 9 hour work day.
6. Sick leave of more than 4 days shall be allowed by the School Board or School Board Designee whenever a teacher's absence is due to illness which prevented his/her attendance at school performance of duties.
7. Salary deductions, over the sick leave allowed, shall be made at a rate of 1/159th of the teacher's salary.
8. Maternity leave and/or pay during maternity leave shall be as required by state law.
9. Teachers will be allowed to transfer discretionary leave to another teacher if they relinquish current or accumulated discretionary leave days or hours. Recipient must have exhausted all his/her own sick leave and must exhaust all donated leave by year end. Each teacher may donate no more than 18 hours of sick leave per year.

Criteria for Eligibility of sick leave bonus

1. The sick leave bonus is limited solely for the certificated teaching personnel contracted for the year(s) in which this agreement is in effect.
2. To be eligible for the plan, certified teaching personnel must have at least 10 years of service with the Gardiner School District.
3. All resignations, once accepted, are final.

B. Leave for Civic Duties

1. Temporary leave at full salary will be provided each teacher for jury duty, court appearances as witness, when the teacher is not a party to the case, and Selective Service examination. Any monies received for these services, above actual expenses, will be turned over to the School District.
2. The length of leave will vary in accordance with the amount of time required for the civic duty.

C. Professional Leave

Temporary leave at full salary will be allowed each teacher for visitation of other schools, attendance at education conferences, serving on committees, and attendance at professional Association conferences, conventions, and assemblies only as approved by the Superintendent of Schools.

D. Bereavement Leave

36 hours annually at full salary will be allowed each teacher in case of death in the immediate family or in the case of an in-law (father, mother, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandfather, or grandmother).

E. Maternity Leave

1. In the event of pregnancy, maternity leave will comply with current state law, Department of Labor and Industry, Chapter 14, "Maternity Leave".
2. 18 hours of discretionary leave for maternity leave related absences may be used by expectant fathers.

F. Sabbatical Leave

A sabbatical leave may be granted to full time employee(s) in the School District for the purpose of professional improvement subject to the conditions established by the School District. The request shall be made in writing to the Superintendent no later than March 1, prior to the school year of the requested sabbatical. Sabbatical leave may be granted to employees who have demonstrated by their past performance and the content of their request for sabbatical leave their commitment to leave is not a right but a privilege which may be granted by the School District. The request shall be made in writing to the Superintendent no later than March 1, prior to the school year of the requested sabbatical. Sabbatical leave may be granted to employees who have demonstrated by their past performance and the content of their request for sabbatical leave their commitment to return to the District to make a contribution to the improvement of the instructional program. Sabbatical leave may be used for the following:

1. A full-time professional study as specified by a college or university; or
2. Approved travel, research, or other professionally advantageous activity; or
3. A combination of the above.

Teachers will be allowed to take not less than one (1) semester or more than one (1) year sabbatical leave, without pay, if the following conditions have been met:

1. The teacher has taught in the Gardiner School System for at least 7 years or 5 years since their last sabbatical; and
2. A suitable replacement can be found; and
3. The Trustees approve the sabbatical.

Teachers will be rehired to the same or similar teaching position upon their return. The teacher's intent to return must be made to the Superintendent in writing before March 1 during the sabbatical year or the position will be considered vacant.

ARTICLE XIV - TEACHER EVALUATION

All teachers shall be evaluated using a designated instrument. Said instrument and its use shall be jointly developed or agreed upon by a committee of which three are appointed by administration and/or the Trustees and three members appointed by the Gardiner Teacher Group. Such committee shall be appointed upon request by either party during September. The committee is encouraged to consider different procedures and instruments to reflect the variety of teaching assignments, ie. primary, elementary, secondary, vocational, specialists, etc. This committee will recommend adoption of instruments and procedures to the Board of Trustees.

Teachers shall be evaluated at least twice each year during their first three years of employment. Thereafter, teachers shall be evaluated at least once every three years.

In the absence of a designated instrument, the following procedures will be utilized:

A. Prior notice of evaluation

The Administration shall thoroughly advise all newly hired employees, at the time of employment and during the orientation program for new employees, as to the evaluative procedures provided for by this Agreement. In the event that evaluation procedures are amended, all employees shall be advised of the amended procedures during regularly scheduled pupil instruction related in-servicing.

B. Areas of Evaluation

Employees shall only be evaluated in their areas of certificate endorsement. If an employee's position does not require certification or endorsement, evaluation shall only be conducted in respect to the employee's major/minor field.

C. Pre-Evaluation Conference

A pre-evaluation conference shall be held between the employee and the evaluator so that the evaluator can be apprised of the employee's objectives, methods and materials planned for the situation.

D. Conditions of Observation and Evaluation

1. Evaluation of employee performance shall be done by the principal or administrator of the appropriate area and must be based on his/her own direct observations. All monitoring or observation of the employee's activities shall be conducted openly and with the employee's full knowledge and awareness. Observations shall ordinarily be scheduled for one full class period.
2. The evaluator shall provide two days prior notice of intent to observe and evaluate the employee.
3. The evaluator shall reduce all observations to writing and incorporate the same into a preliminary evaluation report. A copy of this preliminary report shall be provided to the employee within two days of each observation.
4. Within five days of providing the employee with a copy of the preliminary report noted above, a conference between the evaluator and the employee shall be conducted during the ordinary work day to discuss the observations and preliminary evaluation report.
5. It is understood that this post-observation conference shall not be used as a formal meeting to warn, reprimand, or discipline an employee.
6. The evaluator shall prepare a final evaluation report within five working days of the post observation conference. This final evaluation report shall be in writing and a copy of this report shall immediately be provided to the employee.

E. Notice of Replies to Reports

1. All observations and evaluations shall be signed by the employee to signify having seen and read it prior to being placed in the employee's personnel file. No such reports shall be maintained unless they are disclosed to the employee and included in said employee's personnel file.
2. After receiving any observation or evaluation, the employee may submit, within 20 working days, signed comments regarding the report which shall be attached to the report in that employee's personnel file and considered with the report.

F. Improvement of Professional Performance

1. If the evaluator finds that the employee has not met the levels of expectation, the reasons therefore shall be set forth in specific term. An identification of the specific ways in which the employee is to improve and the types of assistance that shall be provided will also be specified.
2. Should deficiencies be recorded in the work performance of an employee, the Administration shall provide the employee with specific, reasonable, written recommendations for improvement. Definite, positive assistance including necessary time during the ordinary work day, material resources, and consultant services shall be provided to implement the recommendations.

ARTICLE XV - PERSONNEL FILES

The employer shall maintain one official personnel file for each teacher that shall be kept in the office. All personnel records excluding payroll and grievance records shall be kept in this file or by computer. A teacher may obtain a copy of any document in his/her personnel file or by computer.

Teachers have the right to answer or qualify any evaluation, report or material filed, and such responses will be attached to the relating material in the file. No information reflecting critically upon a teacher shall be placed in the personnel file of the teacher that does not bear either the signature or initials of the teacher indicating that he/she has been shown the material or a statement by a supervisor that the teacher has been shown the material and refused to sign it. A copy of any such material shall be furnished to the teacher.

Teachers shall have the right to request removal of documents from their personnel file. Documents may be removed from the file with the mutual consent of the employee and the School District.

Material placed in the personnel file of a teacher without conformity with the provisions of the article will not be used by the employer in any subsequent evaluation or disciplinary proceedings involving the teacher.

The School District shall establish a past practice file. A past practice file shall contain personnel files of former employees, documents removed from current employees' personnel files and/or investigation reports. The information in the past practice file may be used to substantiate and/or clarify past instances. An employee has access to his/her file and may grant access to the Union. Each file (including personnel file) shall have an access list in the front that must be signed and dated by any person accessing the file. The Superintendent is responsible for the access to these records.

ARTICLE XVI - SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing

ARTICLE XVII - AGREEMENT PERIOD

This Agreement shall become effective from July 1, 2020, or upon ratification by the Group provided both parties have ratified the Agreement, whichever date is later, and shall continue in full force and effect until June 30, 2021. Said Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless the Group or the Trustees give notice to the other party, not later than January 1; of it's to desire to negotiate.

This agreement signed this 10th day of June, 2020.

For the Gardiner Teachers'
Group, MFPE, NEA, AFT, AFL-CIO

For the Board of Trustees
Park County Districts 7 & 4

Barbara W. Bush
Jessie Smith
Tamaradally
Tina Townsend

Patrick C. Batty
Patrick Happe
Dan Rice
David S. Dean
Will R. Moore