COLLECTIVE BARGAINING AGREEMENT

By and Between

Stamford Board of Education

and the

United Public Service Employees Union (UPSEU), Local 424 – Unit 133

Parent Facilitators

July 1, 2022 through June 30, 2025

12510114v.2

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THIS AGREEMENT made this ____ day of _____, 2023, by and between the STAMFORD BOARD OF EDUCATION (hereinafter referred to as the "BOARD") and UPSEU, Local 424 – Unit 133, Parent Facilitators (hereinafter referred to as the "UNION").

ARTICLE 1 – RECOGNITION

Pursuant to a Decision and Certification of Representation by the Connecticut Board of Labor Relations dated April 27, 2022, the BOARD hereby recognizes the UNION for the purpose of collective bargaining as the exclusive representative of all Parent Facilitators employed on a regular daily basis of one-half (1/2) day or more by the BOARD. All Parent Facilitators so employed will be deemed full time employees of the BOARD.

ARTICLE 2 –NEW HIRES

The Board shall provide the UPSEU Labor Relations Representative in writing, via email, within ten (10) days, the following information as it relates to new hires: (1) first & last name; (2) work location/department; (3) pay rate (4) work phone number; (5) work email address; and (6) home address.

In accordance with Conn. Gen. Stat. § 31-40bb, the above information shall also be provided to the UNION for all employees as well and additionally the following shall be applicable:

1. The above information shall be provided in an editable digital file format via Microsoft Excel. If possible, the BOARD shall also provide the information with real-time electronic transmission of new hire data, but no later than 10 days after the employee was hired or the first pay period of the month after the employee was hired, whichever is earlier.
2. The UNION shall be given access to new employee orientations.
3. In accordance with and subject to the limitations of Conn. Gen. Stat. Section 31-40bb, the BOARD shall provide the UNION with access to the Parent Facilitators, including the right to:
    a. Meet with individual employees on the BOARD's premises during workdays to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
    b. Conduct worksite meetings on the BOARD's premises before and after the workday and during meal periods and other paid or unpaid breaks; and
    c. Meet with a newly hired employee within the bargaining unit, without charge to the employee's pay or leave time, for between 30 and 120 minutes within 30 calendar days after the employee is hired, during orientations, or if the employer does not hold orientations, at individual or group meetings.

ARTICLE 3 – DUES CHECK-OFF AND OTHER DEDUCTIONS

A. The BOARD agrees to deduct health insurance premiums, credit union payments, required pension contributions as described in Article 14, and voluntary retirement contributions and fees identified as employee payroll overpayment, recovery of such funds due the BOARD from the pay of each Parent Facilitator who voluntarily authorizes said deductions on an approved form.

The BOARD also agrees to deduct UNION dues as described in Article 3 and fees identified as employee payroll overpayments, recovery of such funds due the BOARD from the pay of each Parent Facilitator who voluntarily authorizes said deductions on an approved form. Said deductions shall be subject to reasonable administration regulations and shall be forwarded promptly to the UNION and other proper payees. Deductions will be made as follows:

1. UNION dues shall be deducted on an equal basis from each paycheck.
2. All other optional deductions will be taken from the appropriate paycheck.

B. The UNION agrees to certify in writing promptly after the ratification of this Agreement by the BOARD of Representatives the current rate of membership dues. Thereafter, if the UNION changes its dues, it shall give the BOARD at least thirty (30) days written notice thereof prior to the first deduction thereof.

C. Any Parent Facilitator desiring to have the BOARD discontinue deductions previously authorized must notify the BOARD in writing.

D. The UNION 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 4 – NON-DISCRIMINATION

The parties agree that there shall be no discrimination against any employee by reason of any basis prohibited by law. Any grievance concerning this Article shall terminate at the Board level.

ARTICLE 5 – WORK SCHEDULES

A. Work Year

During the life of this Agreement, Parent Facilitators shall be required to work one hundred ninety-six (196) days each school year, including the two weeks before the first day of school each year and the day after the end of the school year.

B. Work Day

The work day for Parent Facilitators shall be six and one-half hours (6.5). In consultation with the Principal, Parent Facilitators shall generally work the school day, with weekly adjustments to the schedule determined by the Principal in consultation with the Parent Facilitator to allow for Parent Facilitators to make home visits and to participate in community and school evening events.

ARTICLE 6 –UNION RIGHTS AND PRIVILEGES

A. There shall be no reprisals of any kind against any Parent Facilitator by reason of their membership in the UNION or participation in its activities.

B. Parent Facilitators shall not drive students from place to place. Parent Facilitators shall be required to use their automobile for Board of Education purposes, and they shall be reimbursed for travel at the defined IRS reimbursement rate as they submit for such reimbursement on a monthly basis.

C. For the purposes of professional growth, all Parent Facilitators shall participate in meetings and in-service activities that may be planned for them. The parties recognize that when a Parent Facilitator is required to attend meetings and in-service activities beyond their normal workday, the Parent Facilitator shall be compensated at their normal hourly rate of pay for the duration of the meeting or in-service that had been planned for the Parent Facilitator. A Parent Facilitator required to attend any such meetings or activities must be given at least three (3) school days' advance notice or date and time, except in cases of emergency.

D. New Parent Facilitators may be required to participate in an orientation program upon the commencement of their work assignment.

E. Upon request of a Parent Facilitator or a Principal, the School & Family Resource Facilitator may make workshops offered to teachers available to Parent Facilitators.

F. The UNION 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 UNION and its members.

G. The UNION will be permitted to use school interoffice mail for distribution of notices and materials to its members.

H. The UNION 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.

I. The BOARD will provide a copy of this final contract for each of the Parent Facilitators at the BOARD's sole expense within thirty (30) days after the contract is approved. All Parent Facilitators employed after the distribution of this

Agreement shall be provided with a copy of this Agreement along with their job description by the Human Resources Office at the time of their hiring

J. The BOARD shall notify the UNION of the names of all Parent Facilitators hired, transferred, on leave of absence, resigning, laid off or otherwise terminated. Such notification shall be made by send the Union a copy of the related correspondence..

K. At the beginning of each school year, the BOARD shall furnish a list to the Unit President of the UNION and UPSEU Labor Relations Representative of all employees covered by this Agreement together with their then current hourly rate. Parent Facilitators shall be notified of their assignment for the following school year by June 15 each year, subject to change based on changed circumstances.

L. Up to three (3) members of the UNION, as authorized by the BOARD, will be given time off with pay for the purpose of negotiating the UNION'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 9, thereof, if meetings are scheduled during hours when they are on duty.

M. 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 the Parent Facilitators.

N. The Board shall establish a Tuition Reimbursement Plan effective upon signing. Employees who enroll in accredited trade or college programs relevant to elementary and secondary education as approved by the Executive Director of Human Resources in advance shall be reimbursed at seventy-five (75%) percent of the cost of tuition for one course if they obtain C average or above or, if pass/fail course, a passing mark. The Board's maximum liability shall be five thousand ($5,000) per year for the bargaining unit. Reimbursement shall be paid by September 1 of the next school year, and such reimbursement may be reduced pro rata as necessary to stay within the $5,000 limit.

O. The Board shall provide members of the bargaining unit a safe and secure location at each school or work site to store their essential personal belongings (e.g. purse, wallet) during the work day

ARTICLE 7 – 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 Unit President of the UNION of any written discipline.

ARTICLE 8 – 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 9 – 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 Parent Facilitator or group of Parent Facilitators, including the UNION as a whole or the BOARD or its administrators, which arise out of the Parent Facilitator'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 Parent Facilitator shall have a grievance, an effort shall be made to resolve the grievance through the Parent Facilitator's Principal or Designated Administrator. Not more than thirty (30) school days should elapse before the Parent Facilitator informs their Principal or Designated Administrator of their 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 UNION may take up the grievance at Level Two.

B. Level Two: Superintendent or Designee

In the event that the Grievance Committee of the UNION 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) schools days after the grievance was submitted at Level One, the President of the UNION shall file a written grievance with the Superintendent of Schools or their designee. Within ten (10) school days after receipt of the written grievance by the Superintendent or their designee, the Superintendent or their designee shall meet with the aggrieved person and the UNION representative in an effort to resolve it. If no resolution of such grievance

is reached with the Superintendent or their designee, the Superintendent or their 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 UNION 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, or a committee on behalf of the BOARD as designated by the BOARD President, 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 Parent Facilitator an opportunity for a full and fair hearing. The Board of Education shall provide a written response to the grievance within ten (10) school days of the hearing (within ten (10) calendar days during the summer).
4. If the UNION 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 Parent Facilitator 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 Parent Facilitator or the UNION 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 UNION's 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, however, the parties may, by mutual agreement, select an arbitrator outside of the American Arbitration Association process.
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, the matter shall terminate at the BOARD level and the grievance shall not be subject to arbitration. Such decision or recommendation of the arbitrator shall be submitted to the BOARD, the aggrieved Parent Facilitator, and the chairperson of the UINON Grievance Committee.

ARTICLE 10 – GENERAL PROVISIONS

A. Evaluations

Each Parent Facilitator will be formally evaluated in writing by their Principal and/or designated Administrator at least twice a year during the first years of service and at least once a year thereafter. Within the Parent Facilitator's first year 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 and shall be submitted electronically. Thereafter, the Parent Facilitator shall be formally evaluated in-person at least once a year before the end of the school year. The Parent Facilitator will receive a copy of said written evaluations in ProTraxx and via email at least twenty-four (24) hours before each of the in-person meetings. Each Parent Facilitator shall have the opportunity to attach written comments on any evaluation.

B. Personnel Files

Each bargaining unit member shall have the right to review the contents of their personnel file, which is maintained at the Human Resources Office. A bargaining unit member may authorize their 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 they feel such addition to be false and inaccurate, such matter shall be handled in the same manner as the grievance procedure outlined in ARTICLE 9. Parent Facilitators 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. Upon written request, an employee will be provided one copy of the materials in the personnel file at no cost.

C. The assignment and transfer of Parent Facilitators shall be determined by the Superintendent or their designee.

D. Resignations

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

E. Protection

The BOARD shall provide the necessary safeguards from threats or bodily harm to all Parent Facilitators 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 Parent Facilitators.

The BOARD shall protect and save harmless any Parent Facilitator 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 Parent Facilitator, at the time of the acts resulting in the injury, damage or destruction, was acting in the discharge of their duties or within the scope of employment, as set forth in Connecticut General Statutes Section 10-235.

F. Part-time Parent Facilitator:

Parent Facilitators employed on a part-time basis in accordance with the Salary Schedule. A part-time Parent Facilitator employed on a regular basis of one-half (1/2) days or more shall be entitled to the fringe benefits provided herein according to their duty rate of pay and shall be eligible for insurance coverage as provided in ARTICLE 12.

G. Workers' Compensation / Accident & Sickness Benefits

Whenever a unit member is absent from school as a result of a personal injury caused by an accident or assault arising out of and in the course of their employment, they shall be paid their full salary less the amount of any worker's compensation award made for temporary disability due to said injury, provided the injured unit member presents sufficient evidence that the absence was necessitated by their job related injury. These absences shall not be charged to a unit member's sick leave.

H. The BOARD shall provide training each year to Parent Facilitators in areas determined by the Administration to be relevant to their responsibilities and as required by law.

I. Newly hired Parent Facilitators shall serve a probationary period of one year. During the probationary period, Parent Facilitators shall be subject to all provisions of this Agreement except for the Grievance Procedure in cases of termination.

J. 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 11 – WAGES SCHEDULES

A. Members of the bargaining unit shall be paid for all hours worked as follows:

Retroactive to	July 1, 2022 through June 30, 2023	$26.00/hour
	July 1, 2023 through June 30, 2024	$27.00/hour
	July 1, 2024 through June 30, 2025	$28.50/hour

B. A lump sum longevity bonus paid in one payment on or about the employee's anniversary date each year, as set forth below:

Longevity: $2,000, effective July 1 after five (5) years of service.
$4,000, effective July 1 after ten (10) years of service.

Longevity payments shall be retroactive to July 1, 2022.

ARTICLE 12 – INSURANCE

A. Health Insurance - State Partnership 2.0 Plan

The Board shall annually offer each unit member the opportunity to participate in the SPP for health and dental benefits or to waive medical insurance. The plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the state and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP. The BOARD shall provide dental insurance coverage as a stand-alone option to eligible employees, who may participate in the dental insurance plan alone without participating in the health insurance plan. Such employees shall pay the same premium cost share percentage of the cost of the dental insurance as is set forth below.

a) The premium rates shall be set by the SPP. Participating unit members shall pay premium cost through payroll deduction as follows:

2022-2023:	18%
2023-2024:	18.5%
2024-2025:	18.5%

b) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance $100 per month premium cost increase or the $350 per participant to a maximum of $1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The $100 per month premium cost increase shall be implemented through payroll deduction, and the $350/$1400 annual deductible shall be implemented through claims administration.

c) In the event any of the following occur, the BOARD or the UNION may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473b(c) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

   i. If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the state's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

   ii. If Conn Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP or if additional fees and/or charges for the SPP are imposed so as to affect the BOARD, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

   iii. If there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

iv. If the SPP is revised to create different plan design options. Reopener negotiations shall be limited to health insurance plan design and funding, premium costshare and/or introduction of an additional optional health insurance plan.

d) In any negotiations triggered under Paragraph (c) above, as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the plan outlined in Appendix A to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

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 Parent Facilitators not less than thirty (3) days before such increase is to become effective. In the event the BOARD shall fail to notify any Parent Facilitator of such an increase and such Parent Facilitator then desires to cancel their coverage, the BOARD shall be responsible and indemnify the Parent Facilitator for any such increase for which they are obligated to pay until their 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 Parent Facilitator in the amount of fifty thousand ($50,000) dollars. The cost of such insurance shall be borne entirely by the BOARD.

C. Individual Retirement Account

The BOARD will consult with the UNION to determine a single carrier for an Individual Retirement Account, and will make payroll deductions as required by individual Parent Facilitator to that carrier. Such voluntary deductions are subject to conditions stated in ARTICLE 3-DUES CHECK-OFF AND OTHER DEDUCTIONS.

D. Retiree Insurance

Any Parent Facilitator 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 their own expense, at the group rate, in accordance with procedures developed by the Administration.

E. Flex Spending Accounts

Any Parent Facilitator may participate in the BOARD's Flex Spending Accounts for the 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 13 – Defined Contribution Plan

Effective July 1, 2023, Parent Facilitators shall participate in a defined contribution plan established by the Board with the following provisions:

1. Parent Facilitators participating in the defined contribution plan shall contribute four percent (4%) and the Board shall contribute six percent (6%) of wages to the Parent Facilitator's retirement benefit account. Such contributions shall be deposited in the Parent Facilitator's account in equal installments over the year.
2. The defined contribution plan shall provide that Board contributions vest immediately.
3. The defined contribution plan shall provide that participating Parent Facilitators may not take loans from their retirement benefit account.
4. The defined contribution plan shall permit participating Parent Facilitators to make additional contributions to their retirement benefit account up to IRS limits applicable to Section 403b plans.

ARTICLE 14 – SICK LEAVE

A. In the first year of employment in the Stamford School System, a Parent Facilitator shall be entitled to sick time with pay up to ten (10) working days. Parent Facilitators shall be entitled to one (1) day paid sick leave for each one (1) month of employment.

B. Parent Facilitators 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 Parent Facilitator may end the school year with is one hundred ninety-six (196) days. The annual allotment of twelve (12) days will be used before any accumulated days.

D. The Superintendent, or designee, may require any Parent Facilitator 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 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 Parent Facilitators with a written statement as to the number of sick days they have used and the number they have accrued to date.

ARTICLE 15 – LEAVE OF ABSENCE

A. Medical Leave of Absence

All full time Parent Facilitators with a minimum of one (1) year of full-time service shall be entitled to Family Medical Leave Act (FMLA) leave of absence in accordance with the Federal law. Such leave shall run concurrently with leave, if any, otherwise available under this Agreement.

1. Parent Facilitators 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 Parent Facilitator's household. A Parent Facilitator may use up to three (3) accumulated sick leave days as additional family illness days if available and with the approval of their principal or supervisor.
2. Any Parent Facilitator so qualifying shall direct their request for a leave of absence to the Superintendent's designee in writing, stating the reasons, therefore. The illness or other incapacitation of the Parent Facilitator 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 Parent Facilitator granted said leave that the BOARD and Superintendent will hold open the Parent Facilitator's same position for four (4) months from the first day of the Parent Facilitator's leave and will not permanently replace them. At the expiration of the said four (4) month leave of absence, the BOARD and Superintendent may permanently replace the Parent Facilitator in their position if the Parent Facilitator 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 Parent Facilitator may request in writing by April 1 (unless excused by

extenuating circumstances, but in no event later than July 1st) a voluntary leave of absence for a period of one (1) school year without pay or benefits. The Superintendent or their designee shall respond within thirty (30) days, granting or denying the request based on their view of the best interests of the school system.

2. Upon conclusion of said leave, the Parent Facilitator shall be entitled to reemployment in the position they left if available or in a comparable position. However, to be entitled to such reemployment, the Parent Facilitator shall notify the Human Resources Office in writing by February 1st of the year prior to expected return of their intention to return. If notification is not received by said date, said Parent Facilitator loses entitlement to re-employment.

   Paid leaves granted in this Agreement with the BOARD shall not be deducted from the Parent Facilitator's length of service record. Unless otherwise prohibited by law, unpaid leave shall be deducted from the Parent Facilitator's length of service record

D. Personal Days

The BOARD will permit the Principal of each school to authorize two (2) personal days with pay for all Parent Facilitators, for pressing personal business that cannot be done outside of work hours. The Parent Facilitator requesting said personal day shall make their 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 Parent Facilitator is required to serve on jury duty, the BOARD shall pay to the Parent Facilitator the difference between the pay for jury duty and the Parent Facilitator's daily pay in their job.

F. Military Leave

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

G. Bereavement Leave

1. Following a death in the immediate family (parent. guardian or foster parent, spouse, son, daughter, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any relative permanently domiciled with the family of the unit member), five (5) consecutive workdays of absence shall

be approved by the Superintendent without loss of pay. The intent of this subsection is to give the unit member at least five (5) consecutive weekdays of absence following such death and so if a vacation or holiday intervenes and provides some consecutive weekdays, the Superintendent shall approve only those days necessary to provide a total of five consecutive weekdays. One day of absence shall be approved following the death of an uncle or aunt, first cousin, niece, or nephew.

2. Additional bereavement leave in connection with required travel or other unusual circumstances shall be granted at the discretion of the Superintendent or their designee. Such additional bereavement leave shall be without pay, unless otherwise determined by the Superintendent.

H. Religious Leave

Parent Facilitators may be absent no more than one (1) 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 Parent Facilitator in the proper manner, *i.e.* by calling in to the absence reporting number or online and building location no later than the morning of the absence, and when necessary, for personal business, family illness and religious holiday. 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 Parent Facilitator up to and including the termination of that Parent Facilitator's contract.

ARTICLE 16 – 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 UNION, periodic informal meetings shall be held between committees of each organization as requested by either the UNION or the BOARD.

The BOARD and the UNION agree to the following procedure:

A. Proposals Initiated by the UNION

The UNION 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 UNION 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 UNION, agreement is reached on said proposal, it should be presented to the BOARD and the UNION with a joint recommendation of their representative(s).

B. Proposals Initiated by the BOARD

The BOARD shall submit to the UNION a written proposal and request for a meeting. The UNION 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 UNION on said proposal. If, as a result of this meeting, or subsequent meetings arranged to the mutual satisfaction of the representative(s) of the UNION and the BOARD, agreement is reached on said proposal, it should be presented to the UNION and the BOARD as a joint recommendation of their representative(s).

C. Any agreement reached between the BOARD and the UNION in accordance with any of the procedures outlined in (A) or (B) above shall be reduced to writing, signed by the BOARD and the UNION and shall, when appropriate, become an addendum to this contract. In any discussions as aforesaid, the BOARD or the UNION 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 UNION 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 17 – REDUCTION IN FORCE

A. A district wide seniority list of Parent Facilitators based on the length of continuous service in the Stamford School System as a Parent Facilitator shall be established. This list shall be generated and provided to the President of the UNION or their designee when reduction of staff is necessary. Length of service shall be from the date the Parent Facilitator was employed by the school system as a Parent Facilitator. Paid leaves granted in this Agreement with the BOARD shall not be deducted from the Parent Facilitator's length of service record. Unless otherwise prohibited by law, unpaid leave shall be deducted from the Parent Facilitator's length of service record.

B. Reductions in force shall be made in the following order: first, probationary Parent Facilitators; and second, all other Parent Facilitators.

The criteria to be utilized in determining who shall be laid off within each group shall consist of three (3) parts:

1. Seniority of the Parent Facilitator within the Bargaining Unit.

2. Written evaluations of the Parent Facilitator as called for in Article 10(A) and/or the unique needs of the potentially affected positions.
3. Parent Facilitator's attendance record over their entire term of employment, except that no more than the most recent five (5) year period shall be considered.

C. Each Parent Facilitator to be laid off pursuant to the above shall receive at least thirty (30) days' written notice prior to the effective date.

D. The Unit President and UNION 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 Parent Facilitators who have been laid off shall be offered reemployment to positions that they previously held and otherwise based upon the criteria listed in ARTICLE 17(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 Parent Facilitator whose name appears on the list will be eligible for reemployment only until September 1st of the 3rd year after the effective date of their layoff.

H. Laid-off employees who wish to be on the recall list shall submit and keep current a resident address and an email address. All employees on the recall list shall be notified of recall by certified mail and by email. Such employees shall have five (5) working days from the mailing date of such notice or from the read-receipt of the email notification to notify the Superintendent or their designee of acceptance of the recall, and failure to provide such notification in a timely manner shall constitute a waiver of recall rights under this Article.

I. Laid-off employees notified of recall shall report to work within five (5) working days of receipt of notification. If a laid off employee has secured employment elsewhere, they shall be allowed ten (10) working days of time before being required to report to work.

ARTICLE 18 – NO STRIKE-NO LOCKOUT

A. The UNION 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 or work, sit-down, slowdown, boycott, mass absenteeism or any other interference with the operation and maintenance of the school system. Any Parent Facilitator who participates in any such interruption of work shall be subject to disciplinary action.

B. If any Parent Facilitator or group of Parent Facilitators violates the above paragraph, the UNION, immediately upon notice, shall notify such Parent Facilitator 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 19 - 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 be effective upon execution, with salary changes implemented retroactively to July 1, 2022, 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 except as herein otherwise provided until June 30, 2025. Thereafter, the parties shall meet to negotiate the terms and conditions of any extension Agreement in accordance with statute.

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

Jackie Heftman Date: 3/9/23

PARENT FACILITATORS OF STAMFORD / UPSEU

By:
Kevin E. Boyle
UPSEU President

Date: 3/6/2023

By:
Ximena Iparraguirre
Unit President

Ximena Iparraguirre Date: 3/8/2023

By:
Noemi Berkoff
Negotiations Chair

Noemi Berkoff 3/8/2023

APPENDIX A

SUMMARY OF BASELINE PLAN PRIOR TO STATE PARTNERSHIP 2.0 PLAN (SPP)

A high deductible health plan-health savings account (HDHP-HSA) with the following design:

a. Plan deductibles: $2,000 Individual, $4,000 Employee plus one/Family

b. After the deductible is satisfied, the plan shall pay 90% of covered medical and drug expenses that are incurred in-network.

c. Out-of-pocket limit (OOPL): $2,500 Individual, $5,000 Employee plus one/Family for in-network claims

d. Annual HSA Employer Contribution: $1,000 Individual, $2,000 Employee plus one/Family. The BOARD's contribution toward the deductible shall be deposited annually in full in the first week of January.