

CONTRACT

BETWEEN

THE STAMFORD BOARD OF EDUCATION

AND

THE PARAEDUCATORS OF STAMFORD  
ASSOCIATION

*July 1, 2010 – June 30, 2013*



**Stamford Public Schools**  
EXCELLENCE IS THE POINT.

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AGREEMENT made this 28<sup>th</sup> day of October, 2010, by and between the STAMFORD BOARD OF EDUCATION (hereinafter referred to as the "BOARD") and the PARAEDUCATORS ASSOCIATION OF STAMFORD (PAS) (hereinafter referred to as the "ASSOCIATION").

## **ARTICLE 1 – RECOGNITION**

Pursuant to a Decision and Certification of Representation by the Connecticut Board of Labor Relations dated May 12, 1970, the BOARD hereby recognizes the ASSOCIATION for the purpose of collective bargaining as the exclusive representative of all Paraeducators employed on a regular daily basis of one-half (1/2) day or more by the BOARD. All Paraeducators so employed will be deemed full time employees of the BOARD.

## **ARTICLE 2 – DEFINITION OF A PARAEDUCATOR**

The following is the CT State Department of Education's definition of a paraeducator:

“A paraeducator is an employee who assists teachers and/or other professional educators or therapists in the delivery of instructional and related services to students. The paraeducator works under the direct supervision of the teacher or other certified or licensed professional. The ultimate responsibility for the design, implementation and evaluation of instructional programs, including assessment of student progress, is a collaborative effort of certified and licensed staff.”

In addition to the State's definition, in the district, the definition of a paraeducator is an employee assigned to one of the following categories:

- A. Paraeducator (P)
- B. Special Education Paraeducator (SPEDP) assigned to:
  - 1. Program
  - 2. Student
  - 3. Classroom

## **ARTICLE 3 – AGENCY SHOP**

As a condition of employment, all paraeducators covered by this Agreement, shall become members of the ASSOCIATION by the thirty-first (31st) day after the date of hiring, and remain members in good standing in the ASSOCIATION during the term of this Agreement. An employee shall, in lieu of becoming a member of the ASSOCIATION, authorize withdrawal from his/her salary of a

representation fee equal to the proportion of dues uniformly required of ASSOCIATION members attributable to the costs of negotiations, contract administration and grievance adjustment.

#### **ARTICLE 4 – DUES CHECK-OFF AND OTHER DEDUCTIONS**

- A. The BOARD agrees to deduct health insurance premiums, credit union payments, required pension contributions and voluntary retirement contributions from the pay of each paraeducator who voluntarily authorizes said deductions on an approved form. The BOARD and the ASSOCIATION also agree to deduct ASSOCIATION dues and representation fees as described in Article 3 and pension contributions as described in Article 20 and fees identified as employee payroll overpayments, recovery of such funds due the BOARD. Said deductions shall be subject to reasonable administration regulations and shall be forwarded promptly to the ASSOCIATION and other proper payees. Deductions will be made as follows:
1. ASSOCIATION dues or representation fee and pension contributions shall be deducted on an equal basis from each paycheck.
  2. All other optional deductions will be taken from the appropriate paycheck.
- B. The ASSOCIATION agrees to certify in writing promptly after the ratification of this Agreement by the BOARD of Representatives the current rate of membership dues and representation fees. Thereafter, if the ASSOCIATION changes its dues, it shall give the BOARD at least thirty (30) days written notice thereof prior to the first deduction thereof.
- C. Any paraeducator desiring to have the BOARD discontinue deductions previously authorized (except ASSOCIATION dues or representation fee) must notify the BOARD in writing by September 15th of each year or be bound for that school year.
- D. The Association shall indemnify and hold the Board harmless against any and all claims, demands, lawsuits or other forms of liability, including, without limitation attorneys' fees and/or costs that shall arise out of, or by reason of, the enforcement or administration of this article.

## ARTICLE 5 – SALARY SCHEDULE

- A. Salary schedules for the 2010-2011, 2011-2012 and 2012-2013 school years and a longevity schedule for the 2010-2013 school years are attached hereto entitled Schedules 1, 2, 3 and 4 respectively, and made a part hereof.
- B. After July 1, 2010, all new hires shall be required to show proof of passing the ParaPro Assessment. Paraeducator candidates must pay for and pass ParaPro before employment. As a condition of employment with the Board, new hires must pass the ParaPro Assessment, or possess an Associate's degree, or the equivalent sixty (60) college credits to be considered eligible prior to becoming employed.
- C. All new hires will be placed on Step 1 regardless of experience with the exception that the Superintendent may grant additional step credit for previous experience or in order to fill a position for which there is not a sufficient pool of qualified candidates. At the discretion of the Superintendent or his/her designee, new paraeducators may be credited with past related work experience commensurate with the duties to be performed.
- D. Advancement to a new salary level shall occur July 1 unless the Board withholds advancement based on unsatisfactory performance. The determination of unsatisfactory performance shall be subject to review under the just cause provision of this agreement.
- E. On or after July 1, 2011, advancement to a new salary column shall also occur within 30 days after paraeducator shows he or she has successfully completed the ParaPro Assessment, 60 college credits, an Associate's Degree or a Bachelor's Degree. The salary schedule shall consist of three columns: 1. High School Diploma; 2. Passage of ParaPro Assessment/60 college credits/Associate's Degree; 3. Bachelor's Degree.
- F. The Board will pay, one time, the \$45 fee for the ParaPro Assessment through individual reimbursement or through a group purchase order where feasible.
- G. In the event an employee receives an overpayment after July 2010, the BOARD may automatically recover such overpayment through payroll deduction. Any claims over two (2) years old may not be automatically recovered.

## ARTICLE 6 – WORK SCHEDULE

### A. School Year

During the life of this Agreement, paraeducators shall be required to work one hundred eighty-six (186) days each school year, at least one of which must be used for Professional Development. The BOARD may schedule the work year for an individual paraeducator to start before and/or end after the regular work year to the extent necessary to meet the needs of an individual student. Any paraeducator whom the BOARD may require to work more than the regular work year shall have his/her paycheck adjusted accordingly.

### B. School Day

1. The length of the normal school day for the paraeducators has been set at the length of the student school day plus such additional time as the BOARD may determine necessary for appropriate student supervision and professional development. The BOARD may schedule the work day for an individual paraeducator to start before and/or end after the regular school day to meet the needs of an individual student. The affected employee may decline the assignment and will be reassigned, and the position shall be filled by the BOARD. Any paraeducator the BOARD may require to work more or less than the student school day, shall have his/her paycheck adjusted accordingly.
2. Whenever the BOARD decides to officially close a building(s), paraeducators who usually work that day shall be permitted to leave that building(s) with no loss of pay only after securing the approval of the building principal. However, should the teachers of the paraeducator's school be leaving school to attend a training session, the Principal can require the paraeducator(s) in his/her school to attend such training session at his/her discretion.

### C. Daily Break

Each paraeducator shall be entitled to a fifteen (15) minute break each day in the morning.

## ARTICLE 7 – INSURANCE

### A. Health Insurance

1. All paraeducators shall be eligible to participate for themselves and/or their dependents in the BOARD's program of Hospital, Surgical and Major- Medical Insurance (the "PPO Plan") as provided for the professional staff.



For the 2010-2011 school year, paraeducators shall contribute 16% of the premium cost for the individual or for the individual plus one dependent. For the 2010-2011 school year, paraeducators shall contribute 20% of the premium cost for the employee plus two or more dependents.

For the 2011-2012 school year, paraeducators shall contribute 16% of the premium cost for the individual or for the individual plus one dependent. For the 2011-2012 school year, paraeducators shall contribute 20% of the premium cost for the employee plus two or more dependents.

For the 2012-2013 school year, paraeducators shall contribute 16% of the premium cost for the individual or for the individual plus one dependent. For the 2012-2013 school year, paraeducators shall contribute 20% of the premium cost for the employee plus two or more dependents.

2. The PPO Plan shall include the following plan design elements:
  - a. Doctor co-pay of \$15 per visit;
  - b. Emergency room co-pay of \$50 per visit;
  - c. Hospital Confinement co-pay of \$100 per confinement; and
  - d. Prescription Drug Co-pays as follows:
    - i. Effective July 1, 2010 the formulary prescription drug co-pay shall be \$10.00 for generic prescription drugs, \$20.00 for preferred brand prescription drugs, and \$30.00 for non-preferred brand prescription drugs.
    - ii. The mail order formulary prescription drug co-pay shall be one and one-half times retail co-pay for a ninety day supply.
3. Requests for participation must be submitted in writing to the BOARD within thirty (30) days after employment or the beginning of the school year and shall be binding for the balance of that school year. Any increase in the cost of said insurance shall be communicated to all participating paraeducators not less than thirty (30) days before such increase is to become effective. In the event the BOARD shall fail to notify any paraeducator of such an increase and such paraeducator then desires to cancel his/her coverage, the BOARD shall be responsible and indemnify the paraeducator for any such increase for which he/she is obligated to pay until his/her termination is effective, or thirty (30) days whichever is shorter.

B. Life Insurance

The BOARD shall provide group life insurance, including accidental death and dismemberment coverage, for each paraeducator in the amount of twenty-five thousand (\$25,000) dollars. The cost of such insurance shall be borne entirely by the BOARD.

C. Individual Retirement Account

The BOARD will consult with the ASSOCIATION to determine a single carrier for an Individual Retirement Account, and will make payroll deductions as requested by individual paraeducator to that carrier. Such voluntary deductions are subject to conditions stated in ARTICLE 4- DUES CHECK-OFF AND OTHER DEDUCTIONS.

D. Retiree Insurance

Any paraeducator who has worked fifteen (15) or more years with the Stamford Public Schools may, upon retirement, participate in the insurance program described in Paragraph A above, at his/her own expense, at the group rate, in accordance with procedures developed by the Administration.

E. Flex Spending Accounts

Any paraeducator may participate in the BOARD's Flex Spending Accounts for dependent care and health care pursuant to IRC Sections 129 and 125. Unit members' deposits in excess of expenditures in any calendar year will be retained by the district up to the amount of the administrative costs of the Flexible Spending Accounts. Excess forfeitures will be returned to participants on an average basis without regard to the participant's experience.

## **ARTICLE 8 – SICK LEAVE**

- A. In the first year of employment in the Stamford School System, a paraeducator shall be entitled to sick time with pay up to ten (10) working days. Paraeducators shall be entitled to one (1) day's paid sick leave for each one (1) month of employment.
- B. Paraeducators who receive salary agreements for a second school year of employment or years thereafter shall be entitled to sick leave with pay up to twelve (12) working days in each school year. Employees may use up to two (2) days of accumulated sick leave on summer school work days.
- C. The maximum accumulation that a paraeducator may end the school year with is one hundred forty (140) days. For the purpose of the contract provision on severance pay in Article 8(F), the maximum accumulated sick leave shall be one hundred forty (140) days.

- D. The Superintendent, or his/her designee, may require any paraeducator who misses five (5) or more consecutive school days to present a medical certificate in order to be paid for said extended sick time absence. Upon prior written notification of suspected sick leave abuse, the Superintendent or his/her designee may require a medical certification in cases of absences of shorter duration.
- E. On or before October 1 of each school year, the BOARD shall provide all paraeducators with a written statement as to the number of sick days they have used and the number they have accrued to date.
- F. Any paraeducator who has worked fifteen (15) or more consecutive years and elects to leave service with the BOARD shall be entitled to receive payment of fifty percent (50%) of all unused sick leave accrued at the salary level in effect at the time of separation. Paraeducators who have worked twenty (20) or more consecutive years shall be entitled to receive payment of one hundred percent (100%).

#### **ARTICLE 9 – SICK LEAVE BANK**

- A. A "Sick Leave Bank" shall be established. The purpose of said bank shall be to help paraeducators who suffer prolonged absence due to a disabling disease, an accident causing disability, or a medical condition causing a prolonged disability, and who have exhausted their own personal sick leave. Paraeducators with three (3) or more years of completed continuous employment may donate up to two (2) days of his/her sick leave to the "Bank."
- B. Only those paraeducators who donate to the "Bank" will be eligible to withdraw days from the Bank in accordance with the written policy between the paraeducator and the BOARD. Paraeducators using sick days from the "Bank" will not be required to replace said days. Any paraeducator who withdraws from membership in the "Bank" shall not be allowed to withdraw days donated. If the donated days are exhausted during a school year, the "Bank" will be declared open and additional donations up to two (2) days may be made by qualified members. To remain a member in good standing, membership in the "Bank" shall be renewed each year.
- C. Any paraeducator who donates two (2) days to the "Bank" will be entitled to use up to sixty (60) days from the "Bank" if authorized by the committee as set forth in Section 9(d); and any paraeducator who donates one (1) day shall be authorized to use up to thirty (30) days. Any paraeducator who has donated two (2) days to the "Bank" for the most recent five (5)

consecutive school years shall be entitled to use up to ninety (90) days. Such donations shall be made in June of each year to establish eligibility for the Bank for the succeeding school year. Participating employees may use a maximum number of days over the course of their employment with the Board in accordance with their donation level, *i.e.* thirty (30), sixty (60), or ninety (90) days respectively.

- D. A committee consisting of two (2) members of the ASSOCIATION and one (1) member delegated by the BOARD shall be established to implement, administer and control the "Bank" in accordance with the written policy between the ASSOCIATION and the BOARD.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

The purpose of this procedure is to review at the lowest possible administrative level solutions to grievances involving the alleged violation, misinterpretation or misapplication of any of the specific terms of this Agreement or Board policy between a paraeducator or group of paraeducators, including the ASSOCIATION as a whole or the BOARD or its administrators, which arise out of the paraeducator's employment. The parties agree that any proceedings hereunder shall be kept as informal and confidential as may be appropriate at each level of the procedure.

A. Level One: Principal or Designated Administrator

In the event that any Paraeducator shall have a grievance, an effort shall be made to resolve the grievance through the paraeducator's Principal or Designated Administrator. Not more than thirty (30) school days should elapse before the paraeducator informs his/her Principal or Designated Administrator of his/her grievance. If the grievance is not resolved within seven (7) school days after the Principal or Designated Administrator has been informed of the grievance, the ASSOCIATION may take up the grievance at Level Two.

B. Level Two: Superintendent or Designee

In the event that the Grievance Committee of the ASSOCIATION is not satisfied with the disposition of the grievance at Level One or in the event that no decision has been rendered within seven (7) school days after the grievance was submitted at Level One, the President of the ASSOCIATION shall file a written grievance with the Superintendent of Schools or his/her designee. Within ten (10) school days after receipt of the written grievance by the Superintendent or his/her designee, the Superintendent or his/her designee shall meet with the aggrieved person and the ASSOCIATION representative in an effort to resolve it. If no resolution of such grievance is reached with the Superintendent or his/her

designee, the Superintendent or his/her designee shall answer the grievance in writing within five (5) school days.

C. Level Three: Board of Education

1. Should negotiations between the parties fail to bring about an agreement with respect to the grievance, the ASSOCIATION may, within ten (10) days from the date of the Superintendent's answer, submit the grievance to a hearing before the Board of Education.
2. The Board of Education shall hear any said grievance appealed to this level within thirty (30) days after a letter requesting the hearing is received by the office of the Board of Education in Stamford.
3. Said hearing shall be handled in a manner giving the aggrieved paraeducator an opportunity for a full and fair hearing.
4. If the ASSOCIATION fails to appeal to the BOARD within said ten (10) day period, the decision of the Superintendent shall be binding on the parties. If the BOARD, or its representative on each level fails to give its answer within the time limits provided on each level, the grievance shall proceed immediately to the next level. Should the Superintendent fail to answer within the time limit provided in Level Two the matter shall proceed immediately to said hearing.

D. Impartial Arbitration

1. In the event that the aggrieved paraeducator is not satisfied with the disposition of the grievance at Level Three, or in the event no decision has been rendered within ten (10) school days after the conclusion of the hearing, the paraeducator or the ASSOCIATION may within five (5) school days after a decision by the BOARD or fifteen (15) school days after the conclusion of the BOARD hearing, whichever is sooner, present a request in writing to the chairperson of the ASSOCIATION Grievance Committee to carry the grievance to impartial arbitration. The Grievance Committee shall notify the BOARD of its intention to proceed to impartial arbitration within 15 days thereafter.
2. The parties shall be governed by the rules and regulations of the American Arbitration Association in the selection and designation of an arbitrator.
3. The arbitrator so selected shall hold hearings promptly and shall issue a decision in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to make any decision or recommendation which requires the commission of an act prohibited by law or which violates, modifies, alters, or changes the terms of this agreement.

4. Where the grievance involves an alleged violation, misinterpretation, or misapplication of the terms of this agreement, the arbitrator may render a decision which is final and binding on the parties; however, where the grievance involves an alleged violation, misinterpretation or misapplication of the rules, regulations, administrative directives or policies of the BOARD, then the recommendation or decision of the arbitrator shall be advisory. Such decision or recommendation of the arbitrator shall be submitted to the BOARD, the aggrieved paraeducator, and the chairperson of the ASSOCIATION Grievance Committee.
5. Cost of such arbitrator shall be equally borne by the ASSOCIATION and the BOARD.

## **ARTICLE 11 – GENERAL PROVISIONS**

### **A. Evaluation**

Each paraeducator will be formally evaluated in writing by his/her Principal and/or designated Administrator at least twice a year during the first three (3) continuous years of service. Within the employee's first three years of service, the first in-person evaluation shall be conducted by February 1 of each year and the second in-person evaluation shall be conducted by the end of each school year. After the third (3rd) completed continuous year of service, paraeducator shall be formally evaluated in-person at least once a year before the end of the school year. The paraeducator will receive a copy of said written evaluations at least twenty-four (24) hours before each of the in-person meetings. Each paraeducator shall have the opportunity to attach written comments on any evaluation.

### **B. Personnel Files**

Each member of the ASSOCIATION shall have the right to review the contents of his/her personnel file, both files maintained at the member's school or at the Human Capital Development Office. A member may authorize his/her representative, in writing, to review said file(s). Employees shall be given a copy "cc Personnel File" of any material relating to their performance which is placed in their file. Should he/she feel such addition to be false and inaccurate, such matter shall be handled in the same manner as the grievance procedure outlined in ARTICLE 10. Paraeducators shall be permitted to submit for inclusion in their personnel files written comment to material relating to their performance, provided that such material is placed in their personnel file.

C. Assignments/Transfers

1. Assignments

Assignments of paraeducators within these respective classifications is the responsibility of the Superintendent or his/her designee. No paraeducator shall be assigned to a Special Education Paraeducator position, and no Special Education Paraeducator shall be assigned to a Paraeducator position, unless the respective paraeducator/special education paraeducator to be assigned to the other classification is the least senior paraeducator/special education paraeducator within his/her respective classification.

2. Involuntary Transfers

When involuntary transfers are necessary within a school year, current assignment, the best interest of the student, and the paraeducator's training applicable to student's needs shall be the major factors in determining the transfer. Notwithstanding the foregoing, the BOARD may make temporary assignments out of classification to meet district needs.

An involuntary transfer shall be made only after a meeting between the paraeducator involved and the Superintendent or his/her designee, at which time the paraeducator shall be notified of the reason for the transfer. If the paraeducator so requests, an ASSOCIATION representative may be present at this meeting.

D. Vacancies

All vacancies must be posted for five (5) business days. Individuals interested in applying must do so through the on-line application system. The new assignment becomes effective the 1<sup>st</sup> day of the following school year unless a then current member volunteers to transfer by applying through the on-line application system. The supervisor shall conduct interviews of members who applied and consider education level or passage of the ParaPro Assessment, prior evaluations, references, and then seniority, before making a decision to request the transfer of the member applicant. To maintain continuity of services, a long-term sub will be placed into the vacancy for the remainder of the current school year.

E. Resignations

To resign in good standing, a paraeducator must give the Human Capital Development Office at least fourteen (14) calendar days prior notice unless the Human Capital Development Office, because of extenuating circumstances, agrees to permit a shorter period of notice. A written resignation shall be supplied by the paraeducator to the Human Capital Development Office giving reasons for leaving and the effective date of departure.

F. Duties and Responsibilities

The BOARD and the ASSOCIATION agree that, except as provided below, paraeducators should not be required to assume the duties and responsibilities of teachers, including but not limited to the administration of medicines to students. Therefore, every reasonable effort shall be made to avoid situations where paraeducators are required to assume the duties and responsibilities of teachers. Reasonable effort shall include attempts to secure a substitute teacher and/or attempts to use teachers on staff to cover for the situation.

Any paraeducator certified as a teacher who independently performs the duties of a classroom teacher will be paid an additional sixty dollars (\$60) per day. Such amount shall be paid through submission of an extra-service voucher submitted by paraeducators at the completion of every work week.

Toileting

1. When a student is in need of toileting assistance, it is recommended that it be with two (2) adults present, subject to urgent or unavoidable circumstances.
2. The building Principal or his/her designee will assign the staff to assist the child.
3. Paraeducator will be trained on the appropriate techniques to assist a child with toileting, menstrual cycles and hygiene techniques.
4. The building Principal may designate the bathroom within the school nurse's office as the bathroom location of choice based upon building construction/location.

G. Protection

The BOARD shall provide the necessary safeguards from threats or bodily harm to all paraeducators during any work stoppage or interruption by any employees of the BOARD.

The BOARD will use its best efforts to provide a safe work area for all paraeducators.

The BOARD shall protect and save harmless any paraeducator employed by it from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other action resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided that such paraeducator, at the time of the acts resulting in the injury, damage or



destruction, was acting in the discharge of his or her duties or within the scope of employment, as set forth in Connecticut General Statutes Section 10-235.

H. Part-time Paraeducators

Paraeducators employed on a part-time basis will be placed on the appropriate step of the scale and will be paid at the hourly rate then prevailing for that step. A part-time paraeducator employed on a regular basis of one-half (1/2) days or more shall be entitled to the fringe benefits provided herein according to his/her duty rate of pay and shall be eligible for insurance coverage as provided in ARTICLE 7 above.

I. Workers' Compensation

Whenever an employee is absent from work as a result of an injury subject to workers' compensation, he/she shall have the right to receive his/her full pay, less the amount of workers' compensation benefits, for the period of the absence up to a maximum of twelve (12) months. Absences attributable to an assault shall be governed by the provisions of Conn. Gen. Stat. Section 10-236a.

- J. After negotiations with the ASSOCIATION, the BOARD may establish stipends for positions that require specialized training (e.g. sign language, specialized interventions for autistic children) as verified by transcript or certificate of completion, which stipend shall be paid for each year of service for which the specialized training is required.
- K. The BOARD shall provide training each year to paraeducators in areas determined by the Administration to be relevant to their responsibilities (e.g. computers, restraining aggressive students, special education). Such training activities shall be planned in consultation with the ASSOCIATION.
- L. Newly hired paraeducators shall serve a probationary period of 186 work days. During the probationary period, paraeducators shall be subject to all provisions of this Agreement except for the Grievance Procedure in cases of termination.
- M. If any provision of this Agreement is adjudicated invalid by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect, and the parties shall negotiate over a substitute provision in light of such ruling.

## ARTICLE 12 – PERMITTED ABSENCES AND LEAVES

### A. Medical Leave of Absence

1. All full time paraeducators with a minimum of one (1) year of service shall be entitled to Family Medical Leave Act (FMLA) leave of absence in accordance with the federal law.

Paraeducators shall be entitled to up to two (2) working days in the event of illness in the immediate family, *i.e.*, husband, wife, son, daughter, mother, father, or in the event of illness of a sister, brother or other relative who is a permanent member of the paraeducator's household. A paraeducator may use up to two (2) accumulated sick leave days as additional family illness days if available and with the approval of his/her principal or supervisor.

2. Any paraeducator so qualifying shall direct his/her request for a leave of absence to the Superintendent's designee in writing, stating the reasons therefore. The illness or other incapacitation of the paraeducator or the care required for the immediate relative must be documented in writing by a physician and submitted to the Superintendent's designee on the BOARD's designated forms.
3. The leave of absence will guarantee the paraeducator granted said leave that the BOARD and Superintendent will hold open the paraeducator's same position for four (4) months from the first day of the paraeducator's leave, and will not permanently replace him/her. At the expiration of the said four (4) month leave of absence, the BOARD and Superintendent may permanently replace the paraeducator in his/her position if the paraeducator has not returned to work.

### B. Maternity Disability and Child Care Leave

**See Section A.**

### C. Voluntary Leave of Absence

1. Upon the completion of three (3) years of continuous, satisfactory service, a paraeducator shall be eligible for a voluntary leave of absence for a period of one (1) school year without pay or benefits if he/she notifies their supervisor in writing by July 1st preceding the school year desired for leave or the intention to take leave. Only ten (10) paraeducators per year will be permitted to take such a voluntary leave. The order of preference for those paraeducators desiring to take such a voluntary leave shall be based on seniority.
2. Upon conclusion of said leave, the paraeducator shall be entitled to re-employment in the position he or she left if available or in a

comparable position at the same pay step as when the paraeducator left on leave. However, to be entitled to such re-employment, the paraeducator shall notify the Human Capital Development Office in writing by February 1st of the year prior to expected return of his/her intention to return. If notification is not received by said date, said paraeducator loses entitlement to re-employment.

D. Personal Days

The BOARD will permit the Principal of each school to authorize two (2) personal days with pay for all paraeducators. The paraeducator requesting said personal day shall make his/her request to the principal in writing at least seventy-two (72) hours before the day off requested if possible (emergencies excepted). These said personal days shall be non-cumulative from year to year. Under no circumstances can the said days be taken immediately prior to or immediately after vacations or holidays. Any violations of this provision shall result in a payroll deduction.

E. Jury Duty

Whenever a paraeducator is required to serve on jury duty, the BOARD shall pay to the paraeducator the difference between the pay for jury duty and the paraeducator's daily pay in his or her paraeducator job.

F. Military Leave

In the event a paraeducator leaves work to enter the military service of the United States of America, he/she will be guaranteed his/her job upon return with full credit for accrued benefits and seniority earned before he/she left his/her job with the BOARD in accordance with applicable state and/or federal law.

G. Bereavement Leave

1. Paraeducators shall be eligible to a paid bereavement leave of five (5) continuous working days in the event of the death of a spouse, parent, child, brother, sister, grandparent or grandchild; and three (3) continuous working days in the event of the death of a spouse's immediate relative, i.e., parent, brother, or sister, or a son-in-law or daughter-in-law, and one (1) working day in the event of the death of a first cousin, aunt, uncle, niece, nephew or the spouse of a spouse's immediate relative.
2. Additional bereavement leave in connection with required travel or other unusual circumstances shall be granted at the discretion of the Superintendent or his/her designee.

H. Religious Leave

Paraeducators may be absent not more than one day per year as required by an individual's religion.

I. Authorized Absences

In order to be authorized, all permitted absences must be reported by the paraeducator in the proper manner, *i.e.* by calling the absence reporting number and building location no later than the morning of the absence, and when necessary, for personal business, family illness and religious holiday, submission of a completed absence request form. Any absence that is not reported in the proper manner will be deemed unauthorized, will result in a payroll deduction, and may result in disciplinary action taken against the paraeducator up to and including the termination of that paraeducator's contract.

**ARTICLE 13 – CONSULTATIONS**

It is recognized by the parties hereto that all situations and developments could not be anticipated at the time of the negotiation of this contract. To meet such unforeseen situations and developments and to further achieve rapport between the BOARD and the ASSOCIATION, periodic informal meetings shall be held between committees of each organization as requested by either the ASSOCIATION or the BOARD.

The BOARD and the ASSOCIATION agree to the following procedure:

A. Proposals Initiated by the ASSOCIATION

The ASSOCIATION shall submit to the BOARD a written proposal and request for a meeting. The BOARD shall acknowledge receipt of said proposal within five (5) school days and within fifteen (15) school days thereafter a meeting shall be held between representative(s) of the BOARD and representative(s) of the ASSOCIATION on said proposal. If, as a result of this meeting, or subsequent meetings arranged to the mutual satisfaction of the representative(s) of the BOARD and the ASSOCIATION, agreement is reached on said proposal, it should be presented to the BOARD and the ASSOCIATION with a joint recommendation of their representative(s).

B. Proposals Initiated by the BOARD

The BOARD shall submit to the ASSOCIATION a written proposal and request for a meeting. The ASSOCIATION shall acknowledge receipt of said proposal within five (5) school days and within fifteen (15) school days thereafter a meeting shall be held between representative(s) of the BOARD and representative(s) of the ASSOCIATION on said proposal. If, as a result of this meeting, or subsequent meetings arranged to the mutual

satisfaction of the representative(s) of the ASSOCIATION and the BOARD, agreement is reached on said proposal, it shall be presented to the ASSOCIATION and the BOARD as a joint recommendation of their representative(s).

- C. Any agreement reached between the BOARD and the ASSOCIATION in accordance with any of the procedures outlined in (A) or (B) above shall be reduced to writing, signed by the BOARD and the ASSOCIATION and shall, when appropriate, become an addendum to this contract. In any discussions as aforesaid, the BOARD or the ASSOCIATION may utilize the services of outside consultants, to be paid by the party hiring said consultants.
- D. After the close of school, proposals must be made five (5) days prior to the scheduled BOARD meeting and the representative(s) designated by the BOARD should meet with the representative(s) designated by the ASSOCIATION to discuss the proposal within fifteen (15) days thereafter.
- E. Utilization of this procedure shall not constitute negotiations under the Municipal Employees Relations Act, Conn. General Statutes §7-467 et seq. and shall not supersede or be deemed a substitute for the parties' duty to negotiate, if any, pursuant to said statutory provisions.

#### **ARTICLE 14 – REDUCTION IN FORCE**

- A. A district wide seniority list of paraeducators based on the length of continuous service in the Stamford School System shall be established. This list shall be generated when reduction of staff is necessary. Length of service shall be from the date the paraeducator was employed by the school system. Leaves of sick time, personal days, bereavement and any other leaves granted in this Agreement with the BOARD shall not be deducted from the paraeducator's length of service record.
- B. Reductions in force shall be made from within the classifications of paraeducator. The criteria to be utilized in determining who shall be laid off from either of these classifications shall consist of three (3) parts:
  - 1. Highest rank goes to a paraeducator who has earned a BS or BA degree, then a paraeducator in possession of an AA or AS degree, then a paraeducator who has earned 60 college credits or passed the ParaPro Assessment.
  - 2. Seniority of the paraeducator within the Bargaining Unit.
  - 3. Written evaluations of the paraeducator as called for in Article 11 (A) and/or the unique needs of the potentially affected positions.

4. Paraeducator's attendance record over his/her entire term of employment, except that no more than the most recent five (5) year period shall be considered.

A paraeducator who is displaced from one classification in a reduction in force may displace a less senior paraeducator in the other classification if displacement is warranted by application of the criteria in Article 14(B).

- C. Each paraeducator to be laid off pursuant to the above shall receive at least thirty (30) days' notice prior to the effective date.
- D. ASSOCIATION representatives will serve as observers in both the lay-off and rehiring process and will serve as observers in the determination of transfers and assignments that may result from such lay-offs or rehiring.
- E. When there is an increase in positions following such lay-offs or positions become available through natural attrition, the paraeducators who have been laid off shall be offered reemployment based upon the criteria listed in ARTICLE 14(B).above.
- F. Pending possible return to the employ of the BOARD, the following benefits shall be frozen: accumulated sick time and the salary step.
- G. A RIF'd paraeducator whose name appears on the list will be eligible for reemployment only until September 1st of the 3<sup>rd</sup> year after the effective date of his/her layoff.

#### **ARTICLE 15 – BOARD'S PREROGATIVES**

- A. Except as otherwise specifically and expressly provided in this Agreement, the BOARD retains the sole and exclusive right to determine all matters affecting the operation, management and administration of the school system including but not limited to: the right to hire, evaluate, fire for just cause, direct and control the staff; to plan, direct and schedule operations; to lay off; to promote; to transfer; to discipline or dismiss employees for just cause; to promulgate rules and regulations not inconsistent with the terms hereof; to introduce new and improved methods and systems; to determine general practices and policies and in all respects to carry out the ordinary and customary functions of school management whether or not exercised by the BOARD prior to the execution of this Agreement.

- B. Notice shall be sent to the ASSOCIATION of any written discipline.

### **ARTICLE 16 – NO STRIKE - NO LOCKOUT**

- A. The ASSOCIATION agrees that neither it, its officers or members will directly or indirectly authorize, finance, assist or encourage, or in any way participate in any strike, stoppage of work, sit-down, slowdown, boycott, mass absenteeism or any other interference with the operation and maintenance of the school system. Any paraeducator who participates in any such interruption of work shall be subject to disciplinary action.
- B. If any paraeducator or group of paraeducators violates the above paragraph, the ASSOCIATION, immediately upon notice, shall notify such paraeducator that their action is in violation of law and this Agreement and order them to cease and desist immediately from engaging in such activity.
- C. The BOARD agrees not to engage in a lockout during the life of this Agreement.
- D. The foregoing shall not be deemed in derogation of, but in addition to, any prohibition against strikes as provided by statute.

### **ARTICLE 17 – ASSOCIATION RIGHTS AND PRIVILEGES**

- A. There shall be no reprisals of any kind against any paraeducator by reason of his/her membership in the ASSOCIATION or participation in its activities.
- B. Paraeducators shall not drive students from place to place. No paraeducator shall be required to use his/her automobile for Board of Education purposes. If a paraeducator volunteers to use his/her automobile, he/she shall be reimbursed for travel at the district's defined reimbursement rate.
- C. For the purposes of professional growth, all paraeducators shall participate in meetings and in-service activities that may be planned for them. The parties recognize that when a paraeducator is required to attend meetings and inservice activities beyond his/her normal workday, he/she shall be compensated at his/her normal hourly rate of pay for the duration of the meeting or in-service that had been planned for the paraeducator. A paraeducator required to attend any such meetings or activities must be given at least three (3) school days' advance notice of date and time, except in cases of emergency.

- D. New paraeducators may be required to participate in an orientation program of one (1) day prior to the commencement of their work assignment.
- E. Whenever workshops are offered to teachers and there is additional space available, the course may be offered to an interested paraeducator.
- F. The ASSOCIATION shall be allowed to use a portion of a bulletin board in each school, normally used by the staff of each school, to post notices relative to the ASSOCIATION and its members.
- G. The ASSOCIATION will be permitted to use school interoffice mail for distribution of notices and materials to its members.
- H. The ASSOCIATION will be permitted to use school equipment at reasonable times for the duplicating of notices to its members. The ASSOCIATION will authorize two (2) of its members to operate said equipment in the building where they are assigned.
- I. The ASSOCIATION will be permitted to use one (1) room at least four (4) times per year in a centrally located Board of Education controlled building that is generally open at night.
- J. The President or his/her designee shall be permitted ten (10) working days with pay per school year for conducting ASSOCIATION business.
- K. The BOARD will provide a copy of this final contract for each of the paraeducators at the BOARD's sole expense within thirty (30) days after ratification thereof by the appropriate City Boards. All paraeducators employed after the distribution of this Agreement shall be provided with a copy of this Agreement along with their job description by the Human Capital Development Office at the time of their hiring.
- L. The BOARD shall immediately notify the ASSOCIATION of the names of all paraeducators hired, transferred, on leave of absence, resigning, laid off or otherwise terminated. Such notification shall be made by providing the President of the ASSOCIATION with a copy of the monthly print-out of paraeducators' names and assignments.
- M. At the beginning of each school year, the BOARD shall furnish a list to the President of the ASSOCIATION of all employees covered by this Agreement together with their then current hourly rate. All paraeducators shall be notified in writing of their assignment for the following school year prior to the last day of school.



- N. Two (2) members of the ASSOCIATION and authorized by the ASSOCIATION will be given time off with pay for the purpose of negotiating the ASSOCIATION'S contract, if negotiations are conducted during hours when they are scheduled to be on duty, and for the purpose of processing and/or meeting with the appropriate School Administrators during the Grievance Procedure outlined in ARTICLE 10 thereof if meetings are scheduled during hours when they are on duty.
- O. Employees shall be entitled to participate in an Employee Assistance Program (EAP) sponsored by the BOARD. The EAP, which provides professional assistance in dealing with personal difficulties, shall be confidential and free of charge to paraeducators.

### **ARTICLE 18 – NON-DISCRIMINATION**

The parties agree that there shall be no discrimination against any employee by reason of any basis prohibited by law.

### **ARTICLE 19 – DISCIPLINARY ACTION**

Any discipline, including discharge of employees, shall be only for just cause. Disputes over whether just cause exists shall be resolved in accordance with the grievance procedure.

### **ARTICLE 20 – PENSION**

- A. Effective July 1, 2002, members of the unit shall participate in the pension plan administered by the City of Stamford, except as otherwise provided below. The specific terms of such participation are that unit members will contribute five percent (5%) of their base salary, and the benefit upon retirement shall be one and one-half percent (1.5%) times "final average earnings" for each year of service, commencing July 1, 2002. Except as provided herein (employee contribution, benefit level, effective date, vesting), terms and conditions of participation shall be as defined by the City of Stamford in the pension plan provided for custodial employees of the school district. Paraeducators with ten (10) or more years of service with the Board of Education are considered to be vested for the purpose of pension, effective July 1, 2002.
- B. Employees with more than twenty (20) years of service as of July 1, 2001 may elect in writing on or before October 1, 2002, to waive participation in the pension plan. For such employees, the Board of Education will pay fifty percent (50%) of "individual medical coverage" for a maximum of five

(5) years. At age sixty-five, insurance provided shall be the current health insurance program with Medicare A and B.

#### ARTICLE 21 – DURATION

The parties had the unlimited right and opportunity to make demands and proposals on all matters subject to collective bargaining during the negotiations which resulted in this Agreement. Therefore, this Agreement represents full accord on all matters subject to collective bargaining, and shall continue in full force subject to collective bargaining and shall continue in full force and effect without reopening or change of any kind until June 30, 2013, and shall continue thereafter from year to year unless either party gives notice in writing, by any traceable method of mail, to the other no later than the January 15th preceding the expiration date of the initial term of this Agreement or the anniversary date of any extension, of its desire to modify or terminate this Agreement. Thereafter, the parties shall meet to negotiate the terms and conditions of any extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers hereunto duly authorized and their seals affixed hereto as of the date and year first above written.

STAMFORD BOARD OF EDUCATION

By:

Jackie Heftman  
President



Date: Oct. 28, 2010

PARAEDUCATORS ASSOCIATION OF STAMFORD

By:

Cathy Coppola  
President



Date: Oct. 28, 2010

By:

Mary Frycz  
Negotiations Chair



Date: October 28, 2010

SCHEDULE 1 - 2010-2011

2% General Wage Increase  
(Annual Salary is based on an estimate of 1209 hours worked)

<u>Step</u>	<u>Hourly</u>	<u>Yearly</u>
1	\$14.34	\$17,337.06
2	\$15.36	\$18,570.24
3	\$16.81	\$20,323.29
4	\$18.47	\$22,330.23
5	\$20.55	\$24,844.95
6	\$22.63	\$27,359.67
7	\$23.07	\$27,891.63

Placement on Step 7 occurs after ten (10) years of service with Stamford Public Schools.

NOTE: Paraeducators shall advance on the salary grid effective July 1<sup>st</sup> of each year of the Agreement.

SCHEDULE 2 - 2011-2012

(Annual Salary is based on an estimate of 1209 hours worked)

<u>Step</u>	<u>HS Diploma</u>	<u>Yearly</u>	<u>AS, 60 credits, Pass ParaPro +2%</u>	<u>Yearly</u>	<u>BS Degree +3%</u>	<u>Yearly</u>
1	\$14.34	\$17,337.06	\$14.63	\$17,687.67	\$14.77	\$17,856.93
2	\$15.36	\$18,570.24	\$15.67	\$18,945.03	\$15.82	\$19,126.38
3	\$16.81	\$20,323.29	\$17.15	\$20,734.35	\$17.31	\$20,927.79
4	\$18.47	\$22,330.23	\$18.84	\$22,777.56	\$19.02	\$22,995.18
5	\$20.55	\$24,844.95	\$20.96	\$25,340.64	\$21.17	\$25,594.53
6	\$22.63	\$27,359.67	\$23.08	\$27,903.72	\$23.31	\$28,181.79
7	\$23.07	\$27,891.63	\$23.53	\$28,447.77	\$23.76	\$28,725.84

Placement on Step 7 occurs after ten (10) years of service with Stamford Public Schools.

NOTE: Paraeducators shall advance on the salary grid effective July 1<sup>st</sup> of each year of the Agreement.

SCHEDULE 3 - 2012-2013

(Annual Salary is based on an estimate of 1209 hours worked)

<u>Step</u>	<u>HS</u> <u>Diploma</u>	<u>Yearly</u>	<u>AS, 60 credits,</u> <u>Pass ParaPro</u> <u>+2%</u>	<u>Yearly</u>	<u>BS</u> <u>Degree</u> <u>+3%</u>	<u>Yearly</u>
1	\$14.34	\$17,337.06	\$14.92	\$18,038.28	\$15.21	\$18,388.89
2	\$15.36	\$18,570.24	\$15.98	\$19,319.82	\$16.29	\$19,694.61
3	\$16.81	\$20,323.29	\$17.49	\$21,145.41	\$17.83	\$21,556.47
4	\$18.47	\$22,330.23	\$19.22	\$23,236.98	\$19.59	\$23,684.31
5	\$20.55	\$24,844.95	\$21.38	\$25,848.42	\$21.81	\$26,368.29
6	\$22.63	\$27,359.67	\$23.54	\$28,459.86	\$24.01	\$29,028.09
7	\$23.07	\$27,891.63	\$24.00	\$29,016.00	\$24.47	\$29,584.23

Placement on Step 7 occurs after ten (10) years of service with Stamford Public Schools.

NOTE: Paraeducators shall advance on the salary grid effective July 1<sup>st</sup> of each year of the Agreement.

SCHEDULE 4

LONGEVITY STIPEND

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
>10<20	500	550	600
20< 25	600	650	700
25 or >	700	750	800

SCHEDULE 5

EDUCATIONAL STIPEND

	<u>2010-2011</u>
Associate's Degree (A.A. or A.S.)	300
Bachelor's Degree (B.A. or B.S.)	500

SCHEDULE 6  
SPECIAL DUTY STIPENDS

Special Duty	2010-2011	2011-2012	2012-2013
<b>Paraeducator serving student who uses Braille</b>	\$1,000	\$1,000	\$1,000
<b>Paraeducator serving student with alternate needs</b>	\$500	\$500	\$500
<b>Paraeducator for Autism Intervention</b>	\$1,000	\$1,000	\$1,000
<b>Paraeducator serving student who is deaf or hard of hearing; developmentally delayed; or has Severe Multiple Impairments</b>	\$1,000	\$1,000	\$1,000

Stipends shall be paid annually by the last check of the school year. As long as the paraeducator has worked with a student with any of the special needs that are enumerated above and he or she worked with such student in excess of 93 school days during the work year, paraeducators shall be paid as noted above. If a student graduates, moves out of district, transfers to another school, or no longer needs such special service, the remuneration for the stipend shall not be paid unless the paraeducators worked with the student for more than 93 days in the school year. Special service stipends do not roll over from year to year unless paraeducator continues to work with a student with such special need.

A paraeducator who is assigned by the district and provides services to student(s) who use Braille must be trained or be receiving training in order to receive the stipend.

The paraeducators who are assigned by the district and work with medically fragile or physically disabled student(s) include those who require special services such as toileting, diapering, catheterization, therapeutic feedings, monitoring for seizures, shunt malfunction, choking, breathing, and change in consciousness.

A paraeducator for Autism Intervention is one who is assigned by the district to provide services for children on the autism spectrum. Paraeducators who have been trained or are receiving training in applied behavioral analysis (ABA), discrete trial instruction (DTI), or other related methodology shall receive this stipend.

A paraeducator who works with a student who is Deaf/Hard of Hearing; Developmentally Delayed or takes physical education for the Developmentally Delayed; or has Severe Multiple Impairments shall receive the stipend noted above.