

AGREEMENT

between

THE COVENTRY BOARD OF EDUCATION
and

COVENTRY PARA-EDUCATOR EMPLOYEES

Local 1303-323 of Council #4
AFSCME, AFL-CIO

2024 – 2027

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ARTICLE I – RECOGNITION

This agreement is made and entered into by and between the Coventry Board of Education (hereinafter referred to as the “Board”) and the Coventry Para-Educator Employees Union, Local 1303-323 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the “Union.”

The parties agree that all parts and sections of the current Agreement that are not changed as a result of these negotiations shall be included, verbatim, in the successor Agreement.

ARTICLE II – UNION SECURITY AND DUES DEDUCTION

2.0 Upon receipt of a signed authorization form from the employee involved, the Board agrees to deduct such membership dues or agency fees as may be fixed by the Union. If a member should want to revoke their membership from the Union, the Board shall direct the member to contact the Union. The Board agrees that membership is between the Union and its members.

2.1 Deductions shall be made during the regular biweekly payroll and shall be remitted to Council #4 no later than fifteen (15) days after such deductions have been made along with a list of employees from whom the deductions have been made.

2.2 The Union agrees to indemnify and hold the Board harmless for any and all claims, judgments, loss or damage, including court costs, attorney’s fees and other cost arising out of this Article whether in judicial, administrative, arbitration or other proceedings.

ARTICLE III – SENIORITY

3.0 Seniority shall be defined as the length of continuous service since date of hire as an employee of the Board. In the event that two (2) or more employees were hired on the same day, seniority shall be based on the date of the employees’ offer of employment letters. Seniority shall not be considered broken by any authorized medical leave, including but not limited to sick leave, sick leave bank time and FMLA leave. Seniority shall not accrue after 180 consecutive working days of authorized medical leave as described above.

3.1 The Board shall prepare an up-to-date list of employees showing their seniority in length of service. This shall list employees by their date of hire according to the date of the letter they received informing them that they were hired. This list shall be sent to the Union on or before December 1 of each year. Unless the Union requests a change concerning the list within thirty (30) days of receipt of same, the list shall be presumed to be correct for all purposes of the Agreement.

3.2A When a vacancy exists, preference will be given to existing bargaining unit members based upon qualifications to perform the work. Qualifications will include formal training, experience, references, the interview, and seniority. If qualifications are equal, then seniority will be the determining factor.

3.2B The successful candidate for the vacancy and the President of the Union shall be notified in writing within ten (10) working days of the appointment.

3.3 Layoffs:

A layoff is defined as the involuntary, non-disciplinary separation of an employee from Board service because of lack of work or other economic necessity. No employee shall be laid off except in compliance with this Article.

- a. The employee with the least seniority shall be laid off first, except in the case of a paraeducator with specialized training or skills.
- b. The Board shall give written notice to all employees to be affected by any layoff and reason thereof as early as possible and at least fourteen (14) calendar days before the effective date thereof.
- c. In the event more than one employee have the same date of hire, the part-time employees shall be laid off before the full-time employees.

3.4A Recall

Laid-off employees shall be rehired in the reverse order of layoff and no new employees shall be hired until all laid-off employees have been given an opportunity to return to work. Fourteen (14) calendar days written notification by certified mail to the last known address within employment records shall be sufficient notification. No response will be an assumption of refusal, and shall result in forfeiture of recall rights. Recall rights will be good for a period of two (2) years.

3.4B An employee being recalled from a layoff shall return to the same salary step of employment he/she would have been at if he/she had not been laid off provided that he/she had been at that previous step for a minimum of (6) months prior to the layoff.

3.4C A laid-off employee shall maintain his/her years of service for the purpose of longevity, however, no additional longevity time shall be accrued during layoff.

3.5 Probationary Period

All new employees shall serve a probationary period of ninety (90) calendar days and shall have no seniority rights during this period. A probationary employee may be disciplined or discharged without recourse to the grievance procedure, but shall be subject to all other terms and conditions, including benefits, of this Agreement. Seniority shall be retroactive to the date of hire.

ARTICLE IV – WORK SCHEDULE

4.0 The normal work year of one hundred eighty-five (185) days shall be determined by the Superintendent based upon the adopted school calendar. The normal workday shall be six (6) hours and twenty (20) minutes except as specified by the Board of Education. Additional paid workdays may be requested.

4.1 Each employee shall be provided with a daily duty free lunch period of thirty (30) minutes without pay between 11:00 a.m. and 1:30 p.m. Each employee working 6 hrs. 20 minutes per day or more shall be provided a daily rest period of fifteen (15) minutes to be scheduled by the building principal or his/her designee.

4.2 In the event of the necessity for additional work time, it shall be approved by the immediate supervisory (building principal or administrator). The employee will be paid for such time at their regular hourly rate. For all hours worked in excess of forty (40) hours per week, an employee shall be paid at the rate of time and one-half (1 1/2) their regular hourly rate.

4.3 One-half (1/2) of a sick or personal day will equal one-half (1/2) of an employee's normal work day.

4.4 In the event of inclement weather and school is dismissed early or there is a delayed opening in the morning, all Para Educators will receive full credit for their regular working hours and suffer no loss of pay.

4.5 On high school exam days and middle school, and elementary school conference, paraeducators who wish to do so may end their work day at the time of student dismissal, such paraeducators who take advantage of this option will be required to record the actual hours worked on their pay period and will be paid for the actual hours worked. Paraeducators who wish to work their normal workday on the above-mentioned days may continue to do so and will be paid accordingly per approval of Administration.

4.6 The Board's Administration shall offer professional development trainings where required. The Board shall compensate paraeducators attending such professional development at their hourly rate of pay.

4.7 The Board will provide CPR/First Aid training for paraeducators who request it. Paraeducators will be compensated their hourly rate of pay for such trainings.

4.8 Upon the request of the Union and approval from the appropriate building principal, paraeducators from each building will be allowed to attend Staff/Facility meetings with their hourly rate of pay.

4.9 When the school receives notification that the student of a 1-1 para-educator will be absent for an entire school day, the Superintendent or designee may assign that para-educator to a different classroom or building as may be required by student needs. If the

para-educator will need to use his/her vehicle due to the temporary assignment, the Board will reimburse the employee at the current IRS rate as of January 1 each year.

ARTICLE V – HOLIDAYS

5.0 The following holidays shall be observed as days off with full pay:

New Year's Day	Memorial Day	Thanksgiving Day
Presidents' Day	*Labor Day	Day after Thanksgiving
Good Friday	Columbus Day	Christmas Day
Martin Luther King Day		Day after Christmas

* Labor Day is a paid holiday only when para-educators are required to work before Labor Day.

Whenever the Day after Christmas falls on a Saturday or Sunday, the holiday will be celebrated on the following Monday.

Paraeducators shall receive a floating holiday in lieu of Veterans Day. An employee may request approval for the date of the floating holiday from the Administration. The Administration shall have discretion to determine whether the requested date is appropriate based on the needs of the District.

5.1 Whenever any of these holidays shall occur while employee is out on sick leave, the employee shall accept the day as a holiday with no charge to sick leave.

ARTICLE VI – LEAVES

6.0 Each employee shall be entitled to paid sick leave, at a rate of fifteen (15) days per contract year. For employees hired on or before July 1, 2014, such sick leave that is not used shall be accumulated to the employee's credit to a maximum of one hundred eighty (180) days. For all employees hired on or after July 1, 2014, such sick leave that is not used up shall be accumulated to the employee's credit up to ninety (90) days. The Superintendent may require verification from a physician of an employee's unusual pattern of absenteeism.

6.1 Sick leave may be used in the following cases:

- a. Personal illness or physical incapacity, including doctor appointments;
- b. Enforced quarantine of the employee in accordance with community health regulations;
- c. Illness in immediate family;
- d. Whenever a "snow day" occurs during sick leave time, it shall not be charged as sick leave.

6.2 The Superintendent may require that an employee provide a medical certificate signed by a licensed physician to substantiate the use of sick leave in the following circumstances:

- 1) any period of absence of three (3) or more consecutive working days or after prior written warning of suspected sick leave abuse;
- 2) sickness on the day prior or subsequent to a school vacation or holiday.

Nothing in this provision shall limit the Superintendent's right to investigate circumstances of excessive use or abuse of sick leave.

6.3A In the event of the death of an employee, his/her unused accumulated sick leave shall be paid at the rate of ten (\$10) dollars per day to the estate of the employee.

6.3B For employees hired on or before July 1, 2011, upon retirement or upon honorable separation from service after ten (10) years of employment an employee shall receive a lump sum payment at the rate of ten (\$10) dollars per day for each unused sick leave day, up to a maximum of one hundred eighty (180) days.

6.3C In the event of death, payment of benefits in 6.3A, 6.3B, and 6.3C shall be in one installment within a period not to exceed six (6) months. In the event of retirement at the end of a school year, payment shall be made in one installment prior to August 1st following retirement so long as the employee has notified the Board of their intent to retire by December 31st of the previous calendar year. If notification is made at any other time, the payment of benefits shall be made in one installment within a period of six (6) months.

6.4 Sick Leave Bank

- a. A voluntary sick leave bank was established for eligible members covered by this Agreement who:
 1. have serious illness, and
 2. have exhausted their own accumulated sick leave.
- b. After the deadline of January 1, 2015, any member that has not joined within this period will not be eligible to request the benefits of the sick leave bank at any point in the future. New hires must elect to join the sick leave bank within 30 calendar days of date of hire. Upon signing up for participation in the sick leave bank, an employee must donate at least one (1) day during the current school year.
- c. A list of participating members shall be sent to the Union President via email no later than October 31.

The business office shall notify the Union President when the bank reaches its cap of 160 days. At that time, all donations of sick days will be held in reserve and go back into the bank as days are withdrawn.

Sick leave bank days not used in a given year will be accrued with an accumulation of not more than one hundred sixty (160) days.

- d. The sick leave bank shall be administered by a sick leave bank committee consisting of four members, two designated by the Union and two by the Board of Education. The function of the sick leave bank committee shall include the determination of eligibility for use of the bank and the amount of leave to be granted. Eligibility and amount shall be governed by the following criteria:
 - 1. Adequate medical evidence of serious illness of employee;
 - 2. Prior utilization of all eligible sick leave;
 - 3. Length of service in the Coventry Public Schools system;
 - 4. Decisions of the full committee shall not be part of the grievance process.
- e. The initial grant of sick leave by the committee shall not exceed thirty (30) days. Request for a grant from the sick leave bank shall be made in writing to the Superintendent of Schools and the President of the Coventry Para-educator Union.
- f. Upon completion of the initial grant, the entitlement may be extended by the committee upon demonstration of need by the applicant.
- g. The business office shall notify the Union President if the bank falls below sixty (60) days. If the bank falls below sixty (60) days, each member must donate at least one (1) additional day in order to maintain their participation in the sick leave bank. When an additional donation of one (1) day is required and an employee has exhausted their sick leave, they may apply to the sick leave bank for an exception.

6.5 In the event the employee is absent from work because of a job-related injury and receives Workers' Compensation payments, the Board shall pay the difference between the employee's regular pay and compensation payments for a period not to exceed thirty (30) days. Should the absence continue beyond that time, the employee may use sick leave to the extent accrued, which shall be charged proportionately (1/3 day of sick leave for each day of absence where Workers' compensation pays 2/3 of salary).

6.6 Employees on Jury Duty will be paid in accordance with state and federal law. Thereafter, said employees shall be paid the difference between their regular salary and their jury pay.

6.7 Each employee shall be entitled to absence with full salary not to exceed five (5) days for the death of spouse, child, step-child, parents, step-parents, brother, sister, parents of the current spouse, and anyone domiciled in the employee's home.

a. For the death of any other member of the immediate family, this absence shall not exceed three (3) days. Members of the immediate family include: grandparents, grandchildren, brother or sister-in-law. Employees may make a request to the Superintendent for additional days under this provision. The Superintendent's decision to grant or deny additional days shall not be subject to the grievance provision of this Agreement.

b. Employees shall be entitled to one (1) bereavement day to attend the funeral of a family member. Members of the family include aunts, uncles, niece, nephew, or cousin.

c. Employees may apply for additional unpaid days under exceptional circumstances for either bereavement or funerals.

d. Normally, such entitled absences shall be taken within two (2) weeks of the death of a family member. If unusual circumstances arise, the employee shall apply to the Superintendent or his/her designee for the use of these additional days at a later time and outline the unusual circumstances.

6.8 Eligible employees shall be granted Family Medical Leave Act leave in accordance with applicable law.

ARTICLE VII – PERSONAL AND PROFESSIONAL DAYS

7.0 Employees shall be entitled to two (2) personal days annually, with pay, for personal and private reasons, accruable to four (4) days.

7.1 Prior to the first day of school, each employee shall be entitled to one (1) orientation day with staff. Each employee shall be entitled to two (2) days per year for in-service meetings. These days shall be scheduled at the discretion of the Superintendent. All days are mandatory and with pay.

ARTICLE VIII – INSURANCE AND PENSION

An eligible employee may elect single, two (2) person, or family health coverage from one (1) of the plans described below.

8.0A An employee hired on or before ratification of the 2021-24 contract may elect health insurance coverage from one of the plans described below. Employees hired after ratification of the 2021-24 contract may elect coverage from the High Deductible Health Plan (HDHP) only.

- I. Preferred Provider Plan with the following:
- A. Thirty dollar (\$30) office co-pay.
 - B. Five hundred dollar (\$500) in-patient hospitalization co-pay.
 - C. Seventy-five dollar (\$75) emergency room co-pay.
 - D. Seventy-five dollar (\$75) urgent care co-pay.
 - E. Two hundred fifty dollar (\$250) outpatient surgery co-pay.
 - F. Three-Tier Drug Program:
 - 1. Ten dollar (\$10)/twenty-five dollar (\$25)/forty dollar (\$40) co-pay.
 - 2. Unlimited annual maximum.
 - 3. Two (2) times the applicable co-pay for mail order for a ninety (90) day supply.

Employees who elect the Preferred Provider option shall pay 16% as of July 1, 2024, 17% as of July 1, 2025, 18% as of July 1, 2026.

- II. High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) feature, including the following components:

A.

Cost Shares Provisions	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage/\$8,000 family coverage
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

- B. The Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the employing Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Employees who elect the HSA option shall pay 15% as of July 1, 2024, 15.5% as of July 1, 2025, 16% as of July 1, 2023.

8.0B The Board shall provide Dental Benefits, including Rider A for the individual employee, subject to the same employee premium cost share s that associated with the PPO plan above.

8.0C The Board will provide a \$50,000 term life insurance policy for the individual employee.

8.0D The Board shall provide each employee with a breakdown of their insurance costs fifteen (15) days after the information is received from the insurance carrier.

8.0E The premium cost as of July 1, each year, will be used as a base. Deductions shall not take place until the first regular payroll in September. All para-educators shall be allowed to enroll in the Section 125 Plan sponsored by the town of Coventry.

8.0F The Board may provide this coverage through alternate carriers, provided that the level of benefits remains equal to or better than those currently provided.

8.0G Changes in health insurance coverage shall normally be made in July to be effective September 1 of each year. Changes can be made at other times as a result of significant events, in accordance with restrictions imposed by the health insurance carriers.

8.0H The Board will provide family dental insurance to employees at their own expense.

8.0I If the employee's sick leave is exhausted and the sick leave bank is exhausted, then he/she can request an unpaid medical leave from the Board for the remainder of the school year. Employees on medical leave shall have the opportunity to continue group insurance at their own expense. An employee returning from medical leave shall be offered a comparable position in the bargaining unit.

8.0J Benefits will be made available to employees who are assigned a minimum of twenty (20) hours per week.

8.1 Employees, when eligible, shall be enrolled in the Town Pension Plan at no cost to the employee, and a copy of said Pension Plan is appended to this Contract as Appendix C.

8.2 For employees participating in the insurance waiver prior to June 30, 2017, the Board will offer payment in lieu of insurance benefits to each eligible employee. The amount to be paid shall be made in two (2) equal payments in December and June of each contract year. Each of the two payments will be in the amount of \$700 for employees with individual coverage, \$825 for employees with two person coverage, and \$1075 for employees with family coverage.

If an employee's personal insurance changes, he/she will be allowed to forfeit the Board's payment and add insurance at any time, subject to all premium contribution requirements provided in the Agreement.

ARTICLE IX – WAGES

9.0 Step Placement: After discussion with the Union, the Superintendent shall have the discretion to place employees on a specific step at time of initial employment. In deciding the employee's placement, the Superintendent may take the following factors into consideration:

1. experience working with children in a public or private setting
2. post high-school education
3. training appropriate to the requirements of the position
4. current salary in an educational setting

No employee will receive an hourly rate that is not in line with the salary schedule amounts noted in Appendix A.

9.1 Wage scales shall be negotiated and made part of this Agreement as APPENDIX A.

9.2 When the Board assigns an employee to work, the employee shall be paid at the proper step.

9.3 Step increments shall be granted on July 1, 2024, July 1, 2025, and July 1, 2026.

9.4 For employees hired on or before July 1, 2011, a lump sum award shall be granted in accordance with the following longevity schedule:

<u>Years of Service</u>	<u>Award Payment</u>
1 – 6	None
7 – 9	\$725
10 – 12	\$750
13 – 15	\$775
16 – 18	\$800
19 – 21	\$825
22+	\$1300

Each employee with the years of service indicated as of October 1 of the year service was completed shall receive a longevity payment due on the first payroll week in November of each year of the Agreement.

9.5 Classroom Coverage: Classroom Coverage: When an employee covered by the terms of this Agreement is asked to monitor a class, such employee shall be compensated at the employees regular wage rate plus \$50 for more than four (4) hours of work and \$25 for two (2) to four (4) hours of work. Each pay period an employee will submit a separate time sheet for all time worked covering classrooms. Employees shall be required to choose ONE of the following methods for reporting their time.

The amount of coverage on any one day shall be no less than forty (40) minutes and shall be cumulative over the two-week pay period.

OR

An employee that works for more than four (4) hours in a single day shall receive \$50 for that day and employee that works two (2) to four (4) hours in a single day shall receive \$25.

2+ hrs = \$25.00

4+ hrs = \$50.00

9.6 Paraeducators working with medically fragile children or severely autistic students as determined by the Superintendent of Schools or his/her designee may receive up to an additional \$0.60 per hour at the discretion of the Superintendent of Schools or his/her designee.

9.7 Paraeducators required to cover for secretaries will be compensated at the rate of Level 2, Step 2, Secretaries for any time spent covering beyond two (2) consecutive hours in one day.

9.8 Any paraeducator who is required to attain a PSL license shall be given an additional annualized stipend of \$250 per year to be paid in accordance with regular payroll practices.

9.9 Any paraeducator who regularly works beyond six (6) hours and twenty (20) minutes shall be paid their regularly scheduled hours on holidays, sick and personal day provided they work beyond six (6) hours and twenty (20) minutes on a regular basis.

9.10 Payments made under this agreement shall be made via direct deposit.

ARTICLE X – GRIEVANCE PROCEDURE

10.0 The term “grievance” is defined as a claimed violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

10.1 Any grievance shall be settled in accordance with the following grievance procedure:

- a. Step 1 The aggrieved employee and his/her Union representative shall within five (5) working days of the occurrence take up the grievance matter with his/her immediate supervisor in an effort to get the grievance solved immediately.
The supervisor shall attempt to adjust the matter and shall respond in writing to the aggrieved party within five (5) working days.
- b. Step 2 If the grievance is not settled in the first step, the grievance shall be reduced to writing and submitted to the Superintendent of Schools within ten (10) working days of the occurrence. The Superintendent shall adjust the grievance at once or give an answer to the Union President in writing within ten (10) working days of receipt of the grievance.
- c. Step 3 If the aggrieved party and the Union are not satisfied with the answer given by the Superintendent, they may submit the grievance to the Board of Education within five (5) working days of the Superintendent’s response. The Board shall arrange a hearing with the grieving party and the Union representative at the next regularly scheduled Board meeting in an attempt to resolve the issue. An answer shall be submitted to the Union and the aggrieved in writing within five (5) working days after the above hearing has been held.
- d. Step 4 If the union is not satisfied with the answer given by the Board, it may submit the grievance to the State Board of Mediation and Arbitration within ten (10) working days of the Board’s decision to be resolved and, in the event arbitration takes place, the answer shall be final and binding. The Arbitration Panel shall have no authority to add to, delete from, or otherwise to modify the terms of this Agreement in any way. Any costs arising as a result of arbitration shall be borne equally by both parties.

10.2 Nothing herein shall be construed to prohibit a grievant from handling his/her own grievance if he/she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement.

10.3 The Board shall allow the aggrieved employee (s) and a Union representative the necessary time off without loss of pay to resolve any such grievances in accordance with those procedures as set forth in 10.1 Steps a through d.

10.4 The timelines set forth herein shall be considered a maximum, provided that they may be extended by mutual agreement in writing. Failure to appeal within the time limits stated shall be deemed acceptance of the last decision rendered.

Failure of the Board to respond within the time limits prescribed shall be deemed a denial of the grievance and shall permit the grievant to appeal to the next step as of the date of the time for response.

ARTICLE XI – NEGOTIATIONS

11.0 Negotiations shall commence no later than one hundred twenty (120) days prior to the expiration of the current Agreement, according to Section 7-437b of the Connecticut State Statutes.

11.1 This Agreement shall remain in full force and effect during such negotiations, even if said negotiations extend beyond the term of the Agreement, and all increases in wages and benefits shall be retroactive to July 1 of each year.

ARTICLE XII – MISCELLANEOUS

12.0 Bargaining unit members may express their desire to transfer for the following school year in writing to the Superintendent of Schools prior to May 1 each year. Each employee shall receive written notification by the School Principal or Director of Pupil and Staff Support Services of his/her wage rate and school location for the upcoming school year by June 30 or within two (2) weeks of final budget approval by the town, whichever is later.

12.1 The Board agrees to prepare a job description for the para-educator.

12.2 Travel and Reimbursement

If requested by the building administrator to use his/her vehicle for Board of Education business, the Board will reimburse the employee at the current IRS rate as of July 1 each year.

12.3 Training will be given to all para-educators who work with children with special needs. The extent of that training will be individually determined by the administration and evaluated throughout the year.

12.4 When possible and deemed appropriate by the administration, training shall be given at least two (2) weeks prior to a para-educator working with a child one-on-one to familiarize him/her with the child's special needs.

12.5 The individual will be responsible for personal property being used as a part of the educational process.

12.6 The Board will not accept responsibility for vandalism damage after personal and Board insurance policies have been exhausted.

ARTICLE XIII - PERSONNEL RECORDS

13.0 An employee's personnel file shall be defined in accordance with Section 31-128 of the Connecticut General Statutes, which defines a personnel file as papers, documents and reports, including electronic mail and facsimiles, pertaining to a particular employee that used or have been used by an employer to determine such employee's eligibility for employment, promotion, additional compensation, transfer, termination, disciplinary or other adverse personnel action including employee evaluations or reports relating to such employee's character, credit and work habits, as same may be amended from time-to-time.

13.1 Any employee covered by the Agreement shall at his or her request be allowed to review his or her personnel file after having given one (1) working day's notice.

13.2 No new material shall be placed in an employee's file unless the employee has had the opportunity to read it, sign it and retain a copy of it. If the employee refuses to sign any new material to be placed in an employee's file then it shall be noted on the document, signed by the administrator and a copy given to the employee.

13.3 If there is disagreement with any information in a personnel record, the Board and the employee may mutually agree to remove or correct it. If agreement is not reached the employee may submit a written statement explaining his or her disagreement. This statement must be retained in the personnel record.

ARTICLE XIV- MANAGEMENT RIGHTS

14.0 Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Board of Education, has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to, the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board of Education.
- b. To establish or continue policies, practices and procedures for the conduct of the Board of Education business, from time to time to change or abolish such policies, procedures and practices or to deviate from such policies, procedures or practices in exceptional cases, provided that the Board shall negotiate with the Union over any change concerning a mandatory subject of bargaining where otherwise required to negotiate by law.
- c. To discontinue processes or operations, or to discontinue their performance by employees.
- d. To select and to determine the number and type of employees required to perform the operations of the Board of Education.
- e. To employ, transfer, promote or demote employees or to lay off, terminate or otherwise relieve employees from duty for lack of work or other

- legitimate reason, subject to just cause, when it shall be in the best interest of the Board of Education.
- f. To prescribe and enforce reasonable rules and for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, subject to just cause, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

ARTICLE XV – EVALUATIONS

15.0 Work performance will be determined by an annual evaluation based upon criteria outlined in the job description, to be made by the immediate administrator, with copies to the Superintendent and the employee. Evaluations will be completed no later than May 31. A standardized form will be used in all evaluations and a space will be available for a narrative specific to a job assignment.

ARTICLE XVI - DURATION

16.0 This Agreement shall become effective July 1, 2024 and shall remain in effect until June 30, 2027.

16.1 This Agreement contains the full Agreement and understanding between the Board and the Union and supersedes all past contracts and/or practices.

ARTICLE XVII – DISCIPLINE

17.0 No employee shall be discharged or otherwise disciplined except for just cause. Disciplinary actions shall generally be in the following order; however, based on the severity of the offense, the Superintendent maintains the right to go directly to Step c:

- a. Verbal warning;
- b. Written warning including a meeting with the offending party, the employer and the Union to discuss the incidents leading to disciplinary action.
- c. Suspension and/or discharge;

17.1 All suspensions and discharges shall be given in writing to the employee and shall state the reason for such action. A copy shall be forwarded to the President of the Union at the time of the suspension or discharge.

COVENTRY BOARD OF EDUCATION

By [Signature]
Chairperson

7/19/2024
Date

By [Signature]
Superintendent of Schools

7/19/24
Date

LOCAL 1303-323, COUNCIL NO. 4
AFSCME, AFL-CIO

By [Signature]
Staff Representative

7/23/24
Date

By [Signature]
Local President

7/12/24
Date

By [Signature]
Member

7/12/2024
Date

By [Signature]
Member

7/12/2024
Date

By [Signature]
Member

7/16/2024
Date

By [Signature]
Member

7/17/24
Date

By [Signature]
Member

8/1/24
Date

By _____
Member

Date

APPENDIX A
SALARY SCHEDULE

Salary Step	2024-25	2025-26	2026-27
0			
1			
2			
3			
4	16.26	16.50	
5	16.86	17.11	17.37
6	17.46	17.72	17.99
7	17.51	17.77	18.04
8	18.03	18.30	18.57
9	18.57	18.85	19.13
10	19.13	19.42	19.71
11	19.70	20.00	20.30
12	20.29	20.60	20.91
13	20.90	21.22	21.54
14	21.53	22.18	22.20
15			22.85