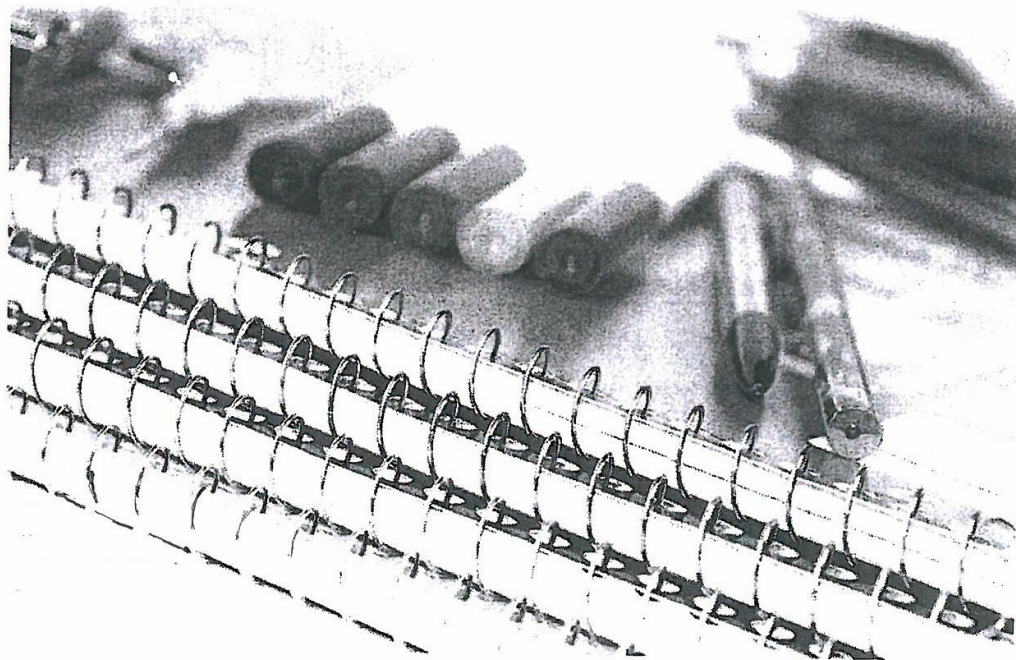


MASTER AGREEMENT

PARAPROFESSIONALS

HAVRE PUBLIC SCHOOLS
SCHOOL DISTRICT No. 16A
And
HAVRE PARAPROFESSIONAL
EDUCATIONAL ASSOCIATION

2022-2023



ARTICLE I: RECOGNITION	3
1.1 Association Recognition	3
1.2 Appropriate Unit Definition	3
1.3 Employee Definition	3
ARTICLE II: ASSOCIATION RIGHTS	3
2.1 Right to Organize.....	3
2.2 Pertinent Information	3
2.3 Association Business	4
2.4 Association Leave.....	4
2.5 Orientation and Training of Employees	4
ARTICLE III: EMPLOYEE RIGHTS.....	5
3.1 Appearances Before Employer	5
3.2 Just Cause.....	5
ARTICLE IV: DUES AND FEES, PAYROLL DEDUCTIONS	5
4.1 Dues Deduction Authorized	5
4.2 Other Payroll Deduction Possibilities	5
ARTICLE V: COMPENSATION	5
5.1 Basic Salary Schedule.....	5
5.2 Pay Dates	6
5.3 Holidays	6
ARTICLE VI: GRIEVANCE PROCEDURE.....	6
6.1 Definitions.....	6
6.2 Individual Rights	6
6.3 Procedure.....	6
STEP I. Immediate Supervisor	6
STEP II. Superintendent.....	7
STEP III. School Board.....	7
STEP IV. Binding Arbitration	7
6.4 Exceptions to Time Limits	8
6.5 Jurisdiction of the Arbitrator	8
6.6 No Reprisals	8
6.7 Cooperation of the Employer	8
6.8 Personnel Files	8
6.9 Election of Remedies.....	8
ARTICLE VII: PERSONNEL FILES	8
7.1 Files	8
7.2 Access	8
7.3 Complaints.....	9
7.4 Material	9
ARTICLE VIII: LAYOFFS AND RECALL	9
8.1 Board Discretion	9
8.2 Layoff Procedure	9
8.3 Seniority.....	9
8.4 Recall Procedure.....	9
ARTICLE IX: WORKING CONDITIONS	10
9.1 Definitions	10

9.2	Lunch Duty/Lunch Period.....	10
9.3	Breaks.....	10
9.4	Work Day, Work Week and Work Year.....	10
9.5	Substitutes	10
9.6	Bus Monitors	11
9.7	Hepatitis B	11
ARTICLE X: INSURANCE		11
10.1	Insurance Premiums	11
10.2	Limitations	11
10.3	Required Withholdings	11
ARTICLE XI: LEAVE.....		11
11.1	Leave Increments.....	11
11.2	Sick Leave.....	12
A.	Amount	12
B.	Use	12
C.	Reporting	12
D.	Sick Leave Donations.....	12
E.	Abuse of Sick Leave.....	13
11.3	Annual Vacation Leave.....	13
11.4	Maternity Leave.....	14
11.5	Jury Duty - As Witness or Subpoenaed.....	14
11.6	Extended Leave.....	14
11.7	Bereavement Leave.....	15
ARTICLE XII: VACANCIES		15
ARTICLE XIII: EFFECT OF AGREEMENT		15
13.1	Changes in Agreement	15
13.2	Savings Clause	15
13.3	Authority	15
13.4	Duplication and Distribution	16
ARTICLE XIV: MANAGEMENT RIGHTS.....		16
ARTICLE XV: DURATION OF AGREEMENT.....		16
APPENDIX A: COMPENSATION/SALARY SCHEDULE.....		18
APPENDIX B: GRIEVANCE REPORT FORM.....		20
APPENDIX C: SICK LEAVE DONATION FORM.....		21

THIS AGREEMENT is entered into this 16th day of August, 2022, by and between the Board of Trustees, of School District 16 and A, Havre, Hill County, Montana, hereinafter called the "Board" or "District," and the Havre Paraprofessional Education Association, Local # 7744 of the Montana Federation of Public Employees, hereinafter called the "Association" or "Union."

ARTICLE I: RECOGNITION

1.1 Association Recognition

The Board hereby recognizes the Association 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. The Board agrees not to bargain with or recognize any other organization purporting to represent the members of the appropriate unit for the duration of this Agreement or until such time as an election is conducted to determine a new representative group.

1.2 Appropriate Unit Definition

The appropriate unit shall consist of all employees performing paraprofessional duties including, but not limited to, library assistants, teacher assistants, and physical therapy assistants, but shall exclude those excluded by the Act (Title 39, Chapter 31, MCA), and shall exclude temporaries and substitutes who work less than thirty (30) consecutive work days.

Henceforth, all employees within this bargaining unit shall be referred to as paraprofessionals.

1.3 Employee Definition

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

ARTICLE II: ASSOCIATION RIGHTS

2.1 Right to Organize

The Association and the Board agree 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, the Association 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. The Association and the Board further agree that individual employees shall have the right to refrain from such activities.

2.2 Pertinent Information

The Board agrees to furnish to the Association upon request such information as is required by law.

2.3 Association Business

- A. The Association will be permitted use of available school facilities at reasonable hours provided such use does not interfere with or interrupt the prescribed working day or normal school operations. The Association will secure approval of the building principal prior to the anticipated use of the building.
- B. School equipment may be used by the Association at times when it is not being used for school purposes.
- C. All materials in items "1" and "2" above will be paid for at the actual cost by the Association.
- D. The Association may use bulletin board/mail boxes, and email, for official union business communications.
- E. It is recognized and affirmed by both parties of this agreement that the above rights and privileges may be revoked by formal School Board action when they deem it necessary to the best interest of the school district.
- F. The association officers wishing to present matters to the School Board will be treated as guests for agenda purposes and given an audience. The Association President will notify the Superintendent one week prior to the School Board meeting of their desire to meet with the Board and give a full written statement of the subject matter. The parties agree to comply with the applicable open meeting law requirements which include, but are not limited to, the requirement to 1) properly post items on the agenda and 2) recognize that some topics as determined by the Board Chair may require a closed session to protect an individual's right of privacy.

2.4 Association Leave

At the beginning of every school year, the Association shall be credited with five (5) days to be used by employees who are officers or agents of the Association, such use, without pay, to be at the discretion of the Association. The superintendent, or his/her designee will be notified no less than 24 hours prior to the commencement of such leave.

2.5 Orientation and Training of Employees

The School District will pay for School District required training for the employee. The School District will also pay the employees for time spent at School District required training. The employee will be paid his/her regular hourly rate for the hours spent at the training plus approved mileage and reasonable expenses such as room and board. For District required out of town training, employees will receive their daily regular hours of pay for each day not on the job site.

ARTICLE III: EMPLOYEE RIGHTS

3.1 Appearances Before Employer

An employee, at the employee's request, shall be entitled to have present a representative of the Association during any investigation meeting which the employee reasonably believes could result in disciplinary action.

3.2 Just Cause

The Employer shall have 90 calendar days after employing an individual to determine the individual's competency in the position covered by this Agreement, and during this probationary period, the Employer may terminate this employee at will. This 90 days shall constitute the probationary period.

No employee who has completed the probationary period shall be terminated or otherwise disciplined without just cause.

ARTICLE IV: DUES AND FEES, PAYROLL DEDUCTIONS

4.1 Dues Deduction Authorized

Upon written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for dues, as provided for in Section 39-31-203, M.C.A. Non-Association members may authorize the deduction of the representation fee in this same manner.

4.2 Other Payroll Deduction Possibilities

It is agreed that payroll deductions through the school district's business office will be available for group insurance programs, annuities, credit unions and other programs approved by the Board of Trustees. The School District will not contribute any premiums or money to such programs unless specifically negotiated.

ARTICLE V: COMPENSATION

5.1 Basic Salary Schedule

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

When a past employee returns to Havre Public School District 16 up to five (5) years of previous experience with the district may be recognized to determine his/her place on the salary schedule.

5.2 Pay Dates

The employer shall hold regular pay days twice each month on the days designated and published by the employer. If the district finds it necessary to change the pay dates, the union will be consulted.

5.3 Holidays

Employees will receive the following paid holidays if he/she is scheduled to work during the time in which the holiday occurs. The Employer may substitute a District Holiday for one of the listed Holidays:

New Year's Day	Good Friday	Easter Monday
Memorial Day	Labor Day	Thanksgiving
Friday after Thanksgiving	Christmas Eve	Christmas Day

ARTICLE VI: GRIEVANCE PROCEDURE

6.1 Definitions

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

6.2 Individual Rights

Nothing in the grievance procedure shall be construed to limit the grievant and the appropriate supervisor or administrator from informally discussing and adjusting any grievance as long as the Association is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

6.3 Procedure

STEP I. Immediate Supervisor

The grievant shall within twenty-one (21) days of the occurrence or of knowledge of the act or condition which is the basis of the complaint, present the grievance in writing, to the immediately involved supervisor.

The grievance shall be written on the appropriate grievance form (Appendix B) and shall include a statement of the grievance, which articles(s) are in dispute, and the requested remedy.

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

STEP II. Superintendent

If the grievant or the Association is not satisfied with the disposition of the grievance at Step 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 or superintendent's designee. The superintendent shall arrange for a hearing with the grievant to take place within seven (7) days after receipt of the appeal. Upon conclusion of the hearing, the superintendent will have seven (7) days to provide the grievant and the Association a written decision.

STEP III. School Board

If the grievant or the Association is not satisfied with the disposition of the grievance at Step II, or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance, within seven (7) days, may be referred to the Board of Trustees. The Chairman of the Board shall arrange for a hearing with the grievant to take place at the next regularly scheduled meeting. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant and the Association a written decision.

STEP IV. Binding Arbitration

If the Association is not satisfied with the disposition of the grievance at Step 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 Step III. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

After notice of submission to arbitration, the Association shall request from the Montana Board of Personal 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 decisions shall be final and binding upon the parties.

Costs associated with binding arbitration shall be shared equally by the Association and the District. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs for the transcriber. If both parties request transcripts, they shall share equally in the cost.

6.4 Exceptions to Time Limits

The time limits set forth in this Article may be changed by written agreement.

6.5 Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to, 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 for grievances only.

6.6 No Reprisals

No reprisals of any kind will be taken by the Board, the school administration, the Association or the employee against any persons because of participation in this grievance procedure.

6.7 Cooperation of the Employer

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

6.8 Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

6.9 Election of Remedies

Should the employee or the Association file into another arena the subject of a grievance, the employee and the Association shall waive the right to initiate a grievance, or if the grievance is pending, the grievance shall be deemed moot.

ARTICLE VII: PERSONNEL FILES

7.1 Files

The School Board shall keep only one personnel file for each employee. This file shall be kept at the district office. Any personal data of a statistical nature kept on computer need not be incorporated into the official personnel file.

7.2 Access

Persons authorized to have access to personnel files are limited to administrators, board members, the employee or written authorized agents of the administrator, board member, or employees. It is understood that confidential secretaries will have access to personnel files to perform routine clerical duties. Employees shall have the right, upon request, to review the contents of their personnel files and to receive, at employee expense, a copy of any documents

contained therein. An Association representative, at the employee's request, may be present in this review.

7.3 Complaints

Any complaint(s) regarding any employee made by any teacher, parent, student, or other person who may be used in any manner in the evaluation or disciplining of an employee shall be called to the attention of the employee and promptly investigated. The parties further agree that nothing in this Article shall stop the school district from first reporting the complaint(s) to the County Attorney, Sheriff or the Social Welfare offices and from following the directions of the County Attorney, Sheriff or the Social Welfare Office. The employee shall be given an opportunity to respond to such complaint.

7.4 Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless it is signed by the author, and unless the employee has had a timely opportunity to read the material and time to respond to it.

ARTICLE VIII: LAYOFFS AND RECALL

8.1 Board Discretion

The School Board in its sole discretion shall determine the level of services, and/or the quality of services to be provided by the Board. In the event that the Board determines that a lay-off of non-probationary employees is necessary, it agrees to the following procedure:

8.2 Layoff Procedure

The least senior employee within each job category shall be laid off.

8.3 Seniority

For purposes of this Article, seniority shall accrue from the first day of work following the last date of hire and shall be calculated in days. Seniority will not be broken by unpaid leaves of absence, but such time will not be counted in computing seniority. When seniority is equal between or among employees, ranking of those employees shall be determined by the drawing of lots.

8.4 Recall Procedure

- A. Whenever there is a vacancy in a bargaining unit position, laid off employees will be recalled in order of seniority within each job category.
- B. Notice of recall will be given by registered mail to the last address given to the Board by an employee. A copy of the notice of recall will be given to the Association. If an employee

fails to respond within ten (10) calendar days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered.

- C. An employee who is laid off will remain on 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 or she has accepted unless such an employee is sick or injured. If an employee has temporary employment elsewhere, he or she will be allowed a reasonable amount of additional time before being required to report to work.

ARTICLE IX: WORKING CONDITIONS

9.1 Definitions

Full time employees shall be defined for purposes of Articles IX and X those employees who work at least 30 hours per week.

9.2 Lunch Duty/Lunch Period

Employees working at least 25 hours per week not assigned lunch duty shall have an employer-scheduled duty-free lunch period of 30 minutes without pay.

9.3 Breaks

Every employee who works at least four hours will receive a fifteen (15) minute employer-scheduled break. Employees who work five or more hours per day shall be entitled to an additional ten (10) minute employer scheduled break.

9.4 Work Day, Work Week and Work Year

The employer may change or end the work day, work week and/or the work year upon 1 weeks' notice to the affected employee(s). In case of emergencies, this section shall not apply.

9.5 Substitutes

Once all options for securing a substitute have been exhausted, a paraprofessional may be assigned by the principal to serve as a substitute for the absent teacher. If a paraprofessional agrees to serve as a substitute for the teacher, he/she shall receive, in addition to their regular daily pay, \$40.00 for four or more hours of substitute service and \$20.00 for less than four hours of substitute service.

9.6 Bus Monitors

The time that paraprofessionals are assigned to ride the bus to monitor students shall be included in their total contracted hours and reflected in compensation, leave, TRS contributions, and other benefits.

9.7 Hepatitis B

The district will review its Hepatitis Vaccination eligibility determination on an annual basis and place this requirement in the Safety Manual.

Note: The policy as written has a committee that determines which positions are at risk for Hepatitis. In the event an employee feels their position is at risk the District and Association encourages the employee to submit their concerns to the committee for an eligibility determination. The point of contact for the committee is Personnel Director.

ARTICLE X: INSURANCE

10.1 Insurance Premiums

For employees who elect to participate and who are working “full-time” the Board shall pay \$612 per month for 12 months for the 2022-2023 school year towards the group insurance premium. Contribution will not go down in subsequent years but may increase in compliance with factor of Affordable Care Act mandates. Employees working less than full time shall be entitled to a prorated amount (\$516 per month for the 2022-2023 school year) of the Board’s obligation for insurance premiums.

10.2 Limitations

It is understood that the school district's only obligation under this Article is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the school district as a result of a denial of insurance benefits. An employee is eligible for monthly Board contributions as provided in this Article as long as the employee is employed by this Board and is on a pay status. Upon termination of employment, all Board participation and contribution shall cease effective on the last work day.

10.3 Required Withholdings

The School Board will pay Social Security and PERS or TRS as required by law.

ARTICLE XI: LEAVE

11.1 Leave Increments

All leave under this Article shall be taken in fifteen (15) minute increments.

11.2 Sick Leave

The district will follow Montana Statue and the Administrative Rules of Montana (ARM).

A. Amount

One day per month, pro-rated for part-time permanent employees, unlimited accumulation. May be used after the first 90 days of employment. One-fourth (1/4th) buy out at current rate of pay upon satisfactory termination of services with the district. Illness during holidays are considered holiday pay.

B. Use

Sick leave may be used for personal illness, injury, medical disability, childbirth maternity related disability, quarantines, or medical examinations. In addition, sick leave may be used for necessary care of attendance to an immediate family member for the above reasons until other attendance can reasonably be obtained. Finally, sick leave may be used for death or funeral attendance for a close friend at the district's discretion. "Immediate Family" means the employee's spouse and any members of the employee's household, or any parent, child, grandparent, grandchild, sibling or corresponding in-law.

C. Reporting

If an employee is unable to work because of the above listed reasons, he/she must notify the immediate supervisor or the office of the Director of Personnel. The Director of Personnel should be notified only in those cases when the immediate supervisor cannot be located. Failure to properly notify supervisor may result in discipline up to termination of employment.

D. Sick Leave Donations

1. Sick Leave Donations: Employees may donate a portion of their sick leave accrual to another employee who suffers from a prolonged illness, series of illnesses, or an accident to self or immediate family (as defined in Section B above) on an equal hour for an hour basis through a direct grant.
2. Direct Grant Defined: A direct grant is defined as the extension to an employee of up to 160 hours of sick leave in a 12-month period, which is donated by other Havre School District employees, for the specific use of the employee. The District agrees to post on the employee bulletin board when an employee is in need of a grant and at what point they will become eligible for one. The posting shall remain active for 20 calendar days or until the maximum hours under this provision have been received.
3. Direct Grant Criteria and Limitations:
 - a. Employees may make a direct grant of sick leave to an employee who is suffering from a prolonged illness, series of illnesses, or an accident to self or immediate

- family (as defined in Section B above) and has exhausted all accumulated leave.
 - b. To be eligible to make a direct grant, an employee must have a minimum balance of 130 hours of accrued sick leave.
 - c. An employee may grant a maximum of 30 hours of sick leave to each receiving employee in a 12-month period through the direct grant program. The 12-month period is calculated from the first day an employee makes a direct grant. All contributions are voluntary and irrevocable.
 - d. An employee may receive a maximum of 160 hours of sick leave in any continuous 12-month period in direct grants. The 12-month period is calculated from the first day the employee takes sick leave which is a direct grant.
4. Direct Grant Process: To receive a sick leave grant, an employee must make a written request to the Director of Personnel. A sick leave donation form is attached to this agreement as Appendix C.

E. Abuse of Sick Leave

- 1. Misrepresentation of the actual reason for charging an absence to sick leave is cause for dismissal and forfeiture of the lump-sum payment.
- 2. Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline. (See the discipline handling policy, title 2, chapter 21, sub-chapter 65, ARM or policy 3-0130, MOM.)
- 3. Absences improperly charged to sick leave may, at the agency's discretion, be charged to available compensatory time or leave without pay. Annual leave may be used at the mutual agreement of the employee and the agency.
- 4. Any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump-sum payment are subject to the appropriate grievance procedure. (Eff. 11/15/80, AMD. 12/17/82).

11.3 Annual Vacation Leave

- A. Permanent, full-time employees are entitled to vacation leave benefits and subject to the cap on accumulation of annual vacation leave under Title 2, Chapter 18, Part 6, MCA.
- B. Permanent, part-time employees are entitled to prorated annual vacation benefits, if they have worked the qualifying period.
- C. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.
- D. Vacation leave credits are earned per Montana Code at the following rate:

1 day through 10 years 15 days
 10 years through 15 years 18 days

15 years through 20 years 21 days
20 years on 24 days

The above rates are based on an employee working 2080 hours per year. The amount listed shall be prorated in the event an employee works less than 2080 hours.

Example: John has been a Paraprofessional for the past 12 years. According to MCA 2-18-6xx John would be eligible to receive 18 days of vacation or 144 hours (18 days x 8 Hours/day = 144 hours) if he worked 2080 hours during the year (40 hours per week x 52 weeks). Thus, for every hour worked the employee receives .0692 hours of leave (144/2080). John works the school year (181 days at 7 hours per day or 1267 hours). Thus, John is eligible for 88 hours (1267 x .0692 = 87.6764 hours rounded to 88) or 12.6 days.

- E. Annual vacation leave may be accumulated to a total not to exceed two (2) 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.
- F. In the event an employee does not take his/her earned annual vacation leave, the employee may at his/her option be reimbursed for such unused leave at his/her current rate of pay. Employees must give the District Clerk notice by May 1 of their intent to be reimbursed for unused leave. If notice is not given by May 1, unused leave shall carry over.
- G. The District will send an e-mail to employees to their District assigned e-mail accounts by April 1 notifying them of the balance of their unused leave. One hard paper copy will also be posted in each building by April 1.

11.4 Maternity Leave

Employees shall be afforded maternity leave in accordance with Montana law and the Family Medical Leave Act.

11.5 Jury Duty - As Witness or Subpoenaed

An employee who is under proper summons as a juror or witness 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 employer.

11.6 Extended Leave

After six months of employment, an employee may, upon discretionary approval, be granted a leave of absence, without pay, for personal and/or medical reasons. The employer may require a physician's statement or other proof of the need for such a leave. Such leave could be granted for up to 3 months (90 days). Request for this leave will be made to the personnel department. This leave will run concurrently with Family Medical Leave.

The employee will return to their former position or an equivalent position in the paraprofessional unit.

11.7 Bereavement Leave

Five (5) days of Bereavement Leave, shall be granted to employees each year. Employees shall receive the rate of pay and number of hours per day as specified in their individual employment contract. In the unfortunate event that the death occurs to an immediate family member (as defined in "Sick Leave") the employee shall be entitled to the Bereavement Leave, and then may use sick leave.

ARTICLE XII: VACANCIES

In the spring of the year the district will solicit from H.P.E.A. members a confidential request for job/work schedule interest. Members will have an opportunity to express a desire to add or reduce hours; change buildings; or change job assignments. During the year Havre Public Schools District 16 will send an email of employment notifications to the H.P.E.A. president via email in conjunction with posting notification.

ARTICLE XIII: EFFECT OF AGREEMENT

13.1 Changes in Agreement

There shall be no further negotiations during the term of this agreement except for a successor agreement or by mutual agreement of the parties. For the term of this Agreement no change shall be made in any provision of this Agreement or in any other working condition that is a mandatory subject of bargaining, unless by mutual consent of the parties hereto.

13.2 Savings Clause

If any provision of this Agreement or any application thereof to any employee is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party, negotiations shall immediately commence in order to alter said section(s).

13.3 Authority

This agreement constitutes complete agreement between the School Board and the Association. This agreement supersedes any prior agreement, rules or practices concerning the terms and conditions of employment.

13.4 Duplication and Distribution

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. Copies shall be presented to all employees now employed or hereafter employed. The Association shall be provided five (5) copies of this Agreement.

ARTICLE XIV: MANAGEMENT RIGHTS

- 14.1** The Association and their representatives shall recognize the prerogatives of the school district to operate and manage their affairs in such areas as, but not limited to:
- A. direct employees;
 - B. hire, promote, transfer, assign and retain employees;
 - C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
 - D. maintain the efficiency of government operations;
 - E. determine the methods, means, job classification, and personnel by which government operations are to be conducted
 - F. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
 - G. establish the methods and processes by which work is performed.
- 14.2** The Association recognizes the right of the school district/board to execute policy as long as such policy is not specifically in violation of a provision of this Agreement.
- 14.3** Nothing in this Agreement shall be construed to prohibit the school district from exercising all management rights and prerogatives except those expressly waived in this Agreement. The Board has all rights to manage the school district except those expressly waived by this agreement or limited by law.

ARTICLE XV: DURATION OF AGREEMENT

This Agreement shall be effective as of August 16, 2022, or the date of ratification by the parties, whichever is later, and shall continue in full force and effect until June 30, 2023. Either party may give notice to the other party of the party's wish to negotiate a new agreement. Such notice must be provided in February or March. If neither party gives notice, this agreement shall continue for a period(s) of one year until either party gives such notice.

This Agreement is signed this ___ day of August, 2022.

IN WITNESS THEREOF:

For the Association

For the Board:

Association Representative

Trustee Chair

APPENDIX A: COMPENSATION

A. Professional Development

Employees must receive 18 hours per year of professional development approved by the Havre School District in order to move to the next step on the salary schedule. Twelve (12) hours must be completed outside of contracted work hours.

B. Computation and Approval of Renewal Credits

Organizations apart from Havre School District providing pertinent professional development may also be approved, at the sole discretion of the Administration. Employees must submit a form for approval to their supervisor prior to attending professional development not provided by the Havre School District. This form is located on the District website. Movement on the salary schedule for completion of professional development shall occur on July 1, regardless of the employee's anniversary date of employment.

C. Failure to Complete Requisite Credits

If an employee does not complete the requisite 18 hours of professional development prior to July 1, the employee shall remain at their step and shall not have the opportunity to move to the next step until the following July 1.

D. Employees Who Have Completed Step 20

Employees who have reached Step 20 are eligible for a Paraprofessional Stipend. Employees will be compensated at the rate of \$16.66 per hour of professional development completed. Employees can complete up to 18 hours of professional development, for a maximum stipend payment of \$300 for 18 hours completed.

E. Employees Beginning their Employment in the Middle of the Year

Those employees beginning their employment in the middle of the school year shall be placed at Step 0 of the salary schedule. If employees earn the 18 hours of professional development prior to July 1, they will be permitted to move to Step 1. If employees are unable to earn 18 hours prior to July 1, they will be eligible for movement the following July, dependent upon completion of the requisite hours.

**Havre Paraprofessional
Salary Schedule
2022-2023**

Ste	Hourly	
0	14.14	-
1	14.44	.3
2	14.74	.3
3	15.24	.5
4	15.54	.3
5	15.84	.3
6	16.14	.3
7	16.44	.3
8	16.94	.5
9	17.24	.3
1	17.54	.3
1	17.84	.3
1	18.14	.3
1	18.44	.3
1	18.74	.3
1	19.04	.3
1	19.34	.3
1	19.64	.3
1	19.94	.3
1	20.24	.3
2	20.54	.3

APPENDIX B: GRIEVANCE REPORT FORM

_____ Grievant _____ Date

Statement of facts:

Basis for Grievance:

Action Requested or Relief Sought:

(Attach Additional Sheet if Needed)

Signature

Date

(TO BE FILED IN SEPARATE GRIEVANCE FILE)

**APPENDIX C
HAVRE PARAPROFESSIONAL EDUCATION ASSOCIATION
HAVRE PUBLIC SCHOOLS
SICK LEAVE DONATION FORM**

NAME _____

SCHOOL _____

I hereby authorize Havre Public Schools to transfer _____ hours of my accumulated sick leave to:

RECIPIENT _____

By this transfer, I relinquish all claim to said hours and to any compensation that may be related to said hours.

I understand that I may donate up to 30 hours of sick leave to another paraprofessional who is in need.

I also understand that I must have accumulated a minimum of 130 hours of sick leave before donating to another person.

I fully understand that this donation could potentially affect my termination compensation, and ultimately my retirement benefit. There is also no agreement, expressed or implied, that would allow recovery of these hours for my personal use at some future date.

I agree to hold the Havre Public Schools and the Havre Paraprofessional Education Association and their respective agents harmless from any claim that may result from this transfer.

Signed _____ Date _____

Please return this form to the Personnel Director.

_____ Donation Approved

_____ Donation Denied

Signed _____ Date _____
Personnel Director