

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE BALDWIN-WHITEHALL SCHOOL DISTRICT
AND
THE BALDWIN-WHITEHALL SERVICE EMPLOYEES ASSOCIATION
Work Day and Work Year – Paraprofessionals, Deaf-Blind
Interveners, and Behavior Technicians**

THIS MEMORANDUM OF UNDERSTANDING made this ____ day of _____, 2022, by and between the BALDWIN WHITEHALL SCHOOL DISTRICT (hereinafter referred to as “District”) and the BALDWIN WHITEHALL SERVICE EMPLOYEES ASSOCIATION (hereinafter referred to as “Association”).

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement effective from July 1, 2012 to June 30, 2026; and

WHEREAS, the parties agreed to modify the work day and work year (Articles VI.A.5.a and VI.A.5.c) for Paraprofessionals, Deaf-Blind Interveners, and Behavior Technicians;

WHEREAS, the Association is the certified collective bargaining representative for certain non-professional employees, Paraprofessionals, Deaf-Blind Interveners, Behavior Technicians employed in the District; and;

WHEREAS, the District and the Association have the desire to provide the least amount of disruption to staff and students as a result of implementing the newly ratified Collective Bargaining Agreement (CBA);

NOW, THEREFORE, with the intent to be legally bound hereby, the parties agree as follows:

1. The modification of the work day and work year for paraprofessionals, deaf-blind interveners, and behavior technicians for the 2022-2023 school year, reflective of the work day and work year contained in the previous CBA that expired on June 30, 2022:
 - a. Work Day – Employees within the department shall work seven and one half (7.5) hours per day exclusive of an unpaid one-half (1/2) hour duty-free lunch period. Two (2) fifteen (15) minute breaks shall be scheduled during the paid work period.

Work Year – Employees in this department shall work the same number of days worked by the teachers.

2. Before the start of the 2023-2024 school year, an open arena bid shall occur for the Department based upon Department Seniority at a time mutually agreed upon by the District and the Association.
3. This MOU shall not alter the terms of the CBA, except as set forth herein. All other terms of the CBA shall remain in full force and effect.
4. The parties reserve all rights pursuant to the law and CBA and acknowledge that this MOU does not set or establish any practice or precedent.
5. Any violation of this MOU will be subject to the grievance and arbitration procedure set forth in the CBA.
6. The parties agree this MOU shall be effective retroactively to August 1, 2022 and shall remain in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the date first above.

ATTEST:

BALDWIN WHITEHALL SCHOOL DISTRICT

Secretary

By: _____
President

ATTEST

BALDWIN WHITEHALL SERVICE
EMPLOYEES ASSOCIATION

Witness

By: _____
President