

Association of Belgrade Classified



Collective Bargaining Agreement

Between

Belgrade School District 44

And

***The Association of Belgrade Classified
(Representing the Paraprofessionals)***

Effective Between

July 1st, 2023 to June 30th, 2025

Revised 1-19-2023

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AGREEMENT

This Agreement is entered into by and between the Board of Trustees, Belgrade Public Schools, Gallatin County, Belgrade, Montana, hereinafter referred to as the "District", and the Association of Belgrade Classified, a unit of the MFPE hereinafter referred to as the "Association".

ARTICLE I – RECOGNITION

1.1 Association Recognition

The District hereby recognizes the Association as the exclusive representative of the employees for the purpose of collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment.

1.2 District Recognition

The Association and its representatives shall recognize the prerogatives of the District to operate and manage the affairs of the Belgrade School District to the full extent authorized by law and this Agreement.

ARTICLE II – DEFINITIONS

2.1 Appropriate Unit

The appropriate unit shall include the following positions: Paraprofessionals, PASS Coordinators, Special Education Paraprofessionals, Title 1 Paraprofessionals, Speech Paraprofessionals, Resource Paraprofessionals, Library Assistants/ Paraprofessionals, Pre-School Paraprofessionals, Study Hall Paraprofessionals, Classroom Paraprofessionals, Special Education Life Skills Paraprofessionals, ESL Paraprofessionals, Classified Academic Interventionist, Classified Behavioral Interventionist. If any of the positions listed above are retitled by the District, the retitled positions will remain part of the bargaining unit.

2.2 Exclusions

The appropriate unit will exclude all employees of the District not specifically included in Article 2.1, and all substitutes.

2.3 Employee

Other than in Article 2.2, and unless otherwise indicated, the term "employee" as used herein will mean employees of the District who are members of the appropriate unit as defined in this Agreement.

2.4 District

The term "District" will mean Belgrade School District #44, its Board of Trustees, agents, and representatives.

2.5 Association

The Association is the Association of Belgrade Classified, its officers, agents, and representatives, who are a unit of MFPE.

ARTICLE III – DISTRICT AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

3.1 Information

The District agrees to make available to the Association all public information as required by law. The Association will pay reasonable costs for this material. The District will make available to the Association a list of new hires that are included in the Association bargaining unit.

3.2 Use of School Facilities

The Association and its representatives, with the permission of the building principal, will have the right to use meeting rooms as long as such meetings do not interfere with other district activities. Use of meeting rooms must be scheduled in advance of the meeting and may only occur outside of the regular work day.

The Association will be allowed to use space on designated employee bulletin boards. Such use will be with the approval of the building principal of each school.

The Association will be allowed to use the inter-school mail system, email and the internet to communicate with members of the bargaining unit. The District will not be responsible if Association mail is inadvertently mis-delivered or not delivered.

The use of public time, facilities, equipment, supplies, or funds for an employee's private business purposes, or to solicit support for or opposition to any political committee, the nomination or election of any person to public office, or the passage of a ballot issue may not occur on any District property including the use of school facilities, meeting rooms, inter-school mail system, or any other uses of District property contemplated under this agreement.

3.3 Association Communication

The Association will be allowed use of a room in which to meet during a thirty (30) minute time slot during the Fall PIR Day as determined by the Curriculum Director. No other paraprofessional activities will be scheduled during that time, and employees who wish

to attend the Association's meeting during that time, are free to attend, or not, at their option.

3.4 Association Representative

Employees are entitled to their current rate of pay for District approved union events such as bargaining that are scheduled during an employee's normal work day or meetings wherein a member or the District requests the support of another member (i.e. Weingarten rights or grievance).

3.5 Management Rights

The Association recognizes and agrees the District is not obligated to meet and negotiate regarding matters of inherent managerial rights, including, but not limited to the following:

1. Directing employees;
2. Hiring, promoting, transferring, assigning, and retaining employees;
3. Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
4. Maintaining the efficiency of District operations;
5. Determining the methods, means, job classifications, and personnel by which District operations are to be conducted;
6. Taking whatever actions may be necessary to carry out the missions of the District in situations of emergency;
7. Establishing the methods and processes by which work is performed.

The Association recognizes the right of the District to create, implement, and execute policy as long as such policy does not specifically violate a provision of this agreement.

Nothing in this agreement will be construed to prohibit the District from exercising all management rights and prerogatives except those expressly waived in this agreement. The District reserves all rights to manage the District except those expressly waived by this agreement or limited by law.

ARTICLE IV – DUES AND PAYROLL DEDUCTIONS

4.1 Authorized Deductions

1. The District agrees to deduct membership dues from the pay of ABC members. It is the duty of the ABC to provide written authorization from members for this fee.
2. The amount of such dues shall be determined by the Association.

ARTICLE V – EMPLOYEE RIGHTS AND RESPONSIBILITIES

5.1 Safety and Well-Being

Employees have a right to a positive and productive working environment. Bullying, harassment, intimidation or physical harm is strictly prohibited and will not be tolerated. Assistance will be provided to employees to achieve that right.

5.2 Association Representation

Employees will be entitled, upon request, to have a representative of the Association present during any meeting the purpose of which is to investigate alleged employee misconduct, or to elicit facts or evidence and/or obtain admissions from the employee to determine whether discipline is warranted. Employees will additionally be entitled, upon request, to have a representative of the Association present during any hearing before the Board of Trustees, the purpose of which is to determine whether there is just cause for termination of employment. It will not be the responsibility of the District to ensure that employees are provided with representation under the above-described circumstances.

5.3 Employee Discipline, Dismissal, or Termination

Employees will be disciplined, suspended, reduced in rank or compensation, dismissed, or terminated with just cause. The District agrees to the concept of progressive discipline which includes:

1. verbal warning
2. written reprimand
3. suspension with pay
4. suspension without pay
5. Termination of employment.

Discipline will be implemented by the District at the level appropriate to the offense. A verbal warning will be documented by email.

A written warning will be signed by the supervisor and placed in the employee's personnel file.

Probationary employees may be disciplined during their probationary period with just cause, and may be terminated during their probationary period with or without cause. Non-probationary employees may be disciplined, dismissed, or terminated with just cause. For the purposes of this article, "just cause" means reasonable job-related grounds for discipline, dismissal, or termination, based on a failure to satisfactorily perform job duties, disruption of the employer's operation, or other legitimate business reason.

5.4 Personnel Files

The District will maintain a personnel file for each employee. The privacy of the contents of personnel files will be protected in accordance with Montana law. All material maintained in the personnel file will be related to the employee's work, position, salary, and/or employment status with the District. Employees will have the right to review the contents and receive a copy of any document contained in their personnel file. The District may charge a reasonable fee for copies. Prior to any disciplinary document being placed in an employee's file, the employee will be given an opportunity to review the document. The employee will have ten (10) calendar days following review of a disciplinary document to respond to the document in writing. A timely submitted response to a disciplinary document will be maintained in the employee's personnel file.

ARTICLE VI – CONDITIONS OF EMPLOYMENT

6.1 Training of Employees

Newly hired employees will be trained to perform the essential functions of their employment position. District policies, procedures, benefits, handbooks, and a copy of this agreement will be made available to employees via the District's website.

6.2 Assignments, Transfers, or Reassignments

1. Employee assignments will be determined by the District based on the needs of the District. The District may transfer or reassign employees to different employment positions in order to meet the needs of the District. Transfers or reassignments may be temporary or permanent. If an employee is permanently reassigned to an employment position for which they have not been trained, the employee will be trained to perform the essential functions of the new position. Paraprofessionals may not substitute for teachers without preapproval by the building principal. Schedule changes will not reduce hours.
2. Temporary transfers or re-assignments will not exceed ten (10) working days and will be filled by a qualified employee.
3. For staff not notified by the conclusion of the preceding school year, anticipated assignments for the coming school year will be available one (1) week prior to the first student day by contacting the district supervisor. Employees will be contacted regarding changes to the initial placement.

6.3 Filling in for Certified Staff

1. A Paraprofessional that is pulled from his/her regular duties for 45 minutes or more, to substitute for a certified position, will result in compensation of **\$8 per hour in addition to** his/her regular rate of pay. The paraprofessional will track his/her substitute hours through the time keeping system. The building administration are required to verify any coverages in excess of 45 minutes and voucher the appropriate time to be paid at the additional rate.
2. Paraprofessionals will be pulled to fill in for certified staff only after all other options (no substitute can be found after entering certified absence into sub system, combined classes are not possible or no other certified staff is available to fill in) have been exhausted.
3. Once a paraprofessional has been assigned to fill a certified position, the Building Principal/designee will check in with the assigned paraprofessional to assure that everything needed to fill this assignment is available. The paraprofessional will reach out to the Building Principal/designee if they need assistance. The Building Principal/designee will be available or will assign another professional to assist with any behavior issues that may arise.

6.4 Work Day

1. The schedule for employees scheduled to work a six (6) hour shift will include a non-paid half-hour duty-free lunch.
2. Employees whose schedule requires them to work for more than four (4) consecutive hours will normally receive a rest break of fifteen (15) minutes. Breaks must be taken in accordance with the flow of work, during times that minimize any impact on student services. Break times will be established with the employee's immediate supervisor. There may be special or unforeseen circumstances that result in an employee not receiving a rest break.
- ~~3.~~ Employee work shifts will have scheduled starting and ending times. On early release days, employees will attend district initiative and/or professional development sessions provided by the District.
4. Forty-eight (48) hour advanced notice will be given by the District to paraprofessionals for any additional district paraprofessional trainings.
5. Working Hours/Work Week (Flex Time) and Comp Time are available to paraprofessionals as referenced in the Classified Employee Handbook.

6.5 Work Year and School Calendar

The Association will be entitled to representation on the school calendar committee.

6.6 Inclement Weather

If schools are closed due to inclement weather or other unanticipated circumstances after the employees have reported for work, employees may be sent home prior to the end of their shift. Employees will be paid for the hours worked prior to school closure.

In the event roads are designated as "Emergency Travel Only" by the Montana Department of Transportation or the Governor, employees who are scheduled to work but are unable to report to work will notify the District by the quickest means possible. Employees will be allowed vacation leave for the hours not worked if the employee has vacation leave and has requested it at the time of notification.

ARTICLE VII – LEAVES AND ABSENCES

7.1 Vacation, Sick and Bereavement Leave

Employees will be entitled to vacation and sick leave benefits in accordance with Montana statute.

1. **Vacation Leave:** Vacation leave may be used on non-training PIR days, convention days and during Christmas Break, or Spring Break.

Employees may elect to receive a payout of vacation balances at the end of each school year, roll over their vacation balances into the next school year or roll over three (3) days and have the remaining balance paid out. This election will take place by May first (1st) of each year.

2. **Sick Leave:** For the purposes of sick leave, the term "immediate family" is defined as: the employee, spouse, the employee's or spouse's child (natural, foster, or step), brother, sister, parent, aunt, uncle, grandchildren and grandparents.
3. **Bereavement Leave:** Employees are entitled to utilize sick leave days for bereavement leave, subject to the same conditions and restrictions applicable to the use of sick leave.

7.2 Leave Without Pay (LWOP)

Employees will be entitled to two (2) days leave without pay during the school year as preapproved by the Building Principal. These two (2) days may be utilized without first

exhausting accrued vacation or sick leave. Leave without pay days will not accrue from year to year.

Additional leave without pay may be approved based on the nature of the circumstances that require the employee to ask for the leave. Approval of any additional leave without pay is at the discretion of the Superintendent.

7.3 Professional Development

The District will consider professional development requests to meet the needs of individuals and groups to more effectively perform their jobs. Requests from employees in special education should be directed to the Special Education Director. All other employee requests should be directed to the Curriculum Director.

7.4 Holidays

Full-time employees (35 hours or more per week for defined holidays) will be paid for the following listed holidays. Part-time employees will receive pro-rated pay for the following holidays:

1. Labor Day
2. Thanksgiving (Thursday and Friday)
3. Christmas (2 days, as determined by the Superintendent in January of each year for the subsequent school year)
4. New Year's (2 days, as determined by the Superintendent in January of each year for the subsequent school year)
5. Memorial Day

7.5 Limited Leave Days

Both the Association and the District recognize that quality instruction is best achieved with our regular paraprofessional staff, and acknowledge the importance of each instructional day. We agree that being present during these times is critical.

1. Vacation Leave days may not be taken during the first five or last five instructional days of the school year.
2. Vacation Leave days may not be taken the work day immediately preceding or following a holiday, vacation, or extended school break as defined by the District calendar.
3. Extenuating circumstances requiring the use of vacation leave during these days must be submitted via a written request (i.e. email) to the Building Principal, Superintendent and Human Resources Director with as much advance notice, as possible, for consideration of approval. The Superintendent or Human Resources Director will approve or deny the leave. The request must specifically state why the employee wishes to use his/her vacation leave days.

ARTICLE VIII – COMPENSATION AND FRINGE BENEFITS

8.1 Pay

Pay Matrix: Employees will be paid according to the pay matrix agreed upon by the Association and the District. Placement on the pay matrix will be based upon job title and experience (Appendix A).

Creditable Service: The District may consider prior work experience in determining initial placement on the pay matrix. A maximum of five (5) years may be awarded for prior work experience.

Premium Pay: Paraprofessionals in pay grade 1 may be eligible for premium pay if so directed by the immediate supervisor. This specific type of premium pay is to be recorded and paid out in (1) hour increments.

- Premium Pay will be granted when working with Special Education students and performing such duties as: Diaper changing, tube feeding, assisting with significant medical events, and assisting students experiencing intense behavioral escalation.

8.2 Health Insurance

Employees are entitled, at their option, to participate in the District's health insurance plan. The District will contribute towards the health insurance premium for each participating employee in accordance with Appendix B. In the event the above amount exceeds the monthly premium for the plan chosen by an employee, the District's contribution will be equal to the monthly premium amount, and the District will be entitled to retain the excess amount. The employee will be responsible for paying the remainder of the applicable monthly premium, if any. Such payment will be made through payroll deduction. Employees choosing not to participate in the District's health insurance receive no benefit under this Article 8.2.

The District's sole obligation under this Article 8.2 is to pay to the insurance carrier the appropriate premium, contributions and withholdings. The District is not the insurance provider and will not be liable for any claims, for non-payment for claims, or failure to provide coverage of benefits.

The Association will have representation on the District's Insurance Committee.

8.3 Section 125 Flex Plan

Employees are entitled to participate in the District's Flexible Benefit Plan established under Section 125 of the IRS Code.

ARTICLE IX – JOB CLASSIFICATIONS AND JOB SECURITY

9.1 Job Categories

Full-time Employee:

An employee who is employed for at least thirty-five (35) hours per week.

Part-time Employee:

An employee who is employed for less than thirty-five (35) hours per week.

Probationary Employee:

An employee employed in a fiscal year/12-month position is probationary for 12 consecutive calendar months from their first day of work with the District. An employee employed in a school year/10-month position is probationary for 10 consecutive calendar months from their first day of work with the District. During the probationary period, the employee may be terminated with or without cause.

9.2 Job Descriptions

Each position will have a written job description.

9.3 Predominant and Additional Duties

Employees will be expected to perform the duties set forth in the job description for their position but may also be assigned additional duties by the building Principal or Superintendent, including, but not limited to, crossing guard, recess/playground duty, bus duty, lunch aide, and study hall monitor. Assigned additional duties will constitute less than half of the duties performed by an employee during a typical work week. Additional duties assigned on a permanent basis will be incorporated into the employee's job description. Additional duties assigned on a temporary basis will not be incorporated into the employee's job description.

Employees will be paid for performance of additional duties assigned by the building Principal or Superintendent at the same rate of pay as they are paid for performing their predominant duties (those duties they were performing before being assigned additional duties).

Additional duties referenced in this article will not constitute bargaining unit work when performed by an employee of the District who is not a member of the bargaining unit.

9.4 Reduction in Force

In the event the District determines there is a need to eliminate programs and/or employment positions because of changes in the size or nature of the student population, financial considerations, needs of a student or students, or other reasons deemed relevant by the District, the provisions of this section will apply.

Layoff

The District will determine which employees to dismiss under this article through consideration of the following criteria:

- Needs of the Students: The needs of any one student or any group of students will be taken into consideration when determining order of layoff.
- Job Performance: Employee job performance will be taken into consideration, as determined by review of the employee's job performance evaluations.
- Versatility of the Employee: Preference will be given to employees with experience performing duties required by more than one employment position covered by this agreement.
- Education, Training, and Work Experience: Preference will be given to employees with greater levels of education, and/or training and work experience relevant to their current position of employment.
- Years of Experience: The number of the employee's years of experience within the bargaining unit.

Notice

Employees are entitled to written notice of layoff at least twenty (20) working days prior to the effective date of the layoff. Alternatively, the District may provide less than twenty (20) working days' notice by making payment to the employee of the equivalent of two weeks' pay. The amount of pay provided will be determined by multiplying the employee's rate of pay times the number of hours typically worked by the employee during a two-week period. All amounts paid under this paragraph will be deemed salary and will be subject to all usual withholdings.

Recall Procedure

1. Employees will be recalled to vacant positions via application of the above criteria. Recall may not necessarily occur in the same order as layoffs occurred.

2. When placed on layoff, an employee will maintain a current address with the District, and if a position becomes available for an employee on layoff, the District will provide written notice by Registered Mail, Return Receipt Requested.
3. An employee who wishes to accept reemployment will do so in writing. Written acceptance must be submitted to the District within 7 calendar days of the employee's receipt of the notice from the District, as determined by postmark.
4. Upon receipt by the District of the employee's written notice of acceptance of reemployment, the District may require the employee to report to work at the District's discretion, unless the employee requests sufficient time to give two weeks' notice to their current employer, in which case the District may require the employee to report to work no sooner than 15 days following receipt of written notice of acceptance of reemployment.
5. An employee's failure to maintain a current address with the District will relieve the District of providing recall rights to the employee. In the event that an employee receiving notice of an open position declines reemployment or fails to accept reemployment in writing within 7 calendar days of receipt of notice from the District, the employee will be deemed to have waived all recall rights under this agreement.
6. Recall rights as addressed herein will apply to all vacant positions covered by this agreement, provided that such position is for at least 4 hours per day.
7. Recall rights will automatically cease 6 months from the last day of work in the bargaining unit for the School District and no further rights to reinstatement will exist.

District Authority

The parties agree the District will have at all times the authority to determine the number of employees, the authority to establish and prioritize programs and student services, and the right to reduce staff.

ARTICLE X – GRIEVANCE PROCEDURE

10.1 Definitions

- A. A grievance is a claim by the grievant that there has been a violation or misinterpretation of the terms of the Agreement or District policies.
- B. A grievant is an employee, or group of employees, or the Association.
- C. Days shall mean calendar days, except as otherwise indicated.

10.2 Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting the wellbeing or terms and conditions of employment. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the building principal, and having the grievance adjusted without intervention of the other parties, provided the adjustment is consistent with terms of the adopted policies of this District or agreement with the Association.

10.3 Procedure

- At each level any action taken will be in writing and will be communicated to the other parties.
- Upon settlement of the grievance, a completed and signed grievance report form (Appendix C) shall be sent to all parties by the aggrieved person.
- Failure to abide by time constraints set forth below will be considered as waiver of the grievance unless the time limits are extended by mutual agreement.

A. Level I – Building Principal

The grievant, within twenty-one (21) days of the occurrence of the act or condition which is the basis of the complaint, or within twenty-one (21) days of circumstance under which the grievant knew, or should reasonably have known of, the act or condition which is the basis of the complaint, shall present the grievance in writing to the building principal.

The written grievance must include a statement of the grievance, which article(s) are in dispute, and the requested remedy.

The building principal will arrange for a meeting with the grievant to take place within seven (7) days after receipt of the grievance. The building principal shall provide the grievant with a written answer to the grievance within seven (7) days after the meeting.

B. Level II – Superintendent

If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance may be referred to the Superintendent. The

Superintendent shall arrange for a meeting with the grievant to take place within seven (7) days after receipt of the referral. Upon conclusion of the meeting, the Superintendent shall have seven (7) days to provide the grievant with a written decision.

C. Level III – School Board

If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within seven (7) days after presentation of the grievance, the grievant may appeal the grievance to the Board of Trustees within fourteen (14) days from the issuance of the Superintendent's decision at Level II. The Board shall meet and consider the appeal from the decision of the Superintendent within twenty-one (21) days after receipt of the appeal. Upon conclusion of the meeting, the Board shall have fourteen (14) days to provide the grievant a written response.

D. Level IV - Arbitration

If the Association is not satisfied with the disposition of the grievance at Level III, or if no disposition has been made within the time period provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty-one (21) days after it has received the decision at Level III. If any questions arise as to arbitrability, such questions will be ruled upon by the arbitrator prior to any scheduled hearing.

After notice of submission to arbitration, the Association shall request from the Montana Board of Personnel Appeals, a list of qualified arbitrators. Within fourteen (14) days of receipt, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.

The arbitrator shall consider the grievance and render a decision within sixty (60) days of the hearing or final submission of briefs, whichever is later. The arbitrator's decision shall be final and binding upon the parties.

10.4 Arbitration Costs

The fees and expenses of the arbitrator shall be shared equally by ABC and the District. If one of the parties desires a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs for the transcript. If both parties request a transcript, they shall share equally in the cost.

10.5 No Reprisals

No reprisals of any kind shall be taken by the District or by any member of the administration against any party in interest, or any other participants in the grievance procedure by reason of such participation.

10.6 Cooperation of Parties

The District, the administration, the Association and the employee will cooperate with the other in its investigation of any grievance, and further, will furnish the other such information as is requested for processing of any grievance.

10.7 Election of Remedies

If the employee or the Association files a complaint or cause of action in any other venue that seeks the same remedy, or is of the same subject matter as the grievance, the employee and the Association shall have waived the right to initiate a grievance, or if the grievance is pending, the grievance shall be withdrawn.

10.8 Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator's decision will be based upon the specific provisions of this Agreement. This arbitration provision shall be solely for grievances arising under this Agreement.

ARTICLE XI – EVALUATIONS

11.1 Evaluations

Employee job performance will be evaluated annually by the Building Administrator with input from the classroom teacher and in consultation with the Director of Special Education and Title I Supervisor, as appropriate. The evaluation document will identify job responsibilities and performance objectives and measure actual performance based on these criteria. The District will have the discretion to evaluate employees formally or informally more than once per year if deemed necessary by the District. Deficiencies in job performance will be identified in the written evaluation and may result in the employee being placed on a plan of improvement or corrective action plan, and/or may subject the employee to discipline when warranted by the circumstances.

11.2 Rebuttals

Following completion of their evaluation, employees will be given an opportunity to review the written evaluation and will have ten (10) working days thereafter to provide a written rebuttal to the evaluation. A timely submitted written rebuttal will be attached to the written evaluation and placed in the employee's personnel file.

ARTICLE XII – EFFECT OF AGREEMENT

12.1 Scope of Agreement and School Board Policy

The parties agree that the terms and conditions set forth herein constitute the entire agreement of the parties as to wages, hours, fringe benefits, and other conditions of employment, and that said terms and conditions supersede all prior oral or written agreements between the parties, and all past practices of the District arising from or related to the employment relationship between the employees and the District. Both parties acknowledge that they had full opportunity during negotiations for this agreement to make any demands or proposals regarding wages, hours, fringe benefits, and other conditions of employment, and the parties therefore agree there is no obligation on the part of either party during the specified term of this agreement to bargain collectively with respect to any matter, whether included or not included in this agreement. Any term or condition of employment not addressed herein shall be governed by District policy.

12.2 No Strike Clause

The parties agree that, during the term of this agreement, the school program will not be interrupted by the Association or the employees, who will not participate in, encourage, or support any interruption of the provision of educational services, including, but not limited to, strikes, picketing, or work slowdowns. Violation of this provision may subject individual employees to discipline. The parties agree further that, during the term of this agreement, the Board will not participate in or initiate a lock-out.

12.3 Changes in Agreement

The terms and conditions set forth herein may be altered or amended only by mutual written consent of the parties hereto.

12.4 Savings Clause

If any provision of this agreement or any application thereof to any employee is determined by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid to the extent required by such decision, but all other provisions or applications will continue in full force and effect.

ARTICLE XIII – TERM OF AGREEMENT AND SIGNATURES

13.1 Term of Agreement

The term of this agreement will be from the date the agreement has been signed by both parties until June 30, 2023. **Excluding Salary and Benefits, and Predominant Duty, which will be for the duration of one year.**

13.2 Renewal and Reopening of Agreement

Either party may give notice to the other prior to expiration of this agreement of their intent to reopen this agreement and negotiate over the terms or conditions set forth herein. In the event a successor agreement is not reached prior to expiration of this agreement, all provisions of this agreement will remain in full force and effect until a successor agreement is reached. In the event neither party gives notice to the other prior to the expiration of this agreement of their intent to reopen and renegotiate the terms and conditions set forth herein, this agreement shall automatically renew for a period of one fiscal year, beginning on July 1, and expiring on June 30.

13.3 Signatures

This Agreement is signed and becomes effective this **10th** day of **April**, in the year of **2023**.


ASSOCIATION OF BELGRADE CLASSIFIED


Joyce Anderson, ABC Co-President


Emily Foust, ABC Co- President

BELGRADE SCHOOL DISTRICT


Frank Stock, Board Chair


Carrie Fisher, Clerk of District

**APPENDIX A
 PARA PAY MATRIX SCHEDULE
 2023-2024**

\$2.50 above Grade 1

Step	Grade 1	Grade 2	
2	\$15.50	\$18.00	Grade 1
3	\$15.85	\$18.35	Library Paraprofessional
4	\$16.20	\$18.70	Study Hall Paraprofessional
5	\$16.60	\$19.10	Academic Interventionist
6	\$17.00	\$19.50	Title I Paraprofessional
7	\$17.40	\$19.90	PASS Coordinator
8	\$17.85	\$20.35	ESL Para
9	\$18.30	\$20.80	Special Education Paraprofessional
10	\$18.75	\$21.25	
11	\$19.20	\$21.70	Grade 2
12	\$19.70	\$22.20	Behavior Interventionist
13	\$20.20	\$22.70	Special Ed. Life Skills Paraprofessional
14	\$20.70	\$23.20	Special Ed. Behavioral Paraprofessional
15	\$21.20	\$23.70	Pre-K Paraprofessional
16	\$21.75	\$24.25	
17	\$22.30	\$24.80	
18	\$22.85	\$25.35	
19	\$23.45	\$25.95	
20	\$24.05	\$26.55	
21	\$24.65	\$27.15	
22	\$25.30	\$27.80	
23	\$25.95	\$28.45	

**APPENDIX A
 PARA PAY MATRIX SCHEDULE
 2024-2025**

**Contingent on the passage of the May 2023 general fund mill levy at both HS and Elementary*

Step	\$2.50 above Grade 1		
	\$0.75/cell Grade 1	Grade 2	
2	\$16.25	\$18.75	Grade 1
3	\$16.60	\$19.10	Library Paraprofessional
4	\$16.95	\$19.45	Study Hall Paraprofessional
5	\$17.35	\$19.85	Academic Interventionist
6	\$17.75	\$20.25	Title I Paraprofessional
7	\$18.15	\$20.65	PASS Coordinator
8	\$18.60	\$21.10	ESL Para
9	\$19.05	\$21.55	Special Education Paraprofessional
10	\$19.50	\$22.00	
11	\$19.95	\$22.45	Grade 2
12	\$20.45	\$22.95	Behavior Interventionist
13	\$20.95	\$23.45	Special Ed. Life Skills Paraprofessional
14	\$21.45	\$23.95	Special Ed. Behavioral Paraprofessional
15	\$21.95	\$24.45	Pre-K Paraprofessional
16	\$22.50	\$25.00	
17	\$23.05	\$25.55	
18	\$23.60	\$26.10	
19	\$24.20	\$26.70	
20	\$24.80	\$27.30	
21	\$25.40	\$27.90	
22	\$26.05	\$28.55	
23	\$26.70	\$29.20	

\$1,500 Deductible - Major Medical - Pharmacy Max Out-of-Pocket \$1,650/.S3,300							
Deductible: \$1,500/\$3,000		Coinsurance: 80% - 20%		Out-of-Pocket Max: \$3,000/\$6,000			
23/22 Plan Year	Employee Health Cost	9 Month Employee Health Cost (12 month rate X 12) + 9	9 Month District Contribution	9 Month Total Health Cost	Employee Dental Cost BASIC-\$1500 9 Month Rate	Employee Vision Cost 9 Month Rate	Total 9 Month Employee Health, Basic Dental and Vision
\$1500 Deductible	12 Month Rate						
Employee	\$ 289.00	\$ 385.33	\$ 640.00	\$ 1,025.33	\$ 50.67	\$ 13.33	\$ 449.33
Employee/Spouse	\$ 877.00	\$ 1,169.33	\$ 881.33	\$ 2,050.66	\$ 100.00	\$ 28.00	\$ 1,297.33
Employee/Child(ren)	\$ 629.00	\$ 838.67	\$ 853.33	\$ 1,692.00	\$ 104.00	\$ 18.67	\$ 961.34
Employee+ Family	\$ 1,294.00	\$ 1,725.33	\$ 1,042.67	\$ 2,768.00	\$ 154.67	\$ 29.33	\$ 1,909.33

\$3,500 High Deductible Health Plan {HDHP} HSA Eligible							
Deductible: \$3,500/\$7,000		100% after Deductible		Out-of-Pocket Max: \$3,500/\$7,000			
\$3,500 High Deductible	Employee Health Cost	9 Month Employee Health Cost (12 month rate X 12) + 9	9 Month District Contribution	9 Month Total Health Cost	Employee Dental Cost BASIC - \$1500 9 Month Rate	Employee Vision Cost 9 Month Rate	Total 9 Month Employee Health, Basic Dental and Vision
	12 Month Rate						
Employee	\$ 173.00	\$ 230.67	\$ 640.00	\$ 870.67	\$ 50.67	\$ 13.33	\$ 294.67
Employee/Spouse	\$ 645.00	\$ 860.00	\$ 881.33	\$ 1,741.33	\$ 100.00	\$ 28.00	\$ 988.00
Employee/Child(ren)	\$ 437.00	\$ 582.67	\$ 853.33	\$ 1,436.00	\$ 104.00	\$ 18.67	\$ 705.34
Employee+ Family	\$ 981.00	\$ 1,308.00	\$ 1,042.67	\$ 2,350.67	\$ 154.67	\$ 29.33	\$ 1,492.00

\$6,000 High Deductible Health Plan (HDHPI HSA Eligible)							
Deductible: \$6,000/\$12,000		100% after Deductible		Out-of-Pocket Max: \$6,000/\$12,000			
\$6,000 High Deductible	Employee Health Cost	9 Month Employee Health Cost (12 month rate X 12) + 9	9 Month District Contribution	9 Month Total Health Cost	Employee Dental Cost BASIC - \$1500 9 Month Rate	Employee Vision Cost 9 Month Rate	Total 9 Month Employee Health, Basic Dental and Vision
	12 Month Rate						
Employee	\$ 96.00	\$ 128.00	\$ 640.00	\$ 768.00	\$ 50.67	\$ 13.33	\$ 192.00
Employee/Spouse	\$ 491.00	\$ 654.67	\$ 881.33	\$ 1,536.00	\$ 100.00	\$ 28.00	\$ 782.67
Employee/Child(ren)	\$ 310.00	\$ 413.33	\$ 853.33	\$ 1,266.66	\$ 104.00	\$ 18.67	\$ 536.00
Employee+ Family	\$ 773.00	\$ 1,030.67	\$ 1,042.67	\$ 2,073.34	\$ 154.67	\$ 29.33	\$ 1,214.67

Dental Coverage Enhanced Plan Option	
\$2500 Per person on the plan (Additional \$1000 in plan coverages)	
Employee	\$ 57.33
Employee/Spouse	\$ 113.33
Employee/Child(ren)	\$ 117.33
Employee+ Family	\$ 174.67

Employees who have insurance come out of 9 paychecks will pay a higher premium over those 9 months in order to cover the employee and/or dependents through the 3 summer months.

9 month rates are set by using the 12 month rate multiplied by 12 (months) then divided by 9 (months).

APPENDIX C – GRIEVANCE FORM

Date: _____

Name of Grievant or Grievants:

Statement of Facts supporting grievance, including relevant dates, locations, and identities of witnesses:

Specific provisions of Agreement allegedly violated:

Particular relief sought:

Signature of Grievant

