

COLLECTIVE BARGAINING AGREEMENT

between

GRISWOLD BOARD OF EDUCATION

and

**MUNICIPAL EMPLOYEES UNION INDEPENDENT
LOCAL 506, SEIU, AFL-CIO**

for

PARAEDUCATORS

July 1, 2021 - June 30, 2024

TABLE OF CONTENTS

INTRODUCTION.....	1
ARTICLE I – Preface.....	1
ARTICLE II – Recognition.....	1
ARTICLE III – Non-Discrimination.....	2
ARTICLE IV – Board Rights.....	2
ARTICLE V – Union Rights.....	2
ARTICLE VI – Union Security	3
ARTICLE VII – Wages.....	4
ARTICLE VIII – Workweek.....	5
ARTICLE IX – Leave Provisions	6
ARTICLE X – Disciplinary Action	7
ARTICLE XI – Seniority	7
ARTICLE XII – Longevity Pay.....	8
ARTICLE XIII – Vacancies.....	9
ARTICLE XIV – Insurance and Pension.....	9
ARTICLE XV – Parenthood/Family Medical Leave	11
ARTICLE XVI – Grievance Procedure	13
ARTICLE XVII – Employee Expense.....	14
ARTICLE XVIII – Professional/Staff Development.....	14
ARTICLE XIX – Performance Evaluation	14
ARTICLE XX – Duration	14
ARTICLE XXI – Savings Clause.	15
Signatures.	15

INTRODUCTION

This Agreement is made and entered into on this first (1st) day of July, 2021 by the Griswold Board of Education, hereinafter referred to as the Board and the Municipal Employees Union “Independent”, hereinafter referred to as the Union.

ARTICLE I – Preface

Section One. This Agreement is negotiated in order to (a) fix the terms of the Agreement, the wages and all other conditions of employment provided herein and (b) to encourage and abet effective and harmonious working relationships between the Board and school paraeducators.

Section Two. This Agreement shall constitute the understanding of the Board and the Union in the subject areas covered by the Agreement for the duration of the Agreement unless changed by mutual consent.

ARTICLE II – Recognition

Section One. The Board recognizes the Union as the exclusive bargaining agent for full-time school paraeducator, including but not limited to teachers’ paraeducators, special education paraeducators, health aides, student supervisors, and paraeducators, excluding all monitors.

Section Two. Full-time paraeducators are those who regularly work twenty (20) or more hours per week. All others are classified as part-time paraeducators. Paraeducators who work between twenty (20) to thirty (30) hours per week will be entitled to benefits as allowed in this Agreement, on a prorated basis. Paraeducators who work thirty (30) hours or more per week will be entitled to full benefits as allowed in this Agreement.

Section Three. New employees shall serve a probationary period of one hundred (100) calendar days (with the exceptions of the months of July and August, during which months only days worked shall count towards the probationary period) and shall have no seniority rights during this period or otherwise be entitled to benefits under Article XIV unless otherwise required by law. The Board reserves the right to discharge any employee during his/her period of probation for any reason whatsoever without recourse by the employee or the Union to the grievance and/or arbitration process of this Agreement as set out in Article XVI.

ARTICLE III – Non-Discrimination

Section One. As provided by applicable state and federal law, the parties herein agree that neither shall unlawfully discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical disability or any other unlawful standard. This Article shall not be subject to the grievance arbitration provisions of this Agreement.

ARTICLE IV – Board Rights

Section One. Unless expressly and specifically limited, modified or relinquished by a specific provision of this Agreement and/or whether exercised or not, the right, powers and authority heretofore held by the Board, pursuant to any charter, general or special statute, ordinance, regulation, agreements regarding reorganization or other lawful provision, over the complete operations, practices, procedures and regulations with respect to employees of the Board shall remain solely and exclusively with the Board, including, but not limited to, the following: to determine the standards of selection for Board employees; to direct its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue work rules and regulations and personnel policy manuals, and to enforce them from time to time, in its discretion, change them; to maintain the efficiency of its operations; to determine work schedules; to determine the methods, means and personnel by which the Board's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and technology of performing its work; and to fulfill all its legal responsibilities.

ARTICLE V – Union Rights

Section One. Board representatives shall deal exclusively with the Union-designated stewards or representatives in the processing of grievances and any other aspect of contract administration, provided that individual employees may be present to resolve the grievances as provided by law.

Section Two. Union staff representatives shall be allowed to enter facilities to fulfill the Union's role as collective bargaining agent. The representative must first gain the permission of the Superintendent and must report to the building principal upon entering the premises during school hours.

Section Three. The Union steward, provided that work requirements permit, shall be permitted to meet with supervisory personnel or the grievant concerning pending grievances at mutually acceptable times including times during regular working hours. The Union will cooperate to prevent abuse of this section.

Section Four. Adequate space will be provided for posting of notices in all schools for the use of the Union.

Section Five. The Union and the Board agree to provide each other, upon request and adequate notice, reasonable access to all non-privileged materials and information necessary for each party to fulfill its responsibility to administer this Agreement.

Section Six. The Board shall provide each new employee with a copy of the Agreement within five (5) days after his/her employment. The Board shall provide each new employee with the name of the Union steward and staff representative to all new bargaining unit employees within five (5) working days of their date of initial hire. This provision may be satisfied by providing the new employee with a link to the Agreement on the Board's website.

Section Seven. The Union stewards shall have the highest seniority for purposes of layoff, provided they are able to perform available work.

ARTICLE VI – Union Security

Section One. The Board shall provide the Union with electronic notification of the name, job title, department, work location, phone numbers, home address, and e-mail address of any newly hired employee within five (5) days of the date of hire. The Board shall permit the Union up to one (1) hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time. If such meeting is to be conducted by a member of the bargaining unit, the meeting shall not last longer than thirty minutes.

Section Two. The Union shall supply to the Board written notice at least thirty (30) days prior to effective date of any change in the rates of dues. The Board shall provide the Union with electronic notification of the name, job title, home address, and personal and work e-mail addresses of any newly hired employee within seven (7) days of the date of hire. The Board shall permit the Union steward up to one (1) hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time.

Section Three. Upon receipt of a signed authorization form from the employee involved, the Board agrees to deduct from each Union member such membership dues by means of payroll deductions. Such deductions shall begin immediately and continue for the duration of the Agreement or any extension thereof. The amount to be deducted from each paycheck for membership dues shall be established by the Union and will be deducted from each paycheck in September through the last paycheck in June. The amount of dues shall be certified to the Board by the Union prior to the opening of school each year.

Section Four. The deduction of Union dues for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Union not later than the third Thursday of the following month. The monthly dues and/or fees remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section Five. The Union agrees to indemnify and to hold the Board harmless for any and all claims, demands, suits or other forms of liability that shall or may arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article. This includes any

and all costs of investigations, attorneys' fees, lost income and any other expenses which the Board may incur as a result of any claims, demands, suits or other forms of liability that shall or may arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

Section Six. No dues will be deducted from an employee who has exhausted sick leave or while collecting Workers' Compensation.

Section Seven. The Board agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

ARTICLE VII – Wages

Note: Revised Wage Scales to be added at a later date

Paraeducators – Wage Scale

<u>Year of Agreement</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>	<u>Step V</u>
July 1, 2021 (Retroactive) = 2.25%	\$18.44	\$19.37	\$20.30	\$21.29	\$22.27
July 1, 2022	\$18.90	\$19.85	\$20.80	\$21.82	\$22.83
July 1, 2023	\$19.37	\$20.35	\$21.32	\$22.37	\$23.40

20/21 Step		21/22 Step
Step I	➔	Step II
Step II	➔	Step IV
Step III	➔	Step V

Section One. As new paraeducators are hired, they will be placed at an appropriate Step. All paraeducators shall move to the next Step on the anniversary date of their employment.

Student Supervisors - Wage Scale

<u>Year of Agreement</u>	<u>Wage</u>
July 1, 2021 – 2.25%	\$40,827
July 1, 2022 – 2.5%	\$41,848
July 1, 2023 – 2.5%	\$42,894

ARTICLE VIII – Workweek

Section One. Paraeducators will be paid for all hours worked, including field trips, providing that they are required to go on the field trip by administration. Overtime pay at one and one-half (1½) times the normal rate will be paid for all hours worked beyond eight (8) in one (1) day and forty (40) in one (1) week.

Section Two. The work schedule of all regular full-time paraeducators, including the number of hours per day and number of days per week, will be established by the employee's supervisor thirty (30) days prior to the beginning of each school year to the extent possible. The numbers of hours worked each day will be determined in quarter (1/4) hour increments. Except for professional development or unusual needs, IA's can expect their work days to coincide with school days and school hours. The Superintendent, after consultation with the employee and supervisor, reserves the right to make changes in the work schedules as required by educational need.

Section Three. Paraeducators shall be entitled to an unpaid one-half (½) hour duty free lunch and one (1) ten (10) minute break per day as scheduled by their immediate supervisor.

Section Four. Paraeducators will be expected to cover a class for short periods of time when need dictates. During this time, the teacher will be responsible for providing the plans for activities. If on a given day, the coverage will knowingly exceed one and one-half (1 ½) hours, a substitute teacher will be sought. Administrators must make every reasonable effort to obtain substitutes. However, when a substitute cannot be obtained, a paraeducator may be reassigned to a substitute position for the day. The paraeducator shall receive an additional thirty-seven dollars and fifty cents (\$37.50) per day when substituting for a period of forty (40) minutes or more.

Section Five. The work schedule of all regular full-time health aides will coincide with the school calendar at 181 days plus 1. The Superintendent reserves the right to require health aides to work additional days in order to meet the needs of the district. Except in cases of emergency, health aides will be given two (2) weeks' notice of additional work days.

Section Six. Holidays. An employee shall be entitled to the following paid holidays:

New Year's Day	Memorial Day
President's Day	Labor Day
Good Friday	Columbus Day
Veteran's Day	Thanksgiving
MLK Day	Day After Thanksgiving
	Christmas Day

Should a determination be made to open schools on one (1) or more of the above-listed days, employees shall be entitled to an equal amount of compensatory time which can be taken with the permission of the Superintendent.

Section Seven. In the event of a delayed opening or early dismissal, paraeducators shall be paid for the entire day. The administration reserves the right to determine exact release and start times based on the needs of the students and school.

ARTICLE IX – Leave Provisions

Section One. Sick Leave. Paraeducators will be granted ten (10) sick days annually with pay for sick leave. Employees who use more than four (4) consecutive sick days shall be required to bring in a notice from their physician documenting their illness or incapacity upon their return to work. A notice from a physician may also be required for: 1) Leave of any duration if absence from duty recurs frequently or habitually; and/or 2) Leave of any duration when evidence indicates reasonable cause of requiring such a certificate.

Paraeducators must have more than three (3) months of employment to be eligible for sick leave. Those hired for the start of school shall be credited for the full ten (10) days. Those hired after the start of school shall be credited a pro-rated amount based on his/her start date. Unused sick leave may be accumulated for future use but the total accumulation shall not exceed one hundred (100) days.

Section Two. Personal Leave. Employees shall be entitled to a total of four (4) days leave of absence, with full pay, for any of the following reasons:

1. Family (i.e., care of family, graduation, appointments that cannot be scheduled outside of the work day)
2. Funerals
3. Religious
4. Legal
5. One (1) unspecified day per year

Leaves must be applied for three (3) days in advance notwithstanding extenuating circumstances, excluding Saturday and Sunday. The number of employees on leave may be limited subject to work requirements and staffing needs.

Personal leave shall not be cumulative.

Employees will be compensated at the rate of \$35 per unused personal day.

The Superintendent may, in his or her sole discretion, permit an employee to take up to two (2) additional personal days in extenuating circumstances. Such discretionary decision shall not be subject to the grievance or arbitration provisions of this Agreement.

Section Three. Jury Duty. If an employee is called upon to serve jury duty, he/she shall be compensated at his/her full pay during time missed from work, less any compensation he/she received

for such jury duty. Day shift employees shall be excused from work on days they are required to report for jury duty.

Section Four. Dependent Care. Paraeducators can use up to two (2) days of sick leave to take care of an immediate family member (child, spouse, parent) who is ill.

Section Five. Union Steward Leave. The union steward will receive up to two (2) days of paid leave per year to attend a union workshop or MEUI convention.

ARTICLE X – Disciplinary Action

Section One. Progressive discipline will normally be followed. This includes verbal warning, written warning, suspension and dismissal. In cases of serious employee misconduct, the progression may be suspended.

Section Two. There shall be no disciplinary action without just cause.

Section Three. An employee is entitled to be given the reasons for any suspension or dismissal. The employee shall be granted a meeting with the Superintendent to discuss such reasons and a Union representative may be present.

Section Four. The Union shall be notified in writing whenever an employee is suspended or discharged. Such notification shall be mailed to the Union office at the same time that it is mailed to the employee.

Section Five. No written evaluations, written warnings, reprimands or notice of other disciplinary action of an employee shall be placed in her/his personnel file without notice to the employee.

ARTICLE XI – Seniority

Section One. Seniority shall be defined as the employee's length of continuous employment in the bargaining unit with the Board.

Section Two. Seniority shall not be deemed broken by authorized leave, whether such leave is with or without pay, although seniority will not accrue during unpaid leave. Seniority will not be broken and will accrue while an employee is receiving Workers' Compensation benefits.

Section Three. The Union steward(s) shall have top seniority for the limited purposes defined in Article V.

Section Four. In the event of a layoff or reduction of work hours, the affected employee(s) shall have the following options:

- A. Bump another paraeducator, providing the employee:

1. Has more seniority than the employee that s/he replaces.
 2. Possesses the skills and qualifications-as determined by the job supervisor and/or Superintendent to meet the requirements of the position.
- B. Accept the layoff or reduction in hours.
- C. Resignation.

Under no circumstances shall two (2) part-time employees bump a full-time employee.

Section Five. Bargaining unit members laid off shall have recall rights to positions in the bargaining unit which become open after the layoff for a period of one (1) calendar year from the effective date of the layoff, provided that such employees possess the skills and qualifications, as determined by the job supervisor and/or Superintendent to meet the requirements of the open position.

- A. Notice of recall shall be by registered or certified mail—sent to the last address of the employee appearing on Board records. It shall be the responsibility of the employee to keep such records current. If the employee declines the recall or fails to report to work within fourteen (14) calendar days of its mailing, then all recall rights shall be waived.
- B. Employees who are recalled to work under this section will suffer no loss in seniority and will be placed at the applicable wage rate from that in which they left and further, that the year will not accrue in seniority. Employees not recalled within the one (1) year recall period shall forfeit all recall rights and seniority and wage rate.

Section Six. Should layoffs be pending because of budget reductions, the Board reserves the right to request that the Union discuss contract modifications that could reduce the impact of layoffs.

ARTICLE XII – Longevity Pay

Section One. Longevity payments shall be established at the following rates:

7 - 9 years	\$250
10 - 14 years	\$500
15 years or more	\$750

Dates of payment shall be the anniversary date of each paraeducator’s employment.

Employees hired after June 30, 2021 shall not be eligible for this benefit.

ARTICLE XIII – Vacancies

Section One. A vacancy is defined as an assignment created by a death, retirement, resignation, dismissal, promotion, or new position. The assignment and transfer of personnel is the responsibility of the Board.

Section Two. When vacancies occur in paraeducators' positions, notice shall be given to all members through postings on bulletin boards, and to the Union Stewards during the school year via interoffice mail. Notice of vacancies during the summer shall also be posted on the Board of Education's website and available at the central office.

Section Three. The notice shall set forth the qualifications for filling the position.

Section Four. Absent emergency situations, the vacancy shall not be filled until at least fourteen (14) days following the posting of such notification.

Section Five. Qualified bargaining unit employees who apply for a vacant position will be granted an interview.

Section Six. Employees applying for such positions must do so in writing to the person designated in the notice. If a current employee receives an interview but is not selected for the position, they will be notified.

ARTICLE XIV – Insurance and Pension

Section One. Retirement benefits shall be in accordance with the rules and regulations of the Town of Griswold Municipal Employees' Retirement Plan.

Section Two.

- A. A full service dental plan and a High Deductible Health Plan (HDHP), or a plan that is reasonably equivalent for eligible employees will be made available. The HDHP plan shall have a \$2,000 deductible for single person coverage and a \$4,000 deductible for a two or more person family coverage for in-network covered services. Preventive services shall be covered at 100%.

The Board will fund the following amounts toward the annual deductible for eligible employees into the employee's Health Savings Account (HSA):

- July 1, 2021 - Fifty percent (50%) of the deductible amount for single employee (Two equal payments in September and January)
- July 1, 2022 - Fifty percent (50%) of the deductible amount for single employee (Two equal payments in September and January)
- July 1, 2023 - Fifty percent (50%) of the deductible amount for single employee (Two equal payments in September and January)

The Board's contributions to an employee's HSA shall be prorated by month to reflect the proportional number of months remaining in the plan year for any employee who, due to a qualifying event, enrolls in the HDHP after July of any given HDHP plan year.

The Board's annual contribution toward the funding of the HSA is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for employees. The Board shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

The Board shall pay the cost associated with setting up the HSA and will make available pre-tax direct deposit payroll deductions for employees who wish to make additional pre-tax contributions to their accounts up to the amount permitted by law.

If an employee is precluded from participating in the HSA because he or she does not meet the minimum requirements of federal tax laws and/or regulations, the Board shall provide the employee with access to a Health Reimbursement Account ("HRA"). The Board's annual contribution to the HRA shall not exceed its annual contribution to the HSA, based on the employee's coverage level.

- B. The Board reserves the right to change insurance carriers provided that the insured benefits are reasonably equivalent to the benefits and services provided by the former carrier. "Reasonably equivalent" means that if the change in carrier results in a modification to the benefit plan the overall plan will provide benefits and services that are reasonably equivalent in value to the benefits provided by the overall plan by the former carrier. The terms of the new plan need not conform exactly to the former plan as long as the test of reasonably equivalent is met. This requires prior notice to and approval (such approval not to be unreasonably withheld) from the Union.

- C. Coverage for the plans described above will be offered with premium shares as stated:

2021-2022	19.0% covered employee	81.0% Board of Education
2022-2023	19.5% covered employee	80.5% Board of Education
2023-2024	20.0% covered employee	80.0% Board of Education

Employees may elect insurance benefits for spouse and dependents at the employee's own expense.

- D. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code ("IRC") §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §49801 (or any other state or federal statute or regulation) be mandated to take effect during the term of this Agreement triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employee Relations Act. During such mid-term negotiations, the parties will reopen the insurance provisions for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be reopened during such mid-term negotiations.

Section Three. The following coverage will be offered to paraeducators, the full cost of which will be borne by the Board.

- a. \$10,000 term life insurance for employee only.

Section Four. Upon retirement, employees will be entitled to purchase health insurance at the group rate.

ARTICLE XV – Parenthood/Family Medical Leave

Section One. Any full-time paraeducator who becomes pregnant shall notify the Superintendent at least four (4) months prior to the expected date of delivery. Such notice shall include a physician's confirmation of the pregnancy and the full-time paraeducator's estimated date of delivery.

Section Two. Leave shall begin when, in the opinion of her physician, the full-time paraeducator is no longer able to work or upon confinement.

Section Three. Leave shall expire when, in the opinion of her physician, she is able to return to work.

Section Four. Leave taken in Sections 2 and 3 above shall be applied to sick leave.

Section Five. Failure to return to work after approval by her physician shall constitute a resignation from employment.

Section Six.

- A. An extended leave of absence for child rearing may be granted by the Board upon application by the employee (father or mother). Said application must be made to

the Board at least sixty (60) days prior to the estimated delivery date of the child. Such leave shall be without pay and shall not exceed one (1) year. The full-time paraeducator may continue his/her fringe benefits during such extended leave at his/her own expense. An extended leave of absence for child rearing may also be granted in cases of adoption where the child has yet to reach his/her first birthday.

- B. Each full-time paraeducator who has been employed by the Board for at least one (1) year, shall be eligible for up to twelve (12) weeks unpaid leave in a school year in accordance with the provisions of the Family and Medical Leave Act of 1993 for one (1) or more of the following:
 - 1. Birth of a child of the employee;
 - 2. Placement of a child with the employee for adoption or foster care;
 - 3. Care for a spouse, child or parent of the employee if that spouse, child or parent has a serious health condition;
 - 4. A serious health condition of the employee that makes the employee unable to perform the functions of his/her position.
- C. Accumulated sick leave to which a paraeducator taking leave for a serious health condition is entitled shall be substituted for any part of the twelve (12) week period of leave. For example, a paraeducator with thirty (30) accumulated sick days (six (6) workweeks) must use those thirty (30) days and then would be eligible for six (6) weeks unpaid leave beyond the thirty (30) days.
- D. The Superintendent or his/her designee shall discuss all requests for leave under this section on a case-by-case basis with the paraeducator requesting leave in order to best meet the needs of both the paraeducator and the school system.
- E. The paraeducator during the period of such leave shall continue to receive health insurance coverage on the same terms as if he/she had continued to work. Appropriate arrangements will be made for the paraeducators to pay on a timely basis his/her share of the health insurance premiums while on leave. As provided by law, in some instances the Board may recover the premiums it paid to maintain health coverage for the paraeducator who fails to return to work from this leave.

Section Seven. Advancement on the salary schedule will be granted to the full-time paraeducator upon return to the system provided the full-time paraeducator was employed for not less than ninety (90) school days during the school year in which maternity and/or child rearing leave occurred.

Section Eight. Upon expiration of her/his leave, the full-time paraeducator will be reinstated in her/his former position, or similar position, unless it has been abolished.

ARTICLE XVI – Grievance Procedure

Section One. Definition of a grievance. A grievance is defined as a written complaint, alleging a violation of at least one (1) provision of this Agreement.

Section Two. A Union representative, who may or may not be an employee, with or without an aggrieved employee, may submit a grievance upon notification to the local bargaining unit steward, and the Union may submit an institutional grievance on its own behalf.

Section Three. As used in this Article, “days” shall mean “calendar days”.

Section Four. A grievance shall be deemed waived unless submitted at Step I within thirty (30) days from the cause of the grievance.

Section Five. Grievance Procedure.

Step I - Supervisor: A grievance will be submitted first to the supervisor, except in the case of a suspension or dismissal, which shall be submitted directly to Step II. The supervisor shall meet with the Union representative and/or the grievant and issue a written response within ten (10) days after such meeting but not later than fifteen (15) days after submission of the grievance.

Step II - Superintendent of Schools: When the answer at Step I does not resolve the grievance, or if there is no answer at Step I, the grievance may be submitted by the Union representative and/or grievant within ten (10) days of the previous response or the date when said response was due if no response is made. Within ten (10) days of the receipt of the grievance, the Superintendent will meet with the Union representative and/or grievant and will issue a decision within ten (10) days following such meeting.

Step III - Board of Education: If the grievance is not resolved at Step II, or if there is no answer at Step II, the employee or the Union may submit the grievance to the Board within ten (10) days of the Step II response or the date when said response was due if no response is made. The Board will hear the grievance within thirty (30) days of the submission of the grievance to the Board level.

Step IV - Arbitration: Within fifteen (15) days after the Board’s answer at Step III, or if no meeting is held within the time limits, the Union, in its sole discretion, may submit the grievance to arbitration. The arbitrator shall be selected from a list provided by the American Arbitration Association. The parties shall share equally the costs of arbitration. The arbitrator shall have no power to add to or subtract from this Agreement. The award of the arbitrator shall be binding.

Section Six. If the Union does not meet the time limits for submission to the next Step, the grievance will be presumed settled. If the Board does not meet the time limits, the grievance may be automatically processed to the next Step. Extensions may be afforded either party by mutual consent in writing.

ARTICLE XVII – Employee Expense

Section One. Employees who are authorized in advance to use their own vehicles for school business shall be entitled to compensation according to established Board policy.

ARTICLE XVIII – Professional/Staff Development

Section One. The Board recognizes the value of professional development for employees. Paraeducators may attend professional/staff development activities. IA's shall be paid for all time spent at such activities that are required by administration or mandated by law. The activities may be scheduled on regular school days, designated professional development days or during the week before and/or the week after the school year begins/ends. IA's will be given ample notice of the dates and times of any required professional development activities.

Fees for programs sponsored by the Community Learning Center will be waived for IA's if it is determined by the Superintendent that the content is related to the IA's employment responsibilities.

ARTICLE XIX – Performance Evaluation

Section One. Each paraeducator will be evaluated annually with a written performance evaluation. The evaluation tool will be shared with the employees prior to implementation or change.

Section Two. An administrator will prepare the evaluation with input from the certified professional(s) that the paraeducator works with.

Section Three. The evaluation will be shared with the employee. The evaluation will be signed by the administrator and the employee and included in the paraeducator's personnel file.

Section Four. Employees who receive an unsatisfactory evaluation shall have the right to file a rebuttal, which will be attached to the evaluation and placed in the employee's personnel file.

ARTICLE XX – Duration

Section One. This Agreement shall be effective as of the first (1st) day of July, 2021, and shall remain in force and effect until the thirtieth (30th) day of June, 2024.

Section Two. Either party may notify the other, in writing, of its desire to bargain collectively with respect to a successor agreement. However, except as noted above, neither party shall be obligated to take part in any such negotiations prior to December 1, 2024.

ARTICLE XXI – Savings Clause

Section One. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated articles, section, sentence, clause and phrase.

SIGNATURES

Mary Beth Mallin

GRISWOLD BOARD OF EDUCATION

12.15.2021

Date

Janis A. ...

MUNICIPAL EMPLOYEES
UNION "INDEPENDENT"

12/15/21

Date