

McLaughlin School District 15-2

2024-2025

**Classified Negotiated
Agreement**

I. GROUND RULES

The McLaughlin School Board has recognized the McLaughlin Classified Association Negotiations Team as the exclusive representative for all the classified staff for representation in classified negotiations.

1. Negotiations shall be in good faith.
2. Both parties shall agree as to a meeting place and time.
3. Both parties shall have the right to caucus at any time for a period not to exceed 15 minutes. The team calling the caucus shall leave the room.
4. There will be a two-hour limit on each meeting unless mutually agreed upon to extend the time.
5. Negotiations will be closed to the public. Only the McLaughlin Board of Education negotiation team and the McLaughlin Classified negotiation team is to attend these meetings. The Board Negotiation Team and the McLaughlin Classified Negotiation Team can only make tentative agreements. Final decisions can be made only by the Board of Education and the Classified Association at their respective official meetings. In other words, the McLaughlin Board of Education and the McLaughlin Classified Association are not bound by any agreement made at these negotiation meetings.
6. When either party makes press releases, a copy of such release will be given to the other party at least 24 hours before the release. (Supt. for the Board; MCA spokesperson for MCA)
7. Only what is brought to the table at the first meeting shall be negotiated—no additions after the first meeting.

II. GRIEVANCE PROCEDURE

Definitions:

Article I

- a. A grievance is a complaint by a person or group of persons having an interest in the operation of McLaughlin School District 15-2 against the school or any employee that there has been a violation, misinterpretation, or inequitable application of any existing policy, rule, contract, or regulation of the school board.
- b. Included in and covered by this grievance procedure are concerns covering and relating to acts or comments perceived to be based on discrimination based on race, national origin, color, sex, age, physical and or activity for which the McLaughlin School District No. 15-2 is responsible as required by state and federal law.

Article II

Purpose:

- a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from time to time concerning any of the above-stated reasons found in the definition, and to facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure
- b. When an informal solution is not possible, a written grievance must be filed. The written grievance must be on an MSD Report Form when filed. See Grievance Report form, Level I (Attachment A). This means you must, in writing, describe how the McLaughlin School District 15-2 or its employees have harmed you.
- c. The grievance must be filed with the superintendent, or should the superintendent be the person named in the grievance, to the school board president, who will act in the superintendents' place.
- d. The grievance must be filed within 20 calendar days after the persons knew or should have known of the act or condition on which the grievance is based. If this timetable is not met, the grievance is barred. Grievances must be filed and settled by June 30th annually unless the Board extends the June 30th date.
- e. Upon receipt of the grievance, the superintendent must, within seven calendar days (this excludes holidays and weekends), have a meeting with all parties unless one of the parties does not want the meeting. The person filing the grievance and the person or persons committing the act upon which the grievance is based must be present. Attorneys or advocates representing the parties can be present. The meeting shall be informal.

- f. At the meeting, the superintendent shall attempt to provide a solution to the problem outlined in the grievance. This means that the superintendent should attempt to offer some options which follow board policy that might be acceptable to both parties. If a solution from the above options is reached, it should be reduced to writing, and both parties should sign it. Within seven days after the meeting, the superintendent shall, in writing, provide the parties involved with the superintendent's disposition of the matter.
- g. Within five calendar days from receipt of the superintendent's disposition, the employee may appeal in writing to the governing Board by serving the superintendent the MSD Report Form Attachment B if the grievance remains unresolved.
- h. The superintendent, after consulting with the Board President, must notify the parties in writing that a hearing has been set.
 - 1. The written notice must set forth the date, time, and place of such hearing.
 - 2. The hearing must be held within 10 calendar days after the superintendent filed the request.
 - 3. The hearing shall be private with the parties, their representatives, and witnesses, when testifying, in attendance.
 - 4. The Board can implement such rules and procedures as it deems proper to provide for due process.
 - 5. The decision of the Board shall be in writing and be made within 10 calendar days after completion of the hearing.
- i. The Board's written decision shall be sent to all parties by Certified Mail. The decision of the Board shall be final unless appealed to a higher level as established by applicable law.
- j. Deadlines may be extended by mutual consent of both parties.
- k. These forms are on file and available from the office of the superintendent. Referenced as Attachment A and B appended hereto.

GRIEVANCE PROCEDURE REPORT FORM - LEVEL I (WITH SUPERINTENDENT)

GRIEVANCE PROCEDURE REPORT FORM - LEVEL II (WITH BOARD OF EDUCATION)

- l. No reprisal of any kind shall be taken by any party against any other participant in the grievance procedure because of such participation.
- m. All parties in interest may be represented at all levels of the formal grievance procedure by a person of their choosing.

- n. When the association does not represent an employee, the association shall have the right to be present and state its views at all stages of the procedure (except at Level II if the Board elects to go into executive session).
- o. Decisions rendered at all levels of the formal grievance procedure shall be per the procedures outlined in the attached Grievance Procedure.
- p. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- q. Forms for filing and processing grievances and other necessary documents shall be prepared by the superintendent and made available through building principals to facilitate the operation of the grievance procedure.
- r. If a grievant initiates an action in a duly constituted court of law, any attempt to use this grievance procedure to resolve the same issue shall be invalidated.

A complaint policy is part of the Board of Education Policy handbook and is available in the main office.

III. LEAVE POLICY

PAID TIME OFF (PTO)

- PTO shall include all time off for any purpose which does not directly benefit the school.
- Nine-month employees shall earn twelve (14) days paid PTO. Twelve-month employees shall earn fourteen (16) days of PTO.
- Use of PTO is at the employee's discretion; however, it shall not be granted for in-service or professional development day or the day before and after an **extended school vacation. Other than emergencies or sudden illness, at least 5 days before taking PTO, the employee shall notify their principal or superintendent of the employee's intention to take PTO. Any unused days may be banked into their personal sick bank account for the following year.**
- **On an annual basis (at the end of the school year), each employee will place all their leftover PTO into a Personal Sick Bank, accumulating to a maximum of 45 days. After banking 45 days (360 hours) in their personal sick bank, the employees' unused PTO shall be paid out at \$100.00 per day with the last payroll in June.**

- **The use of the Employee's Personal Sick Bank account shall be in addition to any unused PTO.**
- For illness or medical appointments verified with a doctor's documentation, the employee can draw time out of their Personal Sick bank account before using or exhausting from the employee's annual allocation of PTO. If required and documentation is not provided, annual PTO will be used.
- Employees may use Personal sick bank for themselves, spouses, children, parents, and anyone they have legal guardianship over.
- The personal sick bank will be paid only if employment separation is voluntary and approved by the Board. Unused PTO will be paid only if employment separation is voluntary, and Board approved.
- Employees may donate up to 3 days of their PTO or Personal Sick Bank days to another employee either classified or certified.
- Leave must be taken in one-half (1/2) hour increments.
- Approval of all PTO requests will be at the discretion of the direct supervisor and is not subject to a grievance.

BEREAVEMENT LEAVE

Employees will be granted 5 additional days of PTO, per event, as bereavement leave for family members, to include spouse, child(ren), parents, grandchild, grandparent, siblings or anyone that the employee has legal guardianship over. These 5 days shall not accumulate year to year.

LEGAL LEAVE

Employees absent from work due to jury or witness duty will not be dismissed or suspended. They shall retain and be entitled to the same job status and pay as before performing jury and/or witness duty. Employees absent due to jury/witness duty must inform their supervisor in advance. Vacation and PTO leave benefits shall accrue at the normal rate for eligible employees. Employees dismissed from court duty are required to return to work that day if the dismissal is during the normally scheduled work hours.

McLaughlin School District will not pay employees for the time taken for court appearances in which they are personally involved or appear voluntarily. This time may be taken as any applicable leaves: vacation leave, PTO, or unpaid leave.

Leave must be taken in one-half (1/2) hour increments.

PROFESSIONAL LEAVE

Professional leave to attend professional meetings shall be prioritized according to the needs determined by the school board and administration. Granting requests for professional leave shall be at the superintendent's sole discretion and is not subject to a grievance.

Requests to attend professional meetings shall be in writing to the principal and superintendent before the event. Requests shall include an estimate of the expenses involved. In addition, there will be a breakdown of transportation, lodging, meals, registration, and other cost items. Requests for professional leave shall not be subject to the grievance process if the funds for professional leave are depleted. Staff may pick up request forms from the principals' offices.

If on professional leave (workshop) during the summer or while not on contract, you shall be paid your daily rate and receive per Diem. Professional leave shall not be considered continuing education under other provisions of this agreement.

Any office staff would accrue overtime if professional leave were taken during the workweek. However, this does not apply to the use of PTO.

SICK LEAVE BANK

All non-certified staff will be in one sick bank.

1. All classified employees may join the sick leave bank, referred to as "the bank." The decision must be made **by the first day of October**. After that, the association will provide the list to the superintendent.
2. All participants will contribute one (1) Paid Time Off (PTO) day to the bank every year. Contributions to the bank are not refundable for any reason. In addition, if the bank falls below sixty (60) days, all bank members have the option to contribute all their unused PTO days (after their accumulative 45 days) to the bank.
3. The employee's use of the bank must first be approved by the Classified Sick Bank Committee consisting of three classified employees covered under this agreement. All committee decisions are final and exempt from grievances.
4. By the first day of November, the association will provide the bank committee membership to the superintendent.
5. No participant may draw more than sixty (60) days per contract period.
6. No employee may draw against the bank for more days than the current bank balance.
7. Total days in the bank are uncapped.
8. The bank may only be used after the employee has exhausted their PTO and personal sick bank.
9. The bank days may only be used through a doctor's documentation for illness or accident.
10. The bank may be used for the participant's own maternity purposes only when unusual complications stem from pregnancy. The bank may not be used to stay home with a child after birth.

11. Employees may use the sick bank for themselves, spouses, children, parents, and anyone they have legal guardianship over.

VACATION LEAVE

Hourly employees - The hourly people who receive three (3) weeks of vacation shall be allowed to reserve one (1) week of vacation to take during the school year. Vacation leave taken during the school year shall be taken at a time approved by the superintendent. Leave must be taken in one-half (1/2) hour increments. Unused vacation for 12 month employees is to be paid out in the last payroll date of June.

IV. SUPERVISION OF STUDENTS

Staff members shall be responsible for the supervision of students as assigned by the administration. Such assignments may include but are not limited to supervision of students in classrooms, other parts of the school building, or on school premises, playground, or on-premises used for school purposes during classes, recess, or lunch period.

V. MEETINGS

The McLaughlin Classified Association shall have the right to use school buildings for meetings. The use of meeting rooms must be cleared with the school principal to avoid conflicts. The McLaughlin Classified Association shall be allowed to use school equipment, e.g., copy machines and other equipment. The school must be reimbursed for the use of supplies.

VI. PAYDAY

The school district offers biweekly payroll periods with payday every other Friday, except when bank holidays fall on a Friday, in which case payroll will be remitted on the Thursday before payday.

The employee must utilize direct deposit with their respective financial institution for all payroll checks. They must fill out the proper authorization forms before this can take place.

All extra duty checks shall be figured separately.

HOLIDAY PAY

CLASSIFIED 12 MONTH EMPLOYEES

- I. Classified 12-month employees will be paid the following rates for the following times for holidays that fall during the regular school week.

- A. Labor Day
- B. Native American Day
- C. Thanksgiving
- D. The Wednesday before and the Friday after Thanksgiving
- E. All the days during the Christmas Break
- F. Martin Luther King Day
- G. President's Day
- H. Good Friday
- I. Memorial Day
- J. Juneteenth
- K. Fourth of July

- II. Pay will be for an eight (8) hour time limit, and paid at the regular hourly rate.
- III. Holiday hourly pay may not be used as overtime or to place the employee in an overtime situation. In the event that work needs to be done on a holiday, there must be prior approval by administration or supervisor. All authorized work done on a holiday shall be paid at time and a half.
- IV. Whenever any of the above listed holidays fall on a Sunday, the Monday following shall be observed as the holiday. Whenever any of the above listed holidays fall on a Saturday, the previous Friday shall be observed as the holiday.
- V. The following holidays are paid unless school is in session.

CLASSIFIED 9 MONTH EMPLOYEES

- I. Classified 9-month employees will be paid the following rates for the following times for holidays that fall during the regular school week.
 - A. Labor Day
 - B. Native American Day
 - C. Thanksgiving
 - D. The Wednesday before and the Friday after Thanksgiving
 - E. All the days during the Christmas Break
 - F. Martin Luther King Day
 - G. President's Day
 - H. Good Friday
- II. Pay will be for an eight (8) hour time limit, and paid at the regular hourly rate.
- III. Holiday hourly pay may not be used as overtime or to place the employee in an overtime situation. In the event that work needs to be done on a holiday, there must be prior approval

by administration or supervisor. All authorized work done on a holiday shall be paid at time and a half.

- IV. Whenever any of the above listed holidays fall on a Sunday, the Monday following shall be observed as the holiday, and whenever any of the above listed holidays fall on a Saturday, the previous Friday shall be observed
- V. The following holidays are paid unless school is in session.

COMPENSATION PAY

Compensation payments will be given to a general/SPED paraprofessional who is instructed to fill a certified position at seventy-five dollars (\$75.00) per day and the staff member's daily wage. Pay will be prorated if acting in a certified position for less than a full day (8 hours). All 12-month employees are excluded from this paragraph.

LONGEVITY BONUS

Classified staff will receive a longevity bonus based on their years of service to the McLaughlin School District. This bonus will be paid annually with the last payroll check in June.

3-6 years	7-10 years	11-15 years	16-20 years	21-24 years	25+ years
\$500	\$600	\$700	\$800	\$900	\$1000

Inclement Weather Days

In the event of early dismissals or late starts due to snow, heat, or other weather-related events, as authorized by the administration, classified staff members will be paid for those hours missed. All snow days will be paid.

If school is canceled for any reason, employees who have requested PTO for the day will not be required to use it. If school is started late or dismissed early, the requested PTO will be adjusted. Snow day release time may not be used to produce overtime hours.

EMERGENCY DISMISSAL TIME

In the event of early dismissals due to school-wide emergencies such as fires, threats, etc., as authorized by the administration, classified staff members shall be paid their regular hourly wages for the time school is called off in the same manner as if the staff member was working their normal hours. Emergency dismissal pay time may not be used to produce overtime hours.

VII. EVALUATIONS

The purpose of evaluations is to improve the quality of job performance. Evaluations are to be used by the administration and staff members to improve the quality of job performance and may be used in the determination of advancement, promotion, transfers, assignments, and future employment.

Within two weeks after the beginning of each school year, the principal shall acquaint the staff with the evaluation procedures, standards, and instruments. In addition, the principals shall advise the staff as to who will observe and evaluate the staff member's performance. No evaluation may be done until such orientation has been completed.

All evaluations shall be done openly and based solely upon the evaluator's first-hand observations. The administrator shall evaluate each staff member in writing using an observation form and evaluation instrument approved by the Board.

All staff evaluated will be afforded a post-supervisory conference. The entire evaluation will be gone over at this time. Both parties will be allowed to refute any decisions. A copy of the evaluation will then be given to the staff member, and one will be filed in the superintendent's office. The evaluator and the staff member shall sign the evaluation.

All files on an employee shall be made known to the employee, and no material may be placed in the file(s) without the employee's knowledge and the opportunity to have a demurral statement attached. All personnel files shall be strictly confidential. Access to the file(s) shall be limited to the superintendent, appropriate principal and administrative staff, and any person designated by the employee. These files are subject to Board and school attorney review at a duly authorized meeting, provided this item is on the agenda of the board meeting, and such review is done only in executive session. The employee shall have the right to inspect and make copies of any files pertaining to them while accompanied by the representative of their choice. Evaluations of classified Staff must be completed before May 1st of each school year.

VIII. CONTINUING EDUCATION

McLaughlin School District 15-2 is committed to the development and continuing education efforts of all staff. This commitment is demonstrated by McLaughlin School District 15-2's dedication to continuing education.

Before qualifying for this benefit, a staff member must have one full year of employment with the school district. If the District identifies a need for continuing education and a staff member is selected to fill that need, the school shall pay directly to the chosen college or university up to the sum of one hundred fifty dollars (\$150.00) for each undergraduate credit and up to the sum of two hundred fifty dollars (\$250.00) for each

graduate credit. The employee will be responsible to the college or university for the remaining balance. Staff members who do not pass with a grade of 2.0 or better will be required to repay the District for the cost of the failed course. In addition, a staff member is required to file for financial aid and provide verification of an acceptance or if declined.

After a program of continuing education has been developed for a staff member, the classified staff member must commit to the McLaughlin School District 15-2 to 2 additional years with the District after completing the program. Should the staff member depart the District's employment before completion of the planned program or during the two years following certification, the staff member will be required to pay back, in – full, those funds paid on their behalf by the McLaughlin School District 15-2 district.

The deadline to file an education plan with the school board will be the end of April. A staff member must have a plan approved by the school board before beginning course work. The employee must remain employed by the District for two (2) years following completion of the coursework. If the employee does not remain employed for two (2) years or while completing coursework, the employee will repay all fees paid by the school district.

IX. AT-WILL EMPLOYMENT

All staff is employed at will, and employment may be terminated by either party, with or without cause, at any time by giving the other party 5 days written notice.

X. SALARY

The Board may deviate from the pay scale if it determines it is necessary to obtain qualified, quality employees.

XI. INSURANCE

Insurance benefits to be paid by the District will be capped at ten thousand dollars (\$10,000) per year, per employee.

School Hospital Insurance shall be \$635.00 for the single plan per month. If an employee elects family coverage, the District will credit a single plan premium, and the employee will be responsible for all the remaining costs. When two family members are employed with the District, the District will apply the amount of two single premiums to the family premium cost. The Board is authorized to deduct the remaining premium cost from the employee's salary.

School Dental Insurance shall be the dollar amount of \$42.58 of a single plan per month. Employees may choose a family plan, but the school will only pay the dollar amount of a single plan. The remainder of a family plan may be deducted from the employee's salary.

School Vision Insurance shall be the dollar amount of \$10.98 of a single plan per month. Employees may choose a family plan, but the school will only pay the dollar amount of a single plan. The remainder of a family plan may be deducted from the employee's salary.

If the certified staff refuses to discuss insurance changes with the classified staff, the classified staff will receive the same benefits negotiated with the certified staff.

DRAFT

McLaughlin School District 15-2									
Classified Hiring Scale 2024-2025									
	<u>Lane</u>	A	B	C	D				
	<u>College Credits</u>	<48	48+	60+	72+				
<u>Step</u>						Bus Drivers	\$ 72.00	per route	
0		\$ 13.62	\$ 14.28	\$ 14.65	\$ 15.02		\$ 78.75	per late route	
After 90 Days		\$ 14.12	\$ 14.78	\$ 15.15	\$ 15.52		\$ 144.00	per day	
1		\$ 14.37	\$ 15.03	\$ 15.40	\$ 15.77	Activity Bus Driver	\$ 25.00	per hour	
2		\$ 14.59	\$ 15.25	\$ 15.62	\$ 15.99	Para sub for Teacher	\$ 75.00	per day add'l	
3		\$ 14.81	\$ 15.47	\$ 15.84	\$ 16.21				
4		\$ 15.03	\$ 15.69	\$ 16.06	\$ 16.43	Former Base	\$ 12.97	per hour	
5		\$ 15.25	\$ 15.91	\$ 16.28	\$ 16.65	Percent Increase	5.0%		
6		\$ 15.47	\$ 16.13	\$ 16.50	\$ 16.87	Increase	\$ 0.65		
7		\$ 15.69	\$ 16.35	\$ 16.72	\$ 17.09	New Base	\$ 13.62	per hour	
8		\$ 15.91	\$ 16.57	\$ 16.94	\$ 17.31				
9		\$ 16.13	\$ 16.79	\$ 17.16	\$ 17.53	After 90 days	\$ 0.50		
10		\$ 16.35	\$ 17.01	\$ 17.38	\$ 17.75	Step Increase to Step 1	\$ 0.25		
11		\$ 16.57	\$ 17.23	\$ 17.60	\$ 17.97	Step Increase	\$ 0.22		
12		\$ 16.79	\$ 17.45	\$ 17.82	\$ 18.19	Lane Increase to HQ	\$ 0.66		
13		\$ 17.01	\$ 17.67	\$ 18.04	\$ 18.41	Lane Increase	\$ 0.37		
14		\$ 17.23	\$ 17.89	\$ 18.26	\$ 18.63				
15		\$ 17.45	\$ 18.11	\$ 18.48	\$ 18.85				
16		\$ 17.67	\$ 18.33	\$ 18.70	\$ 19.07				
17		\$ 17.89	\$ 18.55	\$ 18.92	\$ 19.29				
18		\$ 18.11	\$ 18.77	\$ 19.14	\$ 19.51				
19		\$ 18.33	\$ 18.99	\$ 19.36	\$ 19.73				
20		\$ 18.55	\$ 19.21	\$ 19.58	\$ 19.95				
21		\$ 18.77	\$ 19.43	\$ 19.80	\$ 20.17				
22		\$ 18.99	\$ 19.65	\$ 20.02	\$ 20.39				
23		\$ 19.21	\$ 19.87	\$ 20.24	\$ 20.61				
24		\$ 19.43	\$ 20.09	\$ 20.46	\$ 20.83				
25		\$ 19.65	\$ 20.31	\$ 20.68	\$ 21.05				
26		\$ 19.87	\$ 20.53	\$ 20.90	\$ 21.27				
27		\$ 20.09	\$ 20.75	\$ 21.12	\$ 21.49				
28		\$ 20.31	\$ 20.97	\$ 21.34	\$ 21.71				
29		\$ 20.53	\$ 21.19	\$ 21.56	\$ 21.93				
30		\$ 20.75	\$ 21.41	\$ 21.78	\$ 22.15				

McLaughlin School Classified Staff Representative

Printed Name

Signature

Date

Printed Name

Signature

Date

McLaughlin School Board of Education President

Printed Name

Signature

Date

GRIEVANCE PROCEDURE REPORT FORM
ATTACHMENT A

LEVEL I – With Superintendent or Alternate

DATE: _____

Name(s) of person(s) filing this grievance: _____

Nature of Grievance: Describe how you have been harmed, who harmed you, and the date the harm occurred. _____

Proposed Remedy or Solution: _____

Signature of person(s) filing grievance: _____

Date Received in Superintendent's Office: _____

Solution of Superintendent and Response of Parties: _____

Signature of Superintendent: _____

Date of Meeting: _____

Date Disposition notice mailed: _____

*Attach minutes of meeting to this form.

GRIEVANCE PROCEDURE REPORT FORM
ATTACHMENT B

LEVEL II – Board of Education

DATE: _____

I hereby appeal to the Board of Education the attached grievance.

Reason for request: _____

Signature _____

Date Received in Superintendent's Office: _____

Date of Hearing with Board: _____

Date notice of hearing mailed: _____

Date decision of Board mailed: _____

**McLaughlin School District 15-2
Classified Continuing Education Plan**

The McLaughlin School District 15-2 is committed to the development and continuing education efforts of all staff. This commitment is demonstrated through the McLaughlin School District's dedication to continuing education for classified staff.

Education Plan Guidelines:

1. The employee must have one full year of employment with the school district.
2. The school shall pay directly to the selected college or university up to one hundred fifty dollars (\$150.00) for each undergraduate credit and up to the sum of two hundred fifty dollars (\$250.00) for each graduate credit. The employee will be responsible to the college or university for the remaining balance.
3. Employees must satisfactorily complete and pass each class with a grade of 2.0 or better or PASS the class if graded under the pass/fail formula.
4. The employee is required to file for financial aid and provide verification.
5. Approval of the education plan by the Board of Education must occur before college courses begin.

After the continuing education plan has been developed for an employee and approved by the school board, the staff member must commit to the McLaughlin School District for two (2) additional years with the District after completing the program.

If the staff member receives a failing grade for a class, it will be the staff member's responsibility to reimburse the District the cost of the failed class.

Should the staff member depart the District before completion of the planned program or during the two (2) years following, the staff member will be required to pay back, in full, those funds paid on their behalf by the McLaughlin School District.

I certify that I have read the above information, and I understand and agree with the information. I also agree to pay back (in full) the District if I leave for any reason.

Employee Printed Name

Signature

Date

Board President Printed Name

Signature

Date

FINAL