

**Helena Education Association**

**And**

**Helena School District #1**

**Para Educator  
NEGOTIATED AGREEMENT**



**2019-2021**

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## **AGREEMENT**

This agreement is entered into between the Helena School District #1(hereinafter referred to as the "Board"), and the Helena Education Association, affiliated with the Montana Federation of Public Employees, MFPE, National Education Association, American Federation of Teachers and the AFL-CIO, (hereinafter referred to as the HEA or the "Association") pursuant to and in compliance with the Public Employees Collective Bargaining law, Title 39, Chapter 31. Montana Code Annotated hereafter called the "Act".

## **ARTICLE I - RECOGNITION**

### **1.1 Recognition:**

The Board hereby recognizes the HEA as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit.

### **1.2 Appropriate Unit:**

The appropriate unit shall consist of classified personnel employed by the Board as "Para Educators" (Teacher Assistants), including bus Para Educators and after school day care Para Educators, either as "regular", "special services", or "special skills" teaching assistants (Para Educators).

## **ARTICLE II - DEFINITIONS**

### **2.1 Employee:**

Unless otherwise indicated, the term "employee", when used herein in this Agreement shall refer to all employees in the appropriate unit as above defined.

### **2.2 School District or School Board:**

The terms "School Board" or "School District" shall mean Helena School District #1, Helena, Montana, its Board of Trustees or its officials and representatives as designated by the Board of Trustees.

### **2.3 Association:**

The term "Association" shall mean the Helena Education Association, affiliated with the Montana Federation of Public Employees MFPE, National Education Association, American Federation of Teachers, and the AFL-CIO.

## **ARTICLE III - ASSOCIATION RIGHTS**

### **3.1 Association Rights:**

The Board agrees that individual employees shall have the full freedom of association, self-organization, and the designation of representatives of their own choosing, to negotiate the terms and conditions of their

employment, and that they shall be free from interference, restraint or coercion by the Board, or its agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. All rights granted under 3.1 must be pursuant to MCA 39-31-201.

### **3.2 Pertinent Information:**

The Board agrees to furnish to the Association upon request information concerning the names and addresses of all unit employees and their unit salaries, or wages. The District shall notify the Association on a monthly basis of new hires, including the name, address, position, salary, and hours. It shall be the responsibility of the Association to send a designated representative to the District office to obtain this information.

### **3.3 Association Business:**

Representatives of the Association will be permitted to transact Association business on school property, provided that this shall not disrupt normal operations.

The Association staff members shall be allowed to visit the work areas of unit members in order to confer with the employee on employee-employer related matters, so long as such visitations do not interfere with the business of the employer.

### **3.4 Association Use of Buildings and Equipment:**

The Association and its representatives have the right to use school buildings for meetings when the buildings are available and the meeting does not conflict with the business of the employer. The principal of the building in question shall be notified in advance of the time and place of all such meetings.

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and employee mailboxes for association business.

### **3.5 Committees:**

The District and Association will work together to provide representation on committees that impact the Association. The specific committees and the number of Association members on each committee must be mutually agreed upon.

### **3.6 Association Leave:**

Up to Five (5) days with pay, per year, will be provided to the Association for Association business. The superintendent or his/her designee will be notified no less than forty-eight (48) hours prior to the commencement of such leave. Additional leave requests may be made to the Superintendent or designee and will be considered on a case by case basis. It is understood that the number of additional days granted year to year may be different and therefore not precedent setting.

Should a member of the HEA be elected to a state or national office, he/she shall be granted an additional five (5) days of Association leave.

### **3.7 Exclusive Rights of Association:**

The rights and privileges of the Association as set forth in this Agreement shall be granted to the Association.

#### **ARTICLE IV – MANAGEMENT RIGHTS**

##### **4.1 Rules and Regulations:**

The parties recognize the right, obligation, and duty of the Board and its duly designated officials to promulgate rules, regulations, directives, and orders insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The Board agrees to furnish each employee a copy of any rules, regulations, directives, and orders.

#### **ARTICLE V - DUES, FEES AND PAYROLL DEDUCTIONS**

##### **5.1 Dues Deductions:**

The District shall, without charge, deduct the Association dues and optional contributions from the salary of each employee who authorizes such deductions in writing. At the end of the month, the total amount withheld from the employees' wages will be forwarded to the Association Treasurer along with a list of the names of individual employees and the amount deducted from each. The Association shall certify to the District the amount of the dues and fees to be deducted. Dues deduction shall remain in place until specifically revoked in writing by the individual employee. In situations where net pay after taxes and other payroll deductions is not enough to fund dues deductions, no deduction will be taken.

##### **5.2 Representation:**

The Association, as the exclusive representative of all members of the appropriate unit, will represent all such persons fairly. No one shall be denied Association membership because of race, creed, color, or sex.

The Association agrees to indemnify and hold harmless the School District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of this Agreement between the parties for dues deduction.

##### **5.3 Other Payroll Deductions:**

Upon written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, insurance, or any other plans or programs that are currently available through the District payroll office if approved by the Association.

#### **ARTICLE VI - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

##### **6.1 Right to Association Representation:**

An employee shall be entitled to have present a representative of the Association during any appearance before the Board or its agents concerning any matter, which the employee believes, is disciplinary in nature.

##### **6.2 Just Cause:**

No employee shall be disciplined or terminated without just cause. Just cause shall be defined as: “reasonable, job related grounds for taking disciplinary action based on the employee’s failure to satisfactorily perform job duties or actions that disrupt district operations.”

### **6.3 Personnel Files:**

Employees shall have the right upon reasonable request to review their personnel files and to make a copy of any document (with the exception of confidential placement files) contained within. No material derogatory to an employee may be placed in the file unless it is signed by the author and the employee is given an opportunity to read and respond to it. Such response shall be attached to the relating material in the file.

Association staff members and local Association representatives shall have the right to inspect the personnel file(s) of a bargaining unit member, with prior, written authorization from the employee, and said representative(s) shall also be provided a copy of material in an employee personnel file(s) with prior written authorization.

## **ARTICLE VII - HOURS AND WORKING CONDITIONS**

### **7.1 Work Day:**

A) The workday shall consist of no more than eight (8) hours of continuous work within a 24 hour period. Upon mutual agreement between the District and the Association an alternate work schedule may be established.

1. A paid coffee break of fifteen (15) minutes will be given during every three hours of scheduled continuous work

2. A non-paid, duty-free lunch break of thirty (30) minutes will be given in the approximate middle of each shift that is regularly scheduled for five (5) hours or greater. A non-paid, duty-free lunch break may be offered to employees who work less than a regularly scheduled five hour shift if mutually agreed to by the employee and supervisor. It is understood and agreed that employees shall be allowed to leave the buildings during their lunch break.

B) Employee work shifts will have specific starting and ending times.

C) The regular work week shall consist of five consecutive days (normally Monday through Friday) followed by two (2) days of rest. Upon mutual agreement between the District and the Association an alternate work schedule may be established.

### **7.2 Probation:**

An employee under the provisions of this contract shall serve a probationary period of one school year of continuous service with the School District during which time the District shall have the unqualified right to discharge such employee at any time during the probationary period. The probationary period may be extended for a thirty (30) workday period upon mutual consent of the District and the Association.

### **7.3 Job Descriptions:**

The District shall develop and place on file job descriptions for each classification in the unit. The District may solicit input from staff members prior to the development of the job descriptions. Unit members shall have access to the job descriptions.

#### **7.4 Substitutes:**

- A. Para Educator employees may be given the option to substitute for the teacher(s) for whom they work in the event that the teacher is absent. When substituting for a teacher, the Para Educator shall be paid their regular rate of pay or the substitute rate whichever is greater.
- B. Para Educators shall not be required to secure their own substitutes.

#### **7.5 Summer Work:**

Employees shall be given first consideration for Para Educator summer work within the school district. Employees must submit a written request to the personnel office on or before May 1<sup>st</sup> in order to be considered for summer work. If hired, they shall be paid according to the wage scale provided in Appendix A. Para Educators may turn down any offers of summer employment.

#### **7.6 Safety:**

- A. Safe Working Environment

The employer shall provide a place of employment which does not endanger the health or safety of any employee. Employees shall have the right to refuse to work under conditions which are unsafe, and/or the right to refuse to perform medical related or invasive hygiene procedures that are outside the scope of their job description.

- B. Safety Equipment

The Board will provide first aid kits and fire extinguishers as required by law.

#### **7.7 Professional Development**

The District will contribute \$8,000 per school year to a professional development pool for Para Educators. Para Educators may apply for a grant of up to \$300 for Para Educator professional development training. Grant applications will be submitted to and approved by the LMC and sent to the District's Professional Development committee for informational purposes.

If any of the Professional Development Pool dollars are unallocated by third Friday in May of each school year the remaining dollars will be returned to the District.

### **ARTICLE VIII - LEAVES AND HOLIDAYS**

#### **8.1 Sick Leave:**

Sick leave means a leave of absence with pay for an illness suffered by an employee or his/her immediate family.

#### **8.2 Definition of Immediate Family:**



For purposes of this Article, immediate family shall mean spouse, children, father, mother, brother, sister, grandparents, grandchildren, relatives of the employees spouse to a like degree, and members of the employee's household.

A. Usage

Sick leave must be taken in no less than half-hour increments.

B. Accumulation

1. Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credit shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of days he/she may accumulate.

2. An employee may not accrue sick leave credits while in a leave without pay status. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he/she has earned.

3. Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment and have worked the qualifying period.

4. Full-time temporary and seasonal employees are entitled to sick leave benefits, provided they work the qualifying period.

C. Pay for Unused

1. An employee who terminates his/her employment with the District is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates employment.

2. Accrual of sick leave credits for calculating the lump-sum payment, as provided for in this section begins July 1, 1971. The payment therefore shall be the responsibility of the District wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits he/she had accrued prior to July 1, 1971

3. An employee who receives a lump-sum payment pursuant to this section and who is again employed by the District shall not be credited with any sick leave for which the employee has previously been compensated.

D. Sick Leave Bank

During the school year any employee may, at the assistant's discretion, donate not more than two (2) days, nor less than one-half (1/2) day, of sick leave to an employee who is in need and will exhaust sick leave due to a personal illness, temporary disability, or a serious health condition of the employee's spouse/domestic partner or minor child (under age 18). The total of such donated sick leave shall not

exceed sick leave accrued by the recipient at the time the illness began. Limitations herein shall not prevent the Administration from allowing greater consideration if extenuating circumstances exist. Any such donor shall notify the Superintendent on forms provided by the District of the intention to make such donation. The donor and recipient have no later than five (5) working days after the recipient's return to work to notify the Superintendent of the requested leave transfer. Donated leave will be drawn in order of date of such receipt. A drawing will be conducted to determine order of usage for donations bearing identical dates of receipt. Any unused sick leave shall be returned to the donor(s).

### **8.3 Personal Leave:**

Three (3) days per year, with pay, shall be allowed each employee to attend to personal matters. However, use of such leave shall be in units of no less than half-hour increments. At least two working days' written notice (District form) shall be required except in case of emergency.

Personal Leave may be taken during student non-attendance days but shall not be taken to extend an existing student holiday. Extenuating circumstances which are unanticipated and unpreventable may be afforded consideration. This leave is not accumulative and employees leaving the District will not be reimbursed for any unused personal leave.

For purposes of prorating this leave the school year shall be divided into three equal parts. When an employee is hired they shall receive credit for the time remaining. For example if an employee is hired during the first trimester they receive three days, if that same employee were hire during the last trimester they would receive one day. This leave can be used regardless of the employee's probation status.

### **8.4 Bereavement Leave:**

All employees shall be allowed up to five days absence for deaths in the immediate family without loss of pay, per incident. In the event the employee needs additional time up to 5 days may be awarded at the discretion of their immediate supervisor. In addition, one on one Para Educators will be allowed one day absence in the event of the death of a student for whom they are currently providing direct care.

### **8.5 Annual Vacation Leave:**

Vacation leave shall be granted in accordance with state law. "Vacation leave" means a leave of absence with pay for purposes of rest, relaxation, or personal business at the request of the employee and with the concurrence of the employer. (MCA 2-18-601[8]).

#### **A. Use**

1. The dates when employees' annual vacation leave shall be granted shall be determined by agreement between each employee and his/her supervisor with regard to the best interest of the District, as well as the best interests of each employee.
2. Vacation leave must be taken in no less than half-hour increments.
3. If more than one (1) employee in a department requests a particular period of time for his/her vacation and if in the opinion of the employer only one (1) can be released during this period of time, the most *senior employee shall be provided that time off. Should the same two employee request the same vacation time 2 or more years in a row, a rotation vacation schedule for those requests will be established by the immediate supervisor.*

4. Supervisors shall respond to requests for vacation within five (5) working days.

B. Rate

1. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of the employee's employment with a school district whether the employment is continuous or not:

Working Days Credit

Years of Employment:	Based on 12 months	Based on 9 months
1 day through 10 years	15	11.25
10 years through 15 years	18	13.50
15 years through 20 years	21	15.75
20 years on	24	18.00

Vacation leave credits shall be earned and credited at the end of each pay period.

2. Each full time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

For calculating vacation leave credits, two thousand eight (2080) hours (52 weeks at 40 hours per week) shall equal one (1) year. Regular part-time employees (those who work less than 40 hours per week) are entitled to pro-rated annual vacation benefits if they have worked the qualifying period. However, for purposes of calculation of years of employment to determine the rate of earning vacation leave credits, a school year shall constitute a full year of employment.

Employees working less than twelve (12) months shall earn vacation credits. However, such persons must be employed six (6) qualifying months before they may use the vacation credits.

C. Accumulation

1. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.

2. Absence from employment by reason of illness shall not be chargeable against unused vacation credits unless approved by the employee. Should an employee become ill on his/her annual vacation, he/she shall have the option to use sick leave rather than annual leave. The employee must notify his/her supervisor immediately of such illness.

3. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) days.

D. Cash for Unused Vacation

1. An employee who terminates his/her employment with the District for reason not reflecting discredit on him/herself, shall be entitled to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in Section 2-18-611 MCA. The employee will be paid for unused accumulated vacation leave at their hourly rate in effect at the time of termination of employment.

### **8.6 Family Medical Leave Act:**

Please see Helena School District's Policy on the Family Medical Leave Act. Violations of the District's policy on FMLA are subject to Article X (grievance procedure) of this collective bargaining agreement.

### **8.7 Workers' Compensation Leave:**

The District agrees to retain the position of an employee on Workers' Compensation Leave for three (3) months from the date of the injury. In addition, the district agrees to continue the employer contribution to the group health and dental insurance for a maximum of three months during the duration of the leave.

### **8.8 Jury Duty/Civic:**

A. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his/her employer. However, if an employee elects to charge his/her juror time off against his/her annual leave, he/she shall not be required to remit his/her juror fees to his/her employer. In no instance is an employee required to remit to his/her employer any expense or mileage allowance paid his/her by the court.

B. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his/her witness time off against his/her annual leave, he/she shall not be required to remit his/her witness fees to his employer. In no instance is an employee required to remit to his/her employer any expense or mileage allowances paid his/her by the court.

C. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of the school district.

D. All articles of this provision shall be in accordance with MCA 2-18-619

### **8.9 Public Service Leave:**

An employee who is elected or appointed to public office shall be entitled to a leave of absence without pay not to exceed one hundred eight (180) days per year in accordance with state law MCA 2-18-620.

### **8.10 Military Leave:**

An employee who is a member of the organized militia of the State of Montana or who is a member of the organized or unorganized reserve corps of military forces of the United States, and who is a regular employee of the school district shall be given a leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave will not be charged against leave credits earned by the employee. Reinstatement privileges of

employees who have been inducted into the military service as provided under State law will be followed. All provisions of this article shall be in accordance with MCA 10-1-604.

### **8.11 Incidental Leave:**

Employee's may occasionally without loss of salary, be granted the opportunity to attend school programs involving children as business necessities will accommodate such opportunities and as the Employee is only able to attend the program during regular working hours. The granting process shall reside with the building level administrator.

### **8.12 Leave without Pay:**

A. An employee may be granted leave of absence without pay at the discretion of the employer.

B. Requests for leave without pay shall be submitted in writing by the employee to the immediate supervisor who shall forward it to the Personnel Office for final consideration.

C. All requests for leave without pay shall state the reason for leave and the dates for which the leave is desired.

D. The employee shall maintain but not accrue vacation or sick leave credits during a leave of absence; the employee shall maintain but not accumulate seniority.

E. On returning to work, the employee shall return to his/her position or a comparable position with comparable pay and benefits.

### **8.13 Holidays:**

A. All employees covered by the terms of this Agreement shall receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Day before or after Independence Day (SACC employees only)
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas

For twelve-month employees or other employees scheduled to work for the period of time that includes July 4<sup>th</sup>, Independence Day shall be a paid holiday.

B. If one of the above holidays falls on Saturday, the preceding Friday is observed. If the holiday falls on Sunday, the following Monday is observed. If a holiday occurs during an employee's vacation leave, that day is not deducted from vacation leave.

C. Eligible employees shall receive a maximum of eight (8) hours regular pay for all holidays. Employees who work less than eight (8) hours per day or less than forty (40) hours per week shall receive

holiday pay on a pro-rata basis. When an employee is required to work on a holiday, compensation will be at the rate of two and one-half (2-1/2) times his/her regular rate of pay or, upon mutual agreement, one and one-half (1-1/2) times his/her regular rate of pay and an alternate day off to be taken at a time agreeable to the employee and the Employer.

D. An employee who is scheduled for a day off on a day which is observed as a holiday shall be entitled to receive a day off either on the day preceding or the day following the holiday, whichever allows a day off in addition to the employee's regularly scheduled days off.

#### **8.14 School Calendar Related Paid Days**

E. All employees covered by the terms of this Agreement who are not scheduled to work during the following breaks shall receive the following School Calendar Related Paid Days:

1. The day before Thanksgiving
2. Any business day that falls within the Winter Break, not normally credited as a holiday as noted above
3. Spring Break

None of these days shall rollover for any reason. There shall be no substitution of these days. If an employee is scheduled to work this day (SACC employees) they are not considered school calendar related paid days, only paid days for the employee's regular schedule.

This benefit is determined by the school calendar and cannot exceed 14 days in any given year without mutual agreement.

#### **8.14 Early Release Days:**

1. On early release days Para Educators who perform assigned school related duties will receive pay during early release time. Any employee who chooses to be dismissed from duty will be released WITHOUT pay during the early release time. The District may require employees to remain on duty during early release time.

2. As the Vigilante Parade continues to be held on a regularly scheduled school day, and as students continue to be dismissed early, all Para Educators normally scheduled to work will be released with pay for the day one-half hour after student dismissal.

### **ARTICLE IX - COMPENSATION AND FRINGE BENEFITS**

#### **9.1 Salary Schedules:**

All employees shall be compensated according to the hourly wage rates reflected in the schedule attached as Appendix A.

#### **9.1 A Qualified Stipends:**

Specialized Para Educator positions covered by this negotiate agreement that require qualifications that are above and beyond the qualifications of a Level 2 Para Educator may be eligible for an additional stipend amount as determined by mutual agreement between HEA and the District. Any new stipend amount must be approved by the HEA Board of Directors and the District Board of Trustees prior to

implementation. Eligible stipends will be paid for the duration of the time that the employee is performing work in that particular Specialized Para Educator position. The stipend will cease upon the employees assignment to a different Para Educator position. Eligible Stipends shall be listed in Addendum A of the negotiated agreement.

## **9.2 Placement:**

Employees will be placed on the schedule according to their proper wage classification. The District at their sole discretion may grant up to five years on the pay matrix for past work experiences.

## **9.3 Change in Scheduled Payday:**

In the event the School District needs to change the date employees are paid, the District will provide the association 30 calendar days advanced notification.

## **9.4 Insurance:**

### **A. Cafeteria Benefits Plan**

The District shall contribute to the employee cafeteria benefit plan an amount of \$781.00 per month for 2019-20 and \$822.00 per month for 2020-21 per full-time Para-professional (or prorated portion for part-time Paraprofessionals). Year two benefits may be adjusted by the Health Benefit's committee and any adjustment will be noticed to HEA in advance of change. Any Para Educator not enrolled in the district health insurance plan will have an amount equivalent to the single premium (or prorated portion for part-time Para-professionals) contributed directly to the Non-Participation Account and the Para-professional will not receive that portion of the cafeteria benefit. It is the responsibility of the Health Benefits Committee to review all benefits contained in the cafeteria benefit plan and make recommendations concerning the cafeteria benefits. The Health Benefits Committee shall provide the Board of Trustees and the Association with information regarding any recommendations for changes in the cafeteria benefit plan prior to requesting approval from the Board of Trustees. If maintenance of benefits costs more than the above appropriate negotiated amount, the Health Benefits Committee may recommend changes in the benefits or in the premium structure to the Board of Trustees.

The District shall maintain, as allowed by Section 125 of the Internal Revenue Code, a salary reduction plan for flexible spending accounts. Participating employees shall assume the cost of the individual annual participation fee.

Part-time Para Educators shall receive benefits proportional (based on FTE amount) to those received by full-time Para Educators.

Cafeteria Plan benefits contributions for a Para Educators who has been temporarily employed to replace a Para Educator on leave shall cease with the termination of that temporary employment except as the Para- Educator is offered continuing employment.

Any cafeteria benefit amount not designated for use in the cafeteria plan may be used by the employee for a tax-sheltered account available through the District payroll. If a Para Educator does not elect to use all the district contribution for cafeteria plan benefits or a tax-sheltered account, the balance may be taken as cash. Part-time Para Educators may receive a prorated cash amount (minus the single premium prorated health insurance rate) if they choose not to be a member of the health plan.

A summary of Cafeteria Plan benefits shall be furnished to all Para Educators.

## The Non-Participation Account

On June 30<sup>th</sup> of each school year the amount of the “Cash Balance”, the “Reserve for Attachment Point” and the “Reserve for Run Out” of the Self-funded Health/Benefits plan will be reviewed to determine the distribution of the Non-Participation account. If the “Cash Balance” amount is less than 1.25% of the combined total of the “Reserve for Attachment Point” and the “Reserve for Run Out” amount then the amount in Non-Participation account will be placed in the Self-funded Health/Benefits Plan as it accumulates during the next school year. If the “Cash Balance” amount is greater than the 1.25% as explained above, then the amount in the Non-Participation account will be placed in the general fund budget as it accumulates during next school year.

### B. Cafeteria Plan Offerings

The Health Benefits committee shall recommend the required and optional offerings of a cafeteria plan of benefits to the Board of Trustees for approval. The cafeteria plan will include as a required minimum, Health Coverage (including Dental and Optical), and Life Insurance for employees.

The School District’s only obligation in the above Article is to make the appropriate payment including written authorized withholdings from the employee to the insurance policy, carrier, or trust. The School District is not obligated or held liable for the failure of an insurance policy, insurance company, insurance provider and/or trust to provide coverage and/or failure to pay benefits. The partially self-funded benefits program(s) is not subject to this Section.

### C. Part-Time Employees

For purposes of insurance coverage an employee shall be considered full time if he/she is regularly scheduled to work 35 or more hours per week. Employees regularly scheduled to work less than 35 hours per week shall have the district’s contribution prorated based on hours worked. All Para Educators hired prior to May 1, 1999 shall be considered fulltime if he/she is regularly scheduled to work 30 or more hours per week. *(Para Educators employed at least 20 hours per week but less than 30 hours per week prior to July 1, 1985, shall be treated the same as Para Educators who work 30 hours or more per week for purposes of the contribution toward the single employee rate of the District Health Insurance Plan, provided they remain in the same position status since July 1, 1985.)*

### D. Retirement and Termination

Employees, who retire under the provisions of the Public Employees Retirement System, or the Teachers Retirement System, may choose to continue on the School District Health Insurance Program by paying their own premium.

Should an employee terminate his/her employment with the district, the district contributions shall cease, effective at the end of the month of contribution except as noted in E of this section.

### E. Insurance Committee

The District Insurance Committee shall review and make recommendations to all District employee groups and the Board of Trustees on matters concerning the District’s insurance program. The Association shall appoint members to the committee in accord with the representation guidelines stipulated in the District Insurance Committee operating guidelines.



## **9.5 Continuing Education:**

The Board shall pay the full cost of tuition, books, meals, lodging, transportation, and other reasonable expenses incurred by an employee in connection with any course, workshop, seminar, conference, and in-service training session which the employee takes at the request of the Board or Administration.

## **9.6 Travel Expenses:**

All employees required to travel as part of their duties will receive reimbursement for travel at the rate established by Montana law. When an employee is required to travel as part of his/her duties, time spent in travel shall count as hours worked, including travel from one worksite to another and travel which is required outside the employee's normal workday.

An employee may request and obtain advance payment of approved expenses.

Where authorized travel is not required but is job related and beneficial for the employee and employer, reimbursement at an agreed upon rate may be arranged between the employer and the employee, provided an agreement to this affect is reached between the employee and employer prior to the travel.

## **9.7 Retirement**

The employee is required to belong to the Public Employees Retirement System (PERS) or the Teachers Retirement System (TRS) as defined in Title 19 MCA

### **Retirement Benefit**

Any retiring Para Educator with twenty (20) years or more of Helena School District #1 experience will receive \$6,000.00 in termination pay. Written notification of retirement plans must be submitted to the District ninety (90) days previous to the date of retirement. Issues or concerns regarding a Para Educator's eligibility or hardship situations for the "Retirement Benefit" may be brought forth to the District Superintendent by the HEA President.

## **9.8 Building/Faculty Meetings**

One HEA representative at each school will be paid (their regular rate of pay, no overtime) to attend the school's building/faculty meeting once a month if a meeting is held. The designated representative must be a Para Educator who would not require a substitute to attend the meeting and documentation of their attendance at the meeting must be recorded.

## **ARTICLE X - GRIEVANCE PROCEDURE**

### **10.1 Purpose:**

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

## **10.2 Definitions:**

Grievance - a claim based upon an event or condition or circumstance under which an employee or the association believes that there has been a violation of the terms or conditions of this Agreement.

Grievant - shall be an employee, a group of employees or the Association asserting a grievance.

Days - reference to days in this procedure shall mean working days.

## **10.3 Right to Representation:**

### **A. Individual Rights**

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration as long as the Association is notified as to the disposition of the matter and such dispositions consistent with the terms of this Agreement.

### **B. Association Representation**

An Association representative may be present for any meeting, hearing, appeal, or other proceeding(s) relating to a grievance.

## **10.4 Procedure:**

### **A. Level One - Informal**

Within fifteen (15) of the occurrence, or within fifteen (15) of the time that the grievant becomes aware of the occurrence of the grievance, or by reasonable diligence should have become aware of the occurrence of the grievance, the grievant shall discuss the situation with his/her immediate supervisor with the objective of resolving the matter informally. Immediate supervisor will normally mean the building principal.

### **B. Level Two - Principal/Supervisor**

If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file a written grievance to the building principal, or to their immediate supervisor within ten (10) days of the informal meeting. The grievance shall include the nature of the grievance, the specific clause or clauses of the Agreement allegedly violated, and the remedy requested. The principal/supervisor shall provide a written answer to the grievance within ten (10) days after the meeting. Such answer shall include reasons for the decision.

### **C. Level Three - Superintendent**

If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may appeal the grievance to the Superintendent of Schools or his/her designee. This appeal must be presented five (5) days of the receipt of the Level Two decision. If the grievance is properly appealed, the Superintendent or designee shall have ten (10) days in which to investigate, hold hearings and submit a written response to the grievant. In all cases the Superintendent shall meet with the grievant within ten (10) days to discuss and attempt to resolve the grievance. The written response shall include reasons for the decision.

D. Level Four - Board of Trustees

If the grievance has not been resolved at Level Three, the decision of the Superintendent may be appealed to the Board of Trustees for consideration within five (5) days of the receipt of the Level Three decision. The appeal shall be in writing and shall be accompanied by the decision at Level Three.

The Board, or a committee thereof, shall meet with the grievant at a special meeting or at its regularly scheduled meeting. The District shall have at least five (5) days prior to the regularly scheduled meeting to place the grievance on the Board agenda. Either the administration or the Association may call witnesses and submit evidence as well as present argument during this hearing. The decision reached in Level Four shall be issued in writing to the grievant no later than ten (10) days following the Level Four meeting and shall include reasons for the decision.

E. Level Five - Arbitration

1. Submission to Arbitration

If the grievant or the Association is dissatisfied with the disposition of the grievance at Level Four, the grievance, only at the option of the Association, may be submitted to arbitration. The Association shall exercise this right by giving written notice to the superintendent within five (5) days of the decision at Level Four.

2. Selection of the Arbitrator

Upon submission of a grievance to arbitration under the terms of this procedure, one of the parties shall, within five (5) after the request to arbitrate, request the Board of Personnel Appeals to provide both parties with an identical list of names and addresses of five (5) persons who have indicated a desire to provide services as arbitrators. The Association and a representative from the Superintendent's Office shall, within five (5) days of the receipt of such lists, meet and by alternately striking names from the list, select the arbitrator by requesting the services of the last name remaining on the list.

3. Decision of the Arbitrator

The arbitrator shall be requested to render a decision within thirty (30) calendar days of the close of the hearing and such decision shall be final and binding upon both parties. The arbitrator shall have no authority to alter, vary, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. The arbitrator's decision shall be based on the specific provisions of this Agreement. The arbitrator shall notify both parties of his/her decision in writing.

F. Jurisdiction of the Arbitrator

1. Scope

The arbitrator shall decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator. The arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

However the arbitrator is required to rule on any arbitrability issue prior to any consideration for a ruling of the merits of the grievance.

## 2. Enforcement

The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award. Each party shall bear its own expenses in connection with court review.

## 3. Expenses of Arbitration

Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case to arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, if only one party orders a copy of the transcript that party shall pay for such copy.

### **10.5 Exceptions to Timelines:**

Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, may, however, be extended by mutual agreement.

Failure of the grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and the District's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

### **10.6 No Reprisals:**

No reprisals of any kind will be taken by the Board against any person because of participation in this grievance procedure.

### **10.7 Access to information:**

The School District is a public agency and as such the association will have access to all public documents, as provided by statute.

### **10.8 Personnel Files:**

All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and will be confidential to anyone other than the parties.

### **10.9 Election of Remedies and Waiver:**

Once the grievant or the Association has filed any complaint or other action with any county, state, or federal agency, tribunal or other legal forum seeking the same remedy all rights to file or pursue a

grievance under this Article shall be forever waived. All provisions of this article shall be in accordance with MCA 39-31-306 (5).

## **ARTICLE XI - EVALUATION**

### **11.1 The Evaluation Process:**

All employees should be observed and evaluated at least once each year by their building principal or department supervisor.

The employee's signature on the evaluation form indicates only that the employee has reviewed and discussed the evaluation with the immediate supervisor. Each employee shall receive a copy of the evaluation. After the formal evaluation form has been received, an employee may submit a written rebuttal which shall be attached to the employee's formal evaluation and placed in the personnel file. If an evaluation is not considered positive the employee may appeal the evaluation to the Labor-Management committee for review. It is understood that if no evaluation is done, it is considered a positive evaluation.

### **11.2 Conditions of Evaluation:**

All monitoring and observation of the employee's performance shall be conducted openly and may be utilized by the supervisor as part of the total assessment of the employee's ability to meet the expectations of the position.

### **11.3 Unsatisfactory Performance by an Employee:**

Unsatisfactory performance noted by the supervisor(s) in observations should be reported to the employee as soon as possible. When unsatisfactory performance is noted on an employee's evaluation, the supervisor(s) shall provide written suggestions for improvement. The employee's failure to remedy the unsatisfactory performances may result in disciplinary action.

## **ARTICLE XII - TRANSFERS AND LAYOFF**

### **12.1 Seniority:**

A. For purposes of this Agreement, seniority will be defined as the total number of hours of continuous employment within the bargaining unit. Seniority will continue to accrue during paid leaves of absence, FMLA leave and up to one year while on worker's compensation. If more than one employee has the same date of hire, seniority ranking shall be determined by drawing lots.

B. Seniority shall terminate upon discharge for cause or voluntary severance of employment. When employees are laid off due to a reduction in force, the employee shall retain his/her seniority status for a period of two (2) years.

C. By January 30 of each year, the district will provide the Association with a list showing the seniority of each employee in the bargaining unit. The district will have a current list available at the personnel office which will be available for inspection during regular working hours.

Assignments, Transfers, Vacancies and Exchanges.

Para Educator positions within the District may be filled by increasing work hours, reassignment within a building, voluntary or involuntary transfer, advertised vacancy and/or through exchange. Procedural process for filling positions within the District is as follows: 1) Building principal/supervisor will review requests for increasing hours or reassignment within the building. 2) Transfers will be reviewed. 3) Position will be filled through a selection process that includes applicants from outside the District. Prior to filling a bargaining unit vacancy announcement, the personnel office will review the active voluntary transfer requests and/or voluntary work hours increase requests for possible transfer(s) or increases. It is understood that the personnel needs of the district must supersede the needs of the individual in regard to selection of individuals to fill any bargaining unit position. Should a bargaining unit member who submitted the appropriate request for consideration to a position, not be granted that position, then the bargaining unit member may submit a written request to the Personnel Office for clarification of why the request was not granted and the Personnel Office will provide the clarification.

A. Assignments:

For the purpose of this article “assignment” shall be defined as the duty category the Para Educator has been assigned within a particular building. Para Educators assigned to student services are to be considered as one building; also Para Educators assigned to school aged child care (SACC) are to be considered as one building.

The assignment of Para Educators shall be made by the Superintendent or the Superintendent’s designee. Para Educators wishing a change of assignment shall provide written notification to their building principal/supervisor or student services administrator by September 15<sup>th</sup> of each year. The District administration shall determine which Para Educator within a building is best qualified for the assignment. If qualifications are determined to be equal then seniority will prevail.

B. Transfers

“Transfer” shall be defined as an administratively initiated change of personnel to another building within the district. Para Educators assigned to student services are to be considered as one building; also Para Educators assigned to school aged child care (SACC) are to be considered as one building.

The Board and Association both agree that voluntary and involuntary transfers may be both necessary and desirable to fulfill the District’s educational goals and policies.

C. Voluntary Transfers

Bargaining unit members wishing to voluntarily transfer to another building shall initiate a request in writing with the Personnel Office and their immediate supervisor and if appropriate the student services supervisor. The written request must be specific as to building preference, classification and hours. These written requests will be valid for transfer consideration for a period of one calendar year. Consideration will be given to transfer requests as assignments are made and openings occur. Transfer requests received after a specific position is posted will not be considered for that specific position and the employee must complete the application process for a vacancy if they wish to be considered for that position. The decision to grant a voluntary transfer must be mutually acceptable to the District and the individual requesting the transfer. The District will consider skills, ability, training, appropriate experience, the needs of district and seniority for voluntary transfer requests. If skills, ability, training, and experience are equal, seniority will be the determining factor.

#### D. Involuntary Transfers

The Board and Association agree that involuntary transfers should be held to a minimum. Management will consider extra-ordinary circumstances as part of the decision-making process. Before any bargaining unit member is subject to an involuntary transfer, the district shall solicit qualified volunteers from employees in the affected building(s). Should no volunteers be found, the least senior qualified employee will be transferred. Qualified as used in this section shall be defined as meeting the minimum qualifications of the open position.

#### E. Voluntary Work Hours Increase

Para Educators working less than eight (8) hours per day, who desire an increase in their work hours in the same building, shall initiate a request in writing to their building administrator and/or their immediate supervisor and if appropriate the student services administrator at the beginning of each school year. In addition, Para Educators working less than eight (8) hours per day, who desire an increase in their work hours and would be willing to travel between buildings, shall initiate a request in writing to the Personnel office at the beginning of each school year. Consideration will be given to work hours increase requests as openings occur and assignments are made. The Association acknowledges that the personnel needs of the School District must supersede the personal needs of any applicant.

#### F. Vacancies

Vacancies shall be defined as the existence of a District-determined need to obtain additional staff resulting from unfilled assignments within the District.

Postings will include: Classification of position or job title, minimum qualifications and location(s) of vacancy.

Bargaining unit members who have not submitted an appropriate request for a position prior to the position being posted who wish to apply for the posted vacancy shall make application during the defined recruitment period.

Where specific training, experience, or other qualifications are prerequisites, such considerations shall be stated in the vacancy notice.

In each instance, following the application deadline date, existing staff shall be extended first consideration. First consideration is defined as the opportunity to complete all competitive screening and testing tasks required of non-member candidates and automatic selection for an interview.

The employer will make an effort to fill all bargaining unit positions with a bargaining unit member if the applicants are determined to be equally qualified through the selection process utilized for the position. Where two or more bargaining unit employees are determined to be equally qualified, seniority will be the determining factor.

The Association acknowledges that the personnel needs of the School District must supersede the personal needs of any applicant.

The District, when possible, will maximize the number of full-time positions and limit the number of part-time positions.

## Posting Available Positions.

All Para Educator positions that may be filled by the procedures outlined in Article 12.2 or through the application process will be posted for a period of five (5) working days, except if a vacancy occurs ten (10) working days prior to or after the first day of school. Vacancies occurring within this period will be filled in a manner which best meets the immediate needs of the district and are not subject to the provisions of this Article.

Posting consists of placing the position on the District website and sending the posting notice via electronic mail to one HEA representative at each building as designated by the Association President. Problems associated with posting positions should be brought to the attention of the Association President. The District may generate and distribute a general recruitment posting to media and other sources for recruitment of a pool of potential applicants from outside the District for possible employment.

The District and Association recognize the importance of workplace continuity, as well as the fact that existing staff may best qualify for and desire a position becoming available during the school year. It is also recognized that the most prudent method of filling vacancies may occur at the beginning of the next school year.

If an existing bargaining unit member is selected to fill a vacancy, it shall be so announced. The administration, however, shall determine when the staffing change shall occur. A temporary replacement may be utilized to complete the remainder of the school year in the initial vacancy. The successful, in-District applicant shall assume the duties of the initially advertised position no later than the beginning of the ensuing school year.

## H) Exchange

The District recognizes the value that a change of assignment may provide to a bargaining unit member and to the District. The potential for improved services, personal development, training and the opportunity to expand and explore areas of interest are factors that could be reasons to participate in an exchange. A reasonable effort shall be made to return the members to the assignments held immediately prior to the exchange. Members that do exchange may mutually request by May 1 that the exchange be made permanent upon administrative approval.

Para Educators who would like to exchange assignments for one year shall submit requests to their principals/supervisors by May 1. The principals/supervisors shall review the requests, conduct interviews, and forward recommendations to the Personnel Office for a final decision.

For the purposes of this Article bargaining unit members may grieve district assignment, involuntary transfer, vacancy, or exchange decisions only if a member's rate of compensation or degree of benefits is reduced as a result of district action, or if the procedures stipulated for involuntary transfer are not followed.

## **12.3 Layoff:**

If a reduction in the number of employees is required, employees will be laid off in the order of least seniority within job classification and building assignment. Employees to be laid off will be given at least 30 calendar days notice before the effective date of the layoff.

## **12.4 Recall:**



A. Whenever there is a vacancy in a bargaining unit position, laid-off employees who are qualified to perform the work in question will be recalled in order of seniority. No new employees shall be employed by the Board while there are employees on layoff, unless none of the employees on layoff is qualified to fill the position in question.

B. If a laid-off employee has been recalled to a position other than that held immediately prior to layoff, he/she will be eligible for transfer into his/her original position according to the provisions of this Article should that position be reinstated.

C. Notice of recall will be given by registered mail to the last address given to the Personnel Office by an employee. A copy of the notice of recall will be given to the Association. If an employee fails to respond within seven (7) calendar days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered.

D. An employee who is laid off will remain in the recall list for two (2) years after the effective date of layoff unless the employee

1. Waives recall rights in writing
2. Resigns
3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position
4. Fails to report to work in a position that he/she has accepted unless such employee is sick or injured. If an employee has temporary employment elsewhere, he/she will be allowed a reasonable amount of additional time (normally two weeks) before being required to report to work.

### **12.5 Recall Seniority/Pay Schedule:**

Para Educators who were laid off because reduction force and become reemployed by the School District within two (2) years of the date of the reduction in force will return to their previous level of seniority and placement on pay schedule

### **12.6 Layoff Benefits:**

A. During the period of layoff, the employee shall be entitled to continue participation in the health insurance program at their own expense.

B. All benefits to which employees were entitled at the time of their layoff will be restored to them upon returning to active employment and they will be placed on the proper step of the salary schedule for their current position according to their experience. This provision does not apply to accumulated vacation or sick leave for which an employee has received compensation.

## **ARTICLE XIII - LABOR MANAGEMENT COMMITTEE**

### **13.1 Labor Management Committee:**

Both the District and HEA embrace a problem-solving approach that will encompass a shared decision making process fostering trust and respect. The HEA and District will accept responsibility for the decisions achieved through the shared decision-making process. The District and HEA will strive to be

unbiased and truly look for solutions that will benefit students, employees and the community. The Employer and the Association agree to the establishment of a Labor-Management Relations Committee.

Section 2. Training regarding LMC's will be encouraged. The LMC will be composed of six people who include the HEA President and the District Superintendent or designees. Both the HEA President and the District Superintendent will appoint two other individuals to the committee.

Section 3. The Committee shall meet at a mutually agreed date, time and place.

Section 4. The bargaining unit Association members will receive paid release time to attend meetings when scheduled during normal work hours.

## **ARTICLE XIV - EFFECT OF AGREEMENT**

### **14.1 Complete Agreement:**

For the term of this Agreement no change shall be made in any provision of this Agreement unless by mutual consent of the parties hereto.

### **14.2 Interim Amendment:**

Changes or additions to this Agreement during its term may be negotiated only upon mutual agreement of the parties to this Agreement. Any agreed to changes or additions shall be made effective upon any date agreed upon by both parties. In order for any changes to be effective, they must be set down in writing and approved and signed by the Association and the Board.

### **14.3 Savings and Severability:**

In the event that any provisions of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

**ARTICLE XV - DURATION**

**15.1 Duration:**

This Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect until June 30, 2021.

Signatures:

**For the District:**



\_\_\_\_\_  
Luke Muszkiewicz, Board Chair

**For the Association:**



\_\_\_\_\_  
Kim Stout, President

Date June 28, 2019

## Appendix A: SALARY MATRIX

2019-2020							2020-2021						
EXP	Base	LEVEL 1	LEVEL 2	TITLE	1&TITLE	2&TITLE	EXP	Base	LEVEL 1	LEVEL 2	TITLE	1&TITLE	2&TITLE
0	\$11.93	\$12.23	\$12.93	\$12.23	\$12.53	\$13.23	0	\$13.00	\$13.30	\$14.00	\$13.30	\$ 13.60	\$ 14.30
1	\$12.49	\$12.79	\$13.49	\$12.79	\$13.09	\$13.79	1	\$13.61	\$13.91	\$14.61	\$13.91	\$ 14.21	\$ 14.91
2	\$13.05	\$13.35	\$14.05	\$13.35	\$13.65	\$14.35	2	\$14.22	\$14.52	\$15.22	\$14.52	\$ 14.82	\$ 15.52
3	\$13.61	\$13.91	\$14.61	\$13.91	\$14.21	\$14.91	3	\$14.84	\$15.14	\$15.84	\$15.14	\$ 15.44	\$ 16.14
4	\$13.98	\$14.28	\$14.98	\$14.28	\$14.58	\$15.28	4	\$15.24	\$15.54	\$16.24	\$15.54	\$ 15.84	\$ 16.54
5	\$14.36	\$14.66	\$15.36	\$14.66	\$14.96	\$15.66	5	\$15.65	\$15.95	\$16.65	\$15.95	\$ 16.25	\$ 16.95
6	\$14.73	\$15.03	\$15.73	\$15.03	\$15.33	\$16.03	6	\$16.06	\$16.36	\$17.06	\$16.36	\$ 16.66	\$ 17.36
7	\$15.10	\$15.40	\$16.10	\$15.40	\$15.70	\$16.40	7	\$16.46	\$16.76	\$17.46	\$16.76	\$ 17.06	\$ 17.76
8	\$15.48	\$15.78	\$16.48	\$15.78	\$16.08	\$16.78	8	\$16.87	\$17.17	\$17.87	\$17.17	\$ 17.47	\$ 18.17
9	\$15.85	\$16.15	\$16.85	\$16.15	\$16.45	\$17.15	9	\$17.28	\$17.58	\$18.28	\$17.58	\$ 17.88	\$ 18.58
10	\$16.22	\$16.52	\$17.22	\$16.52	\$16.82	\$17.52	10	\$17.68	\$17.98	\$18.68	\$17.98	\$ 18.28	\$ 18.98
11	\$16.60	\$16.90	\$17.60	\$16.90	\$17.20	\$17.90	11	\$18.10	\$18.40	\$19.10	\$18.40	\$ 18.70	\$ 19.40
12	\$16.97	\$17.27	\$17.97	\$17.27	\$17.57	\$18.27	12	\$18.50	\$18.80	\$19.50	\$18.80	\$ 19.10	\$ 19.80
13	\$17.34	\$17.64	\$18.34	\$17.64	\$17.94	\$18.64	13	\$18.90	\$19.20	\$19.90	\$19.20	\$ 19.50	\$ 20.20
14	\$17.72	\$18.02	\$18.72	\$18.02	\$18.32	\$19.02	14	\$19.32	\$19.62	\$20.32	\$19.62	\$ 19.92	\$ 20.62
15	\$18.09	\$18.39	\$19.09	\$18.39	\$18.69	\$19.39	15	\$19.72	\$20.02	\$20.72	\$20.02	\$ 20.32	\$ 21.02
16	\$18.46	\$18.76	\$19.46	\$18.76	\$19.06	\$19.76	16	\$20.12	\$20.42	\$21.12	\$20.42	\$ 20.72	\$ 21.42
17	\$18.84	\$19.14	\$19.84	\$19.14	\$19.44	\$20.14	17	\$20.54	\$20.84	\$21.54	\$20.84	\$ 21.14	\$ 21.84
18	\$19.21	\$19.51	\$20.21	\$19.51	\$19.81	\$20.51	18	\$20.94	\$21.24	\$21.94	\$21.24	\$ 21.54	\$ 22.24

### Job Classifications

Para-educators will receive a step increase each July 1 if they meet the following requirements: 1) Have completed their probationary period, 2) earned 12 hours of LMC approved non –district salaried training and 3) received a positive evaluation.

Para Educators shall be compensated for all hours of work authorized by their respective supervisor.

Para Educators who meet the Title 1, highly qualified requirements will earn an additional .30 cents an hour.

Level I Para Educators will earn an additional \$.30 an hour.

Level 2 Para Educators will earn an additional \$1.00 an hour.

#### Level 1 Definition:

The following Para Educator positions will be available for the Level 1 Stipend. Para Educators with regular and ongoing performance responsibilities (i.e. 50% or greater) that are directly related to student hygiene, seizure control, the medically fragile, feeding, lifting, and acts of physical aggression will be paid at the Level 1 rate. A proposed Level 1 distinction for any Para Educator position that is not specifically listed above, will be brought to the Labor Management Committee for consideration. If the Labor Management Committee cannot reach a consensus agreement on either approval or denial of the proposed distinction, then the District will make the final determination. The S.A.C.C. program (School Aged Child Care) employees will be placed in this category.

#### Level 2 Definition:

The following Para Educator positions will be available for the Level 2 Stipend: Behavior Interventionist, Sign Language Instructor/Interpreter, Braille Instructor/Interpreter, OT and or PT Assistants and any Para

Educator position that requires specific specialized training or certification that is not is not commonly found in the local labor market. A proposed Level 2 distinction for any Para Educator position that is not specifically listed above, will be brought to the Labor Management Committee for consideration. If the Labor Management Committee cannot reach a consensus agreement on either approval or denial of the proposed distinction, then the District will make the final determination.

#### Sign Language Interpreter Stipend:

The District shall provide a \$5.00/hour Stipend for Sign Language Instructor/Interpreter who have a 3.5 score or higher on the Educational Interpreter Performance Assessment (EIPA) and keep their certification current

If a Para Educator is employed in two different pay classifications [i.e. “Regular Para Educator” (2 hrs./day) and “Level 1 Para Educator” (3 hrs./day),] the Para Educator will be paid at the pay classification rate that comprises 50% or greater of the total work time assigned to the Para Educator. (In this example the Para Educator would be paid for all 5 hours at the Level 1 Para Educator rate.) If the time worked by a Para Educator in two different pay classifications is equal [i.e. Regular Para Educator-(3 hrs./day) and Level 1 Para Educator (3 hrs./day)] the Para Educator will be compensated at the higher classification pay rate.

When a Para Educator is involuntarily changed from a higher paying classification to a lower paying classification, the employee will continue to receive the higher pay for forty-five work days or until the end of the school year, whichever occurs first.