Paraprofessional
Master Agreement

of the

Franklin West Supervisory Union
Board of Directors

and the

Franklin West Education Association

7/1/2017 – 6/30/2020
# Table of Contents

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preamble</td>
<td>3</td>
</tr>
<tr>
<td>1: Recognition</td>
<td>3</td>
</tr>
<tr>
<td>2: Association Security</td>
<td>3</td>
</tr>
<tr>
<td>3: Grievance Procedure</td>
<td>4</td>
</tr>
<tr>
<td>4: Hours and Overtime</td>
<td>6</td>
</tr>
<tr>
<td>5: Leaves</td>
<td>8</td>
</tr>
<tr>
<td>6: Salaries and Other Benefits</td>
<td>10</td>
</tr>
<tr>
<td>7: General</td>
<td>13</td>
</tr>
<tr>
<td>8: Evaluation and Files</td>
<td>14</td>
</tr>
<tr>
<td>9: Layoff and Recall</td>
<td>15</td>
</tr>
<tr>
<td>10: Duration</td>
<td>15</td>
</tr>
<tr>
<td>Signatures</td>
<td>16</td>
</tr>
</tbody>
</table>

**APPENDICES**

**Appendix A:** New Hire Paraprofessional Hourly Rate of Pay

**Appendix B:** Grandfathered Fairfax Paraprofessionals Sick Leave Provision

**Appendix C:** Grandfathered Fairfax Paraprofessionals Health Insurance Provision

**Appendix D:** Grandfathered Georgia Paraprofessionals Health Insurance Buy-out Provision
PREAMBLE

THIS AGREEMENT IS MADE and entered into this 1st day of July 2017, by and between the Franklin West Board of Directors (hereinafter referred to as the "Board,") and the Franklin West Education Association affiliated with the Vermont-NEA and the National Education Association (hereinafter to be known as the "Association").

ARTICLE 1
Recognition

1.1 The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining pursuant to Title 21, §1721-1734 of the Vermont statutes Annotated, of a unit consisting of all paraprofessionals employed by the Georgia Board of School Directors, Fairfax Board of School Directors, Fletcher Board of School Directors and the Franklin West Supervisory Union. A paraprofessional educator, alternatively known as a para, instructional assistant, or teacher’s assistant, is a teaching related position within a school generally responsible for specialized or concentrated instructional assistance for students.

1.2 Unless otherwise indicated, the paraprofessionals in the above unit will be hereinafter referred to as "paraprofessionals," and "members of the bargaining unit."

ARTICLE 2
Association Security

2.1 The Board hereby agrees that every paraprofessional has the right freely to organize, join or not join and support the Association and its affiliates for the purpose of engaging in collective bargaining and other activities for mutual benefit. The Board agrees that it shall not directly or indirectly discourage, deprive or coerce any paraprofessional in the enjoyment of any rights conferred under Chapter 21 of the Vermont Statutes Annotated, the Constitution of Vermont and the United States; that it shall not discriminate against any paraprofessional with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any legal activities of the Association and its affiliates, collective bargaining with the Board or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2.2 Whenever a paraprofessional is required to appear before the principal, superintendent, or designee or the School Board concerning any disciplinary matter they shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting. Any disciplinary matter that could adversely affect the continuation of his/her employment will be put in writing.
2.3 A paraprofessional will be notified by May 1\(^{st}\) if his/her contract is to be non-renewed. The paraprofessional will receive a letter to this effect with reasons therefore. If a paraprofessional is not notified that he/she will not be reemployed by May 1\(^{st}\), he/she shall receive a letter of intent for the following year by May 15\(^{th}\) under the provisions of Article 9.

2.4 No paraprofessional shall have his/her contract non-renewed or be dismissed, disciplined, reprimanded, or suspended without just cause. Each new paraprofessional hired by the District shall work under probation for the first 90 school days. During said probationary period, the Board’s decision to dismiss or non-renew a paraprofessional’s employment may not be grieved pursuant to the provisions of this Agreement. Within ninety (90) workdays from the date of hire, each new employee will have one written evaluation by the administration and/or their direct supervisor, as outlined in Article 8.

2.5 Upon receipt of a validly executed written authorization form, the Board agrees to deduct from the salaries of the paraprofessionals covered by this Agreement, dues for the Educational Support Personnel Unit of the Franklin West Education Association, the Vermont-NEA, and the National Education Association, as said paraprofessional voluntarily authorizes the Board to deduct. Deductions from the paraprofessional's salary shall be continuous and in substantially equal amounts from each paycheck for the remainder of the school year. New members of the Association shall have their dues deducted in substantially equal amounts from their paychecks for that school year.

**ARTICLE 3**

**Grievance Procedure**

3.1 Definitions:

A. Any claim by the Association or paraprofessional that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, a violation of its or his/her right to fair treatment, or violation of any established policy or practice.

B. An “aggrieved person” is the person or persons making the claim.

C. Time Limits – All time limits consist of school days except after June 15\(^{th}\), when time limits shall consist of all workdays. School days for the purposes of the grievance procedure shall mean paraprofessional employment days. The number of days indicated at each level should be considered maximum and every effort should be made to expedite the process. A grievance must be filed by a paraprofessional or the Association within twenty-five (25) school days following the time at which the grievant or the Association could be reasonably aware of its occurrence.

D. Association Representative – Upon selection and certification by the Association, the Board shall recognize an Association representative. The Association representative shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance, which has been formally presented. Nothing herein contained will be construed as limiting the right of any paraprofessional having a grievance to discuss the matter informally with his/her supervisors, and having the grievance adjusted without intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

Page 4
3.2 Procedure:

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the paraprofessional, the Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the paraprofessional of the Association then a grievance may be processed as follows:

**Step 1.** The employee or the Association may present the grievance, in writing, to the immediately involved principal who will arrange for a meeting within five (5) school days after receipt of the grievance. The Association representative, the aggrieved person, and the immediately involved supervisor shall be present for the meeting. The immediately involved supervisor must provide the aggrieved person and the Association with a written answer on the grievance within five (5) school days after the meeting. Such answer shall include the reasons upon which the decision was based.

**Step 2.** If the grievance is not resolved at Step 1, then the Association shall refer the grievance to the Superintendent of Schools or his/her official designee within five (5) school days after the Step 1 meeting. The Superintendent of Schools shall arrange for a meeting with the representative of the Association’s grievance committee to take place within five (5) school days of his/her receipt of the appeal. Each party shall have the right to include in its representation, such witnesses and counselors, as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent of Schools will have five (5) school days in which to provide his/her written decision to the Association.

**Step 3.** If the grievance is not resolved at Step 2, then the Association shall refer the grievance to the Board within five (5) school days after receipt of the Step 2 answer. The Board shall arrange for a meeting with the Association representative within five (5) school days of its receipt of the appeal. The Board shall have five (5) school days in which to provide a written decision to the Association.

**Step 4.** Arbitration. If the Association is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire without the issuance of the Board’s written answer, then the Association may submit the grievance to final and binding arbitration by submitting a written notice to the Board within fifteen (15) school days of the decision at Step 3. Within five (5) school days after such notice, the Board and Association will agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, the grievance will be submitted to an arbitrator under the Voluntary Labor Arbitration Rules of the American Arbitration Association, (AAA), which shall act as the administrator of the proceedings.

3.3 Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
3.4 The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper.

3.5 Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full costs for that transcript. Should both parties order a transcript, then the cost of the two (2) transcripts will be divided equally between the parties.

3.6 The Board acknowledges the right of the Association’s grievance representative to participate in the processing of a grievance at any level, and no paraprofessional is required to discuss any grievance if the Association representative is not present.

3.7 Provided the Association and the Superintendent of Schools agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.

3.8 No reprisals of any kind will be taken by the Board or the school administration against any paraprofessional because of his/her participation in this grievance procedure.

3.9 Both parties agree to cooperate in providing information pertinent to the grievance as requested, if available.

3.10 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

3.11 A grievance may be withdrawn at any level without establishing precedent.

Acknowledgement of Arbitration
In accordance with 12 V.S.A. § 5653(b) the Board and the Association understands that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Association and the Board understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Article.

ARTICLE 4
Hours and Overtime

4.1 Any paraprofessional who serves as a substitute teacher on a daily basis shall do so on a voluntary basis. In case of emergencies such substitute service shall be at either the substitute rate of pay or the paraprofessional’s regular rate of pay plus two dollars ($2.00)
per hour, whichever is greater. Paraprofessionals who work as a long-term substitute teacher (more than 30 consecutive days) shall receive substitute pay consistent with District Policy.

4.2 Each paraprofessional shall receive an unpaid duty-free lunch period of thirty continuous minutes per day during the period of time in which students are served lunch. A paraprofessional’s supervising staff member may approve a paid lunch when a student’s needs require that a paraprofessional eat with the student, when the paraprofessional needs to attend a meeting or when a paraprofessional is assigned a task by the supervising staff member.

4.3 Paid Holidays. Each paraprofessional shall receive five (5) paid holidays: Labor Day, Thanksgiving, Christmas, New Year’s Day and Memorial Day. Holidays will accrue as they occur, and will be pro-rated for part-time employees.

4.4 Paid Flex Days: Each paraprofessional shall receive two (2) flex days. These shall be taken on non-student days, or to replace hours lost due to a delayed opening/early dismissal. The flex days shall be pro-rated based on FTE and days worked in a year.

4.5 Inservice Days. Each paraprofessional will be required to work three (3) inservice days. Two (2) inservice days will be determined by the building principals. The third (3) inservice day will be split into hours for attendance at school-based faculty meetings. Administrators will make every effort to relieve paraprofessionals of any job duties that conflict with attendance at faculty meetings. Principals will notify paraprofessionals of these dates at the beginning of the school year. Optional inservice days in addition to the required three (3) inservice days will be allowed if requested by the paraprofessional’s supervising staff member and approved by building principal.

4.6 An optional extra workday at the beginning of the year will be available at the request of the paraprofessional’s supervising staff member with prior written approval of a building principal.

4.7 When the opening of school is delayed, all paraprofessionals shall have the choice of the following options:
   1) Report to work when students are expected to arrive and be paid for the actual hours worked.
   2) Report to work when students are expected to arrive, and use flex or personal leave for the time missed.

4.8 If a paraprofessional is asked to be present during an IEP meeting outside of their regular work hours they will be paid at their hourly rate for that time. It is the Board’s understanding that the presence of the paraprofessional will not be required for more than one hour per meeting.
4.9 A paraprofessional’s supervising administrator may pre-approve in writing up to an additional hour per week to cover meetings, collaboration with teachers, prep time, and/or data collection if deemed necessary.

ARTICLE 5
Leaves

All leave shall be pro-rated for part time employees and those hired after the year commences.

5.1 Sick Leave.
Newly employed paraprofessionals shall be entitled to nine (9) days sick leave their first year. The newly hired paraprofessional shall receive six sick days at the start of the school year, and an additional three days will be added January 1st. A paraprofessional beginning with his/her second continuous year of employment shall receive twelve (12) sick days beginning on the first day of contract year cumulative to fifty-five (55) days. Appendix B lists Fairfax paraprofessionals who have accumulated more than fifty-five (55) days who are grandfathered to a maximum of 60 days. For these employees, if their individual accumulation falls below fifty-five (55) days the new maximum shall be fifty-five. For all paraprofessionals, the sick leave carried forward as of July 1st shall be limited to the maximums outlined above. The annual sick allotment will be added to the maximums in the new school year.

A. A complete record is to be kept in the business office for each paraprofessional who comes under this sick leave plan. The accumulated balance will be available to the employee electronically. The paraprofessional must notify the business office in writing within sixty days if they disagree with the balances reflected within the system. After the close of each fiscal year, human resources will share with the Association a list of remaining sick leave balances for paraprofessionals.

B. Sick leave may be used for a personal illness or an illness in the immediate family, which requires the presence of the paraprofessional. Immediate family shall mean: spouse, children, parents or a member of the immediate household.

C. A paraprofessional who is unable to work because of personal illness or disability and who has exhausted all sick leave may be granted a leave of absence by the Board without pay for up to one (1) year.

D. Catastrophic. A paraprofessional who has exhausted all of his/her annual sick leave will be eligible to request of the Georgia, Fletcher or Fairfax School Directors up to thirty (30) days per year of paid leave to be used for absences due to catastrophic illness or injury. All requests will be made in writing to the Superintendent of Schools for School Board consideration.

E. If no sick hours are used throughout the year, the board will grant one (1) paid incentive day to the employee in the final paycheck at the end of the school year.

5.2 Temporary Leaves. Paraprofessionals shall be entitled to the following temporary non-cumulative leaves of absence with full pay:
A. **Personal Leave.** Three (3) days leave of absence for personal matters, which require absence during school hours. However, a paraprofessional requesting (1) personal day prior to or the day after a vacation must make a written request to the building principal and a copy to human resources, thirty (30) days prior to the date of need, except for emergencies beyond the paraprofessional’s control. Only three (3) individual personal requests for each school district will be granted for each day bordering a vacation. If more than three (3) requests for personal days bordering vacations are submitted, then individual paraprofessional seniority will prevail. Once the power of seniority has been utilized, said paraprofessional will drop to the bottom of the seniority list in regards to personal day requests. Additional leave requests will be considered depending upon availability of coverage, determined by the administration. Vacations are considered to be December holiday break, February break, and April break. Paraprofessionals shall not be required to give specific reasons to the Building Principal or Human Resources for personal leave.

B. **Professional Leave.** Three (3) days for the purposes of attending meetings or conferences and workshops of an educational nature. The scheduling of these days shall be subject to the approval of the principal. The principal may schedule additional days as necessary.

C. **Bereavement.** Paraprofessionals will be entitled to three (3) bereavement leave days per year in the event of the death of an immediate family member. Immediate family shall be defined as spouse, children, parents, or members of the immediate household. Requested exceptions for other than the immediate family shall be determined by the principal. Additional bereavement time will not be unreasonably or unnecessarily denied and will be unpaid if no personal leave remains for the paraprofessional.

D. Paraprofessionals who are called for jury duty will be paid of their daily rate of pay for all intermittent days of jury selection plus a maximum of five (5) consecutive days per year if required to serve on a jury.

E. Paraprofessionals who are issued court-ordered summons for a school-related matter will be paid for the time required to appear in court.

F. All paid leave available for the purpose being requested must be exhausted before seeking any unpaid leave. Human Resources will ensure compliance with this provision on a day-to-day basis. Outlined below are the procedures to follow when requesting an unpaid leave:

1) All unpaid leave requests of two days or less must be submitted to the building principal for authorization requesting “other” leave. (Note: this cannot be processed through the leave system) Clearly indicate that your request is to be unpaid and explain the reasons for your request. A copy of your request should be sent to Human Resources and the building’s sub coordinator.

2) If the leave request is an emergency, or within the next two school days, call the school sub-coordinator to inform them of your absence. Once the building administrator has reviewed the situation a written response will be sent to the employee. (approval or denial)

3) If you do not obtain written approval for the unpaid leave it will be deemed an un-excused absence.
   a. First instance an oral reprimand
   b. Second instance a written reprimand to the personnel file and/or dismissal.
If you are requesting an unpaid leave in excess of two consecutive days the request will go directly to the School Board. Please submit your request in writing following step (1) above. All requests should be submitted at least five days before the next School Board meeting. Human Resources or a Building Administrator will communicate with you the next school day following the board meeting to relay the outcome of your request. If relayed verbally, a written approval or denial will follow.

G. 1:1 paraprofessionals have the option to leave school without pay if their student is absent with the written approval of the building principal after paraprofessional has checked with a substitute supervisor for possible reassignment for the day. The paraprofessional will, however, be paid one hour for compensation if the principal has no additional duties to be carried out.

H. Paraprofessionals shall be allowed unpaid leave for required full-time military service or required duty in the National Guard or Reserve. When possible the paraprofessional must give the employer reasonable advance notice that they will require leave. If leave is more than ninety days, the employer may substitute a different job with the same pay, status and seniority as the job the paraprofessional would have had. If the paraprofessional has a health insurance plan, the employer must continue to offer it at the same co-pay requirements for eighteen months. A paraprofessional who enters military service must notify the Superintendent by March 15th if he/she plans to return to Fairfax, Fletcher or Georgia for the next contractual year.

Paraprofessionals will continue to accrue the following benefits while on military leaves:

- Municipal Retirement- years of service but no employer/employee contributions
- Seniority
- Annual Raises
- Annual Sick Leave days

A copy of the military orders will be provided to Human Resources at the time leave is requested.

ARTICLE 6
Salaries and Other Benefits

6.1 The salaries of all paraprofessionals covered by this Agreement are as follows:

A. Returning employees:

• **Year 1:** All employees will be compared to placement on the new grid in Appendix A. Employees’ hourly rate will increase to the rate reflected on the grid. For any paraprofessional whose pay rate would increase less than 2.75% or decline when placed on the grid, their FY18 rate shall be a 2.75% increase over their FY17 rate. Placement on the grid is determined by the educational credentials that had been provided to Human Resources as of 6/30/15, or (for those hired after 7/1/15) the date of hire. Any updates to educational credentials as described in section 6.1D will be recognized in placement on the grid.

• **Year 2:** 3.0% raise for all paraprofessionals employed as of 6/15/18.

• **Year 3:** 3.0% raise for all paraprofessionals employed as of 6/15/19.
B. The initial placement salary for all new employees are set forth in Appendix A, which is attached hereto and made a part hereof. Once a new employee becomes a returning employee the employee shall receive the across the board increase. Relevant experience elsewhere in an educational institution shall be considered to be the same amount of experience under this contract for initial placement on the salary schedule. Placement on Associates Degree column or Bachelor’s Degree column requires documentation of the respective degree.

C. Paraprofessionals hired after 7/1/10 must meet the ‘Highly Qualified’ standard required by the No Child Left Behind Act that requires a minimum of an Associate’s Degree, a high school diploma or a GED, and a minimum of 48 college credits, or a high school diploma or GED and successful completion of the Title I, section 1119 Compliance Assessments as administered by FWSU Human Resources.

D. Any paraprofessional who attains an Associate’s degree after 7/1/15 is eligible for an additional 30¢ added onto their current hourly rate of pay upon presenting proof of said degree. Notice of this pending increase must be sent to Human Resources by 12/1 of the previous school year.

Any paraprofessional who attains a Bachelor’s degree after 7/1/15 is eligible for an additional 51¢ added onto their current hourly rate of pay upon presenting proof of said degree. Notice of this pending increase must be sent to Human Resources by 12/1 of the previous school year.

E. Each paraprofessional who has completed ten (10) years of continuous employment with the school will receive longevity pay in the amount of $0.02 per hour per year of service after the tenth (10th) year.

6.2 When a payday falls on a holiday, paraprofessionals shall receive their paychecks on the last previous business day. All paraprofessionals will participate in the direct deposit program.

6.3 Health Insurance 7/1/17-12/31/17

Fairfax and Georgia: The Board shall provide 50% of the cost of the VEHI VHP ACA plan for single coverage for all paraprofessionals eligible for the plan. This amount is pro-rated for part-time or part-year employees based on their FTE and actual days worked.

For the grandfathered Fairfax paraprofessionals listed in Appendix C, the Board shall pay a contribution of 83% of the VEHI VHP ACA single plan premiums toward the cost of coverage elected by the employee within this plan. This amount is pro-rated for part-time or part-year employees based on their FTE and actual days worked. If a grandfathered employee declines health insurance coverage for any period of time, they will forfeit grandfathered status under this agreement.

Fletcher: The Board shall provide the equivalent of 50% of the cost of the VEHI VHP ACA plan for single coverage for all paraprofessionals eligible for the plan. This amount will be contributed toward a health plan selected by the employee on the “Marketplace” which is known as Vermont Health Connect. This amount is pro-rated for part-time or part-year employees based on their FTE and actual days worked.
Health Insurance: 1/1/2018-6/30/2020

Fairfax, Fletcher, Georgia & FWSU:
The Board shall pay a contribution of 90% of the premium cost for a Single, Gold CDHP plan for all paraprofessionals who are eligible for the plan. The employee may utilize the Board health care contribution toward any of the four health plans offered by VEHI. This amount is pro-rated for part-time and part-year employees based on their FTE and actual days worked.

Fairfax:
For the grandfathered Fairfax paraprofessionals who are eligible for the plan listed in Appendix C, the Board shall pay a contribution of 100% of the Single, Gold CDHP plan premium toward the cost of coverage elected by the employee within this plan. The employee may utilize the Board health care contribution toward any of the four health plans offered by VEHI. This amount is pro-rated for part-time and part-year employees based on their FTE and actual days worked. If a grandfathered employee declines health insurance coverage for any period of time, they will forfeit grandfathered status under this agreement.

6.4 For the length of this agreement, all paraprofessionals may be eligible for an insurance buy-out benefit if they remain eligible for the district health insurance plan and district cafeteria plan. In order to qualify for this benefit, the employee must forego health insurance coverage for the entire school year (7/1-6/30), and provide tax-family certification of coverage in another insurance plan. The benefit will be pro-rated for part-time and part-year employees based on FTE and number of days actually worked.

- For employees listed in Appendix D, the buy-out benefit for a full-time paraprofessional is $1,500 per year. The buy-out will be paid in two installments; $500 with the Thanksgiving holiday paycheck and $1,000 by June 30th.

- For all other paraprofessionals the buy-out benefit for a full-time paraprofessional is $500 per year. The buy-out will be paid in two installments; $200 with the Thanksgiving holiday paycheck and $300 by June 30th.

6.5 Members of the bargaining unit who, with the authorization of his/her immediate supervising staff member, use his/her automobile(s) in the course of his/her employment, shall be reimbursed at the current IRS rate. No paraprofessional shall be required to use his/her car in the course of his/her employment unless the district clearly made the expectation and risks known at the time of hire.

6.6 Paraprofessionals shall be reimbursed for training which is consistent with the FWSU Action Plan and directly related to the employee’s current (or anticipated) job assignment. The reimbursement is limited to the value of three credits at the Vermont State College rate. To be eligible for reimbursement, the paraprofessional must obtain written approval from their principal and human resources prior to enrollment. Reimbursement for the above will be
made only upon successful completion for registration fees, tuition, mileage, hotel (at a
two-person rate) and meals as allowed by school board policy.

6.7 A. Reimbursement for other continuing education shall accrue at the rate of fifty-dollars
($50) per hour of instruction as evidenced on a certificate of attendance. Reimbursement
shall be subject to the guidelines outlined in section 6.6. Under normal circumstances, a
paraprofessional may use up to thirty hours (30) per contract year for other continuing
education (e.g. workshops, conferences or seminars).

B. An employee may request pre-payment for college or university tuition. Upon
completion of the course, an employee is required to submit a grade within 45 calendar
days. If an employee does not complete the course or earn a grade of at least a B, and/or
submit the appropriate documentation, the paraprofessional shall be responsible for
reimbursing the district for all costs. Collection will be through payroll deduction or other
means.

6.8 Additional conferences, workshops and/or seminars may be required by the building
principal. Participation will be paid in full from another source of funding. The employee will
not be responsible for any payment.

6.9 The board shall provide long term disability insurance to each paraprofessional. To be
eligible for this benefit, the employee must work a minimum of 20 hours per week.

ARTICLE 7
General

7.1 The Board and the Association agree that there will be no discrimination in the hiring,
training, assignment, promotion, transfer, or discipline of paraprofessionals in the
application or administration of this Agreement or any other rule, regulation, or policy
relating to the terms and conditions of a paraprofessional's employment on the basis of
race, creed, color, religion, national origin, age, sex, or marital status.

7.2 Copies of this Agreement will be given to each paraprofessional. Extra copies will be
provided for the Association.

7.3 If any provision of this Agreement or any application thereof to any paraprofessional or
group of paraprofessionals is held to be contrary to law, then such provision or application
will not be deemed valid and subsisting, except to the extent permitted by law, but all other
provisions or applications will continue in full force and effect. The parties will meet within
a reasonable time after any such holiday for the purpose of renegotiating the provision or
provisions affected.

7.4 This Agreement incorporates the entire understanding of the parties on all matters, which
were the subject of negotiations. During the term of this Agreement neither party will be
required to negotiate with respect to any such matter whether or not covered by this Agreement.

7.5 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 8
Evaluation and Files

8.1 Any method of evaluation will be defined and described, in writing, and shall be made known in advance to the individual to be evaluated. All monitoring or formal observation of the work performance of a paraprofessional will be conducted openly.

8.2 Paraprofessionals will be given a copy of any evaluation report prepared by their supervising staff member and will, at their option, be entitled to a conference to discuss said report within five (5) working days from receipt of the report. No such report will be submitted to the central office, placed in the paraprofessional's personnel file or otherwise acted upon without prior conference, if requested. Both the supervising staff member and paraprofessional will sign the evaluation. If the paraprofessional disagrees with his/her evaluation, he/she will have the right to file a rebuttal which will be placed in his/her personnel file. No paraprofessional will be required to sign a blank or incomplete evaluation form.

8.3 Paraprofessionals shall have the right, upon reasonable request, to review the contents of their personnel file excluding references, and they may receive a copy of any documents reviewed. A paraprofessional will be entitled to have a representative of the Association accompany him/her during such review.

8.4 No materials derogatory to a paraprofessional's conduct, services, character, or personality will be placed in his/her personnel file unless the paraprofessional has had an opportunity to review the material. The paraprofessional shall acknowledge that he/she has had a chance to review such material and will affix his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The paraprofessional will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.

8.5 At least once every two (2) years, a paraprofessional will have the right to indicate those documents and/or other materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate for retention. The Superintendent of Schools will review documents and if he/she agrees, they will be destroyed.
ARTICLE 9
Layoff and Recall

9.1 In the event of a layoff, paraprofessionals with the greatest seniority will be retained. A paraprofessional, who has been laid off, shall be recalled to any vacancy, which occurs within a two (2) year period immediately following the effective date of the layoff. Notice of recall shall be by certified mail. A copy of said recall notice shall also be given to the Association President. If the paraprofessional does not indicate his/her acceptance of the position within ten (10) working days after receiving the recall notice, he/she shall be deemed to have refused the position and waived further recall rights under this Agreement. Seniority shall be computed based on school days worked from the beginning of a paraprofessional's most recent period of continuous employment. For employees hired before 7/1/14 the seniority date will be determined from the 6/30/14 seniority list. For all employees hired after 7/1/14 seniority will be determined by written confirmation from human resources that said employee has successfully completed all the paperwork to be hired for a paraprofessional position. Beginning February 2018 the separate school seniority lists will be consolidated into one list for the entire supervisory union.

9.2 Seniority will continue to accrue during all paid leaves of absence. Unpaid leaves of absence or layoff will not break seniority, but such time will not be counted in computing seniority. Paraprofessionals who serve as a daily or long-term substitute will continue to accrue seniority except when said paraprofessional accepts a teacher contract.

9.3 Paraprofessionals who are to be laid off shall be notified as early as possible, but in no event later than May 1 prior to the effective date of the layoff. If a paraprofessional is employed by the District solely to be assigned to work with one child, the child leaves the District, the paraprofessional who was so assigned may, with three (3) weeks’ notice, be laid off by the Board. The paraprofessional must state his/her desire to activate displacement rights in writing to the principal within five (5) school days of notice of layoff. The principal shall then review the seniority list for all general education unit members who have less seniority than the paraprofessional who has been displaced. If a general paraprofessional is employed who has less seniority, he/she shall be notified of layoff. If no general ed paraprofessional has less seniority than the displaced member, the displaced paraprofessional will be notified of such. The least senior member shall be guaranteed three (3) weeks’ notice.

ARTICLE 10
Duration

10.1 The provisions of this Agreement will be effective as of July 1, 2017 and will continue and remain in full force and effect until June 30, 2020 for all paraprofessional employees. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other no later than November 1, prior to the expiration date or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over terms of
a successor Agreement. It is agreed that Negotiations for the successive Master Agreement shall be opened within one (1) year prior to the expiration of the current Master Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of May 2017.

[Signatures]

[Signatures]

Franklin West SU Board of Directors

Franklin West Education Association
# APPENDIX A:
New Hire Paraprofessional Hourly Rate of Pay

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<th>Years Experience Step</th>
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<th>Bachelors</th>
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*Total Days* Student Year plus three in-service days  
*Length of Day* 6.5 hours GEMS, 6.25 hours Fairfax, 7.0 hours Fletcher (subject to change).
APPENDIX B:
Fairfax Paraprofessionals
Grandfathered Sick Day Provision

Brigham, Jonathan
Filiberti, Julie
APPENDIX C:
Fairfax Paraprofessionals
Grandfathered Health Insurance Provision

Brigham, Jonathan
Knapp, Nancy
Lynch, Janice
Pouliot, Linda
Wimette, Anita
APPENDIX D:
Georgia Paraprofessionals
Grandfathered Health Insurance Buy-out Provision

Bechard, Martha
Desautels, Hallie
Dow, Barb
Gilbert, Deb
Gonyea, Heather
Hanf, Dawn
Joseph, Alison
LaMoy, Sheila
Laroche, Diane
Longley, Jane
Reed, Doris
Reynolds, Lori
Ruggles, Karen
Schultz, Jan
Waitt, Mary
Franklin West Education Association  
*Side Letter of Agreement*

This side letter of agreement between the Franklin West Education Association and the Franklin West Board of School Directors states the following change to the current FWSU Paraprofessional Master Agreement effective 7/1/2017 - 6/30/2020.

1. Instructional Behavior Assistants are recognized under the FWSU Paraprofessional Master Agreement.

2. The district, from this point forward (current exempt employees listed below), will utilize the salary schedule in Appendix A plus an additional 25% differential for paraprofessionals employed as an Instructional Behavior Assistant:
   a. Ron Gratton - $20.44 per hour (up to 1600 hours)
   b. Kathy Quigley-Wieland - $16.37 per hour (up to 1600 hours)
   c. Marlene Karr - $18.33 per hour (up to 1600 hours)
   d. Nicole Ahern - $16.37 per hour (up to 1600 hours)

3. Instructional Behavior Assistants shall work no more than 40 hours per week - unless otherwise approved by the building principal.

4. Ron Gratton shall be grandfathered to maintain any 10 month employee benefits that are advantageous to him.

5. A detailed job description shall be created and implemented by 6/1/18 outlining the roles and responsibilities of Instructional Behavior Assistants.

6. Instructional Behavior Assistants will be provided the training necessary to perform required duties at the district's expense.

Sara Villeneuve, FWEA President  
5/2/18  
Date

Ned Kirsch, FWSU Superintendent  
5/3/18  
Date

Carl Laroe, FWSU Board Chair  
5/3/2018  
Date
Franklin West Education Association

Side Letter of Agreement

This side letter of agreement between the Franklin West Education Association and the Franklin West Board of School Directors states the following change to page 34 of the current FWSU Teacher Master Agreement effective 7/1/17.

It is hereby mutually agreed that the Planning Room Specialist Teacher position at Fairfax will be permanently shifted to a support staff position effective 7/1/18. The fact that this position was not included in the Reduction in Force (RIF) announcement dated 3/16/18 shall have no bearing on this side letter of agreement. This change will provide consistent staffing structures across our schools.

Sara Villeneuve, FWEA President

Ned Kirsch, FWSU Superintendent

Carl Laroe, FWSU Board Chair

Date

5/2/18

Date

5/3/18

Date