

***Franklin West Supervisory Union***

# Paraprofessional Master Agreement

*Franklin West Education Association*  
*7/1/2023 - 6/30/2025 (FY24 & FY25)*

# Table of Contents

<b>Preamble</b>		<b>2</b>
<b>Article 1</b>	Recognition	<b>2-3</b>
<b>Article 2</b>	Association Security	<b>3-4</b>
<b>Article 3</b>	Grievance Procedure	<b>4-6</b>
<b>Article 4</b>	Hours and Overtime	<b>6-8</b>
<b>Article 5</b>	Leaves	<b>8-10</b>
<b>Article 6</b>	Wages	<b>11-12</b>
<b>Article 7</b>	Benefits	<b>13-14</b>
<b>Article 8</b>	General	<b>14-15</b>
<b>Article 9</b>	Evaluation and Files	<b>15</b>
<b>Article 10</b>	Seniority, Layoff, and Recall	<b>16-17</b>
<b>Article 11</b>	Working Conditions	<b>17</b>
<b>Article 12</b>	Duration	<b>17</b>
<b>Article 13</b>	Fairfax Paraprofessionals with Grandfathered Health Insurance Provision from the FY'20 Agreement	<b>18</b>
<b>Article 14</b>	Agreement and Signatures	<b>18</b>
<b>Appendix A1 &amp; A2</b>	New Paraprofessional Hourly Pay Rate Schedule	<b>19-20</b>

## ***Preamble***

This Agreement is made and entered into this 1st day of July 2023, 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 and Student Support Center Coordinators employed by the Fairfax Board of School Directors, Georgia 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 their membership in the Association and its affiliates, their participation in any legal activities of the Association and its affiliates, collective bargaining with the Board or their 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 them and represent them during such a meeting. Any disciplinary matter that could adversely affect the continuation of their employment will be put in writing.
- 2.3 A paraprofessional will be notified by May 1<sup>st</sup> if their letter of hire is to be non-renewed. The paraprofessional will receive a letter to this effect with reasons therefore. If a paraprofessional is not notified that they will not be reemployed by May 1<sup>st</sup>, they shall receive a letter of intent for the following year by May 15<sup>th</sup> under the provisions of Article 10. If a letter of hire is not signed and returned within ten (10) business days then the position will be deemed vacant.
- 2.4 No paraprofessional shall have their letter of hire 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 ninety (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 9.
- 2.5 Upon receipt of a validly executed written authorization form, the Board agrees to deduct from the wages 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 wages 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 their 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<sup>th</sup>, 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 their 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.

#### **3.2 Procedure:**

The parties acknowledge that it is usually most desirable for an employee and their 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 an 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 their 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 their 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 their 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 they judge 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 their 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 **Subbing.** Any paraprofessional who serves as a substitute teacher shall do so on a voluntary basis. For paraprofessionals that are assigned to substitute for any teacher, they shall be paid an additional \$5.00 per hour on top of their regular hourly rate for a minimum of one hour. Paraprofessionals who work as a long-term substitute teacher (more than 30 consecutive days) shall receive substitute pay consistent with District Policy.
- 4.2 **Lunch.** Each paraprofessional shall receive an unpaid duty-free lunch period of thirty (30) continuous minutes per day. A paraprofessional's supervising staff member may approve a paid lunch when a student's needs require that a paraprofessional eat with the student (ie field trips), when the paraprofessional needs to attend a meeting or when a paraprofessional is assigned a task by the supervising staff member. If a lunch period is interrupted by work, said lunch break will be compensated with the approval of the Administration.
- 4.3 **Inservice Days.** Each paraprofessional will be required to work four (4) full inservice days. During the first two weeks of the school year, one half day of inservice (approximately 3 hours) will be utilized for paraprofessionals to educate themselves on the student(s) they will be serving. During this time, every effort will be made to provide the paraprofessionals with the relevant information they need (IEP's, 504 plans, behavior plans, etc.) to review. Additionally, during this two week window, every effort will be made to provide an opportunity for paraprofessionals to meet with Special Educators and/or classroom teachers to discuss the needs of their assigned student(s). Optional inservice days in addition to the required four (4) inservice days will be allowed if requested by the paraprofessional's supervising staff member and approved by the

building principal. These days will be prorated for employees who start after the year commences.

- 4.4 Delayed Openings, Early Closings, and Cancellations.** When the opening of school is delayed or is closed early, all paraprofessionals shall be compensated as if they worked their full shift. An employee must work the portion of the day when students are present in order to receive this benefit. When school is canceled/closed during the school year, it will be rescheduled at the end of the school year for the paraprofessional to work that missed day. If the school board “forgives” that student day at the end of the school year, then the paraprofessional will be compensated for their full regularly scheduled work day if they were still employed as of the day prior to the forgiven student day.
- 4.5** Attendance at a meeting outside of a paraprofessional’s regular work hours requires prior approval of the building administrator. If a paraprofessional is approved by an administrator 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.
- 4.6** 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.
- 4.7** Paraprofessionals will provide recess and lunch support as directed by administration.
- 4.8 Staff Meetings.** Paraprofessionals shall be granted two (2) staff meetings, district inclusive, per year for one (1) hour each facilitated by paraprofessional staff for the purpose of collaboration.
- 4.9 Work Hours.** The standard Paraprofessional work day to cover Student needs in the Classroom with a ½ hour unpaid duty free lunch is the following:  
**Fairfax:** 8:15am - 3:00pm = 6.25 hours  
**Georgia:** 8:00am - 3:00pm = 6.50 hours  
**Fletcher:** 8:15am - 3:00pm = 6.25 hours

The following times are needed daily for some Student AM & PM Supervision:

- Fairfax:** 7:45am - 8:15am = 0.50 hours & 3:00pm - 3:30pm = 0.50 hours  
**Georgia:** 7:30am - 8:00am = 0.50 hours & n/a (& additional busing coverage as needed)  
**Fletcher:** 7:30am - 8:15am = 0.75 hours & 3:00pm - 3:30pm = 0.50 hours

Thus, the range of daily paid work hours needed is the following:

- Fairfax:** 6.25 - 7.25 hours  
**Georgia:** 6.50 - 7.00 hours & additional busing coverage as needed  
**Fletcher:** 6.25 - 7.50 hours

Paraprofessionals will continue to receive a letter of hire stating their scheduled daily paid work hours, which has been determined by their Principal & approved by the Student Support Services Director.

## **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 (6) sick days at the start of the school year, and an additional three (3) days will be added January 1st. A paraprofessional beginning with their second continuous year of employment shall receive twelve (12) sick days beginning on the first day of school year cumulative to sixty (60) days. 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 (60) 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. Sick leave may also be used for any medical or dental appointments for the paraprofessional or the immediate family.
  - C. Leave of Absence.** 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 Leave.** A paraprofessional who has exhausted all of their annual sick leave will be eligible to request the Fairfax, Georgia, Fletcher, or FWSU 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. "Catastrophic Illness or Injury" is defined as a severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick and personal leave time. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.



**5.2 Temporary Leaves.** Paraprofessionals shall be entitled to the following temporary non-cumulative leaves of absence with full pay:

- A. Personal Leave.** Four (4) days leave of absence for personal matters, which require absence during school hours. However, a paraprofessional requesting one (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 Leave.** Paraprofessionals will be entitled to five (5) bereavement leave days per year. Additional bereavement time will not be unreasonably or unnecessarily denied and will be unpaid if no personal leave remains for the paraprofessional.
- D. Jury Duty.** Paraprofessionals who are called for jury duty will be paid 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 and upon submission of the jury summons.
- 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. Unpaid Leave.** 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 (2) 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 (2) 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 are requesting unpaid leave from three (3) to thirty (30) consecutive days the request will go directly to the Superintendent.
  - 4) If you are requesting unpaid leave in excess of thirty (30) consecutive days the request will go directly to the School Board. Please submit your request in writing following steps (1) and (3) above. All requests should be submitted at least five (5) 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.
  - 5) If you do not obtain written approval for the unpaid leave it will be deemed an unexcused absence.
    - a. First instance an oral reprimand
    - b. Second instance a written reprimand to the personnel file and/or dismissal.
- 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 the 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. **Military Leave.** 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 (90) 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 copay requirements for eighteen (18) months. A paraprofessional who enters military service must notify the Superintendent by March 15<sup>th</sup> if they plan to return to Fairfax, Georgia, Fletcher, or FWSU for the next school 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: Wages**

**6.1** The hourly pay rates of all paraprofessionals covered by this Agreement are as follows:

**A. Returning paraprofessionals:**

**Year 1:** For FY24, all returning paraprofessionals employed as of 6/10/23 will receive an additional \$5.00 per hour increase over their FY23 hourly wage.

**Year 2:** For FY25, all returning paraprofessionals employed as of 6/10/24 will receive an additional \$2.00 per hour increase over their FY24 hourly wage.

**B. New paraprofessionals:** A new paraprofessional employed by FWSU will be placed on the New Paraprofessional Hourly Pay Rate Schedule identified in **Appendix A1 for FY24 & Appendix A2 for FY25** by the Superintendent or their designee. Relevant paid work experience elsewhere in an educational institution shall be considered to be the same amount of experience under this agreement for initial placement on the New Paraprofessional Hourly Pay Rate Schedule. Placement on the Associates Degree column or Bachelor's Degree column requires documentation of the respective degree. Once a new paraprofessional becomes a returning paraprofessional, they shall receive the returning paraprofessional increase listed in Article 6.1A.

**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 OR
- A High School Diploma or a GED, and a minimum of forty-eight (48) college credits OR
- A High School Diploma or GED, and successful completion of the Title I, Section 1119 Compliance Assessments as administered by the District. Paraprofessionals will be reimbursed for the cost of the assessment upon successful completion after they have been employed as a Paraprofessional for ninety (90) days.

**D.** Any paraprofessional who attains an Associate's degree after 7/1/23 is eligible for an additional \$.50 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.** Any paraprofessional who attains a Bachelor's degree after 7/1/23 is eligible for an additional \$1.00 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.

**F.** Each paraprofessional who has completed ten (10) years of continuous employment will receive longevity pay in the amount of \$0.03 per hour per year of service after the tenth (10th) year.

**G. Level 2 Paraprofessional.** Level 2 Paraprofessionals are recognized under this master agreement. The primary role of the Level 2 Paraprofessional is to provide services to

students who require specialized support with personal care needs (toileting, feeding, non-verbal students, extensive medical needs, etc.) and/or to carry out a co-regulation and/or extensive behavior plan. These services and/or plans would be outlined and documented in a student's plan (IEP, 504, etc.) and directed by the special education teacher, administration, or 504 coordinator and would typically require additional and/or specialized training. The goal is to proactively and positively support identified students with maximizing their learning and success within the classroom and general education setting.

**Year 1:** For FY24, a Level 2 Paraprofessional shall receive an additional \$1.00 per hour differential added to their current paraprofessional pay rate.

**Year 2:** For FY25, a Level 2 Paraprofessional shall receive an additional \$2.00 per hour differential added to their current paraprofessional pay rate.

If a paraprofessional is no longer acting in a Level 2 Paraprofessional role, their pay differential will be discontinued. All Level 2 Paraprofessional positions will be approved by the Superintendent.

**H. Student Support Center Coordinator (SSCC).** The Student Support Center Coordinator (SSCC) primary role is as a member of the Student Support Center. Student Support Center Coordinators (formerly known as Instructional Behavior Assistants) are recognized under this master agreement. SSCCs are able to work up to 1,600 hours per school year, but no more than 40 hours per week, unless approved by their building principal.

A newly hired SSCC will be hired as listed in Article 6.1B plus they will receive an additional 25% differential for being a SSCC. If there is a paraprofessional on staff who becomes a SSCC, they will have an additional 25% differential added to their current paraprofessional pay rate. If a paraprofessional is no longer acting in a SSCC position, their pay differential will be discontinued. Any new SSCC positions will be approved by the Superintendent. A detailed job description was implemented by 6/1/18 outlining the roles and responsibilities of (IBAs, which are now known as) Student Support Center Coordinators. SSCCs will be provided the training necessary to perform the required duties at the district's expense.

- 6.2** When a payday falls on a holiday and banks are closed, paraprofessionals shall receive their paychecks on the last previous business day. All paraprofessionals will participate in the direct deposit program.
- 6.3** **Paid Holidays.** Each paraprofessional shall receive seven (7) paid holidays: Labor Day, Thanksgiving, Day after Thanksgiving, Christmas, New Year's Day, Town Meeting Day, and Memorial Day. Holidays will be paid as they occur and will be prorated based on FTE and days worked in a year.

## **Article 7: Benefits**

Benefits are prorated for part-time and part-year employees based on their FTE and actual days worked (ie. Health Insurance, Health Insurance Buyout, Dental Insurance, & Course Reimbursement).

- 7.1 Health Insurance.** Effective January 1, 2021, the District shall offer employees health insurance benefits as described in the state-wide school employee healthcare package. As referenced in the following link below: <http://link.vtvsba.org/Terms.pdf>

Fairfax Paraprofessionals with Grandfathered Health Insurance Provision from the FY'20 Agreement are listed in Article 13.

- 7.2 Health Insurance Buy-out.** 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 calendar year (1/1-12/31), and provide tax-family certification of coverage in another insurance plan. 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 30<sup>th</sup>.
- 7.3 Dental Insurance.** Paraprofessionals may enroll in our Dental Insurance Plan. The board shall pay for a Single, 2-Adult, Parent/Child(ren), or Family Plan coverage. To be eligible for this benefit, the employee must work a minimum of 20 hours per week.
- 7.4 Life Insurance.** Board shall provide twenty-five thousand dollars (\$25,000) term life insurance to each paraprofessional under a Group Term Life Insurance Plan to be selected by the Board. To be eligible for this benefit, the employee must work a minimum of 20 hours per week.
- 7.5** Paraprofessionals will participate in the mandatory Vermont Municipal Employees Retirement System (VMERS) unless they don't work enough qualifying hours. VMERS has both employee & employer contribution rates set by VMERS.
- 7.6** The Board shall provide a 403(B) plan which allows paraprofessionals to contribute pre-tax or Roth post-tax dollars, whereby any paraprofessionals so desiring may have the payments for this tax annuity program regularly deducted from their paycheck. Applications for such deductions shall be made available to all new hires at the time of hire and at least annually to all paraprofessionals.
- 7.7** 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 (3) credits at the UVM fall semester tuition rate. To be eligible for reimbursement, the paraprofessional must obtain written approval from administration 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.

An employee may request prepayment 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.

- 7.8** 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 7.7. Under normal circumstances, a paraprofessional may use up to thirty (30) hours per fiscal year for other continuing education (e.g. workshops, conferences or seminars).

The Board agrees to prepay for registration fees for workshops, conferences, or seminars if payment information is given in writing at least thirty (30) days prior to the start of the event in accordance with Article 7.7 and 7.8. If the paraprofessional does not provide a certificate of completion/attendance within fifteen (15) days after the completion of the event, the paraprofessional shall be responsible for reimbursing the District their registration fees from their next paycheck. If the event is within thirty (30) days, the paraprofessional may request reimbursement in accordance with 7.8.

- 7.9** 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.
- 7.10** Members of the bargaining unit who, with the authorization of their immediate supervising staff member, use their automobile(s) in the course of their employment, shall be reimbursed at the current IRS rate. No paraprofessional shall be required to use their car in the course of their employment unless the district clearly made the expectation and risks known at the time of hire.

## **Article 8: General**

- 8.1** 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.
- 8.2** Copies of this Agreement will be electronically posted on the FWSU website. Additionally, copies of this agreement will be printed at the Board's expense and offered to newly-hired employees.
- 8.3** 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 occurrence for the purpose of renegotiating the provision or provisions affected.

- 8.4 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.
- 8.5 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 9: Evaluation and Files***

- 9.1 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.
- 9.2 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 their evaluation, they will have the right to file a rebuttal which will be placed in their personnel file. No paraprofessional will be required to sign a blank or incomplete evaluation form.
- 9.3 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 them during such review.
- 9.4 No materials derogatory to a paraprofessional's conduct, services, character, or personality will be placed in their personnel file unless the paraprofessional has had an opportunity to review the material. The paraprofessional shall acknowledge that they have had a chance to review such material and will affix their 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 their answer will be attached to the file copy.
- 9.5 At least once every two (2) years, a paraprofessional will have the right to indicate those documents and/or other materials in their file, which they believe to be obsolete or otherwise inappropriate for retention. The Superintendent of Schools will review documents and if they agree, they will be destroyed.

## ***Article 10: Seniority, Layoff, and Recall***

**10.1 Seniority.** There will be a single seniority list for the district maintained by Franklin West Supervisory Union based upon the paraprofessional's date of hire, which is determined to be the date of successful completion of all employment paperwork with the Franklin West Supervisory Union. Paraprofessionals hired before 7/1/14, when seniority was documented by hours rather than days or date of hire, have now had their hours converted to days and are listed by the total days worked. If two or more paraprofessionals have the same date of hire, their seniority will be determined by the number of paid days worked. Unpaid leave taken during their employment will not be accumulated in the total of paid employment days. If the two or more paraprofessionals are deemed to have worked the same number of days, their seniority will then be determined by their hours worked. When seniority is equal, ability to perform the work in question, as determined by the Principal/Director and/or the Superintendent shall be the deciding factor and such determination shall not be subject to the grievance procedure or court appeal. 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.

**10.2 Recall Rights.** Any paraprofessional who would be affected by anticipated layoffs during the following school year must be notified of the layoff by no later than May 1.

In the event of a layoff, paraprofessionals with the greatest seniority will be retained. A paraprofessional who has been laid off shall retain their placement on the seniority schedule for a period of one year following the date of layoff. Upon layoff, the paraprofessional will state to the director of Special Education at Franklin West Supervisory Union their school preference for recall. A paraprofessional may choose any or all schools to be recalled to. They shall be recalled to any vacancy matching their stated preference that occurs within the one-year period. A notice of the available position will be sent to all paraprofessionals available for recall by certified mail. Copies of the recall notifications shall be given to the Association President. The notice will state exactly what position is available and notify them that they may be eligible to secure it. To be considered, a paraprofessional will have five (5) calendar days to respond with their interest in the position. Seniority of the interested respondents will determine who is given the position. The employer may advertise the vacant position immediately (during the window of notice) as anticipated in order to minimize the lag in filling the position.



If a paraprofessional is employed as a one-on-one, and the student leaves the district during the school year, the paraprofessional who was so assigned may, with three (3) weeks notice, be laid off by the Board. The paraprofessional must state their desire to activate displacement rights in writing to the principal within five (5) calendar days of notice of layoff. The paraprofessional has the right to displace the lowest person on the seniority list with the same FTE as long as the paraprofessional has the appropriate training to fulfill the duties of the position being displaced, even if this position is at a different school. The person who is displaced as a result has the right to displace the person with the next closest equivalent FTE.

- 10.3 Job Posting.** Should a vacancy occur within the bargaining unit, either through the creation of a new position or a vacancy in an existing position, and should there be no employee with layoff status eligible to be recalled to said position under the terms of this Article, all currently employed paraprofessionals will receive notification of the vacancy via School Spring posting. The details of the vacancy (position, grade level, and school) will be included in the posting. All currently employed paraprofessionals can apply for the vacant position.

### ***Article 11: Working Conditions***

- 11.1** Paraprofessionals shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being while engaged in school duties. Paraprofessionals shall notify the administration as they become aware that such working conditions exist.
- 11.2** The District will provide the equipment necessary, along with training for such equipment, for the work which the paraprofessional is required or requested to perform by the Administrator.

### ***Article 12: Duration***

The provisions of this Agreement will be effective as of July 1, 2023 and will continue and remain in full force and effect until June 30, 2025 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.

**Article 13: Fairfax Paraprofessionals with Grandfathered Health Insurance Provision from the FY'20 Agreement**

Brigham, Jonathan

Pouliot, Linda

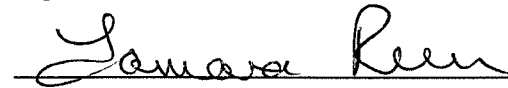
Wimette, Anita

**Article 14: Agreement and Signatures**

By mutual consent of the parties, this Agreement is entered into this 22nd day of March 2023.

In witness whereof, we hereby affix our signatures as the duly authorized representatives of the respective parties.

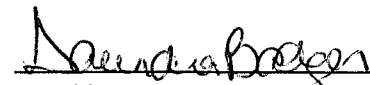
**Signatures**



Franklin West SU Board of School Directors

3/22/23

Date



Franklin West Education Association

3/22/23

Date

## Appendix A1

### Franklin West Supervisory Union

#### FY24 New Paraprofessional Hourly Pay Rate Schedule

Step	Highly Qualified	Associates	Bachelors
0	\$ 17.00	\$ 17.50	\$ 18.50
1	\$ 17.25	\$ 17.75	\$ 18.75
2	\$ 17.50	\$ 18.00	\$ 19.00
3	\$ 17.75	\$ 18.25	\$ 19.25
4	\$ 18.00	\$ 18.50	\$ 19.50
5	\$ 18.25	\$ 18.75	\$ 19.75
6	\$ 18.50	\$ 19.00	\$ 20.00
7	\$ 18.75	\$ 19.25	\$ 20.25
8	\$ 19.00	\$ 19.50	\$ 20.50
9	\$ 19.25	\$ 19.75	\$ 20.75
10	\$ 19.50	\$ 20.00	\$ 21.00
11	\$ 19.75	\$ 20.25	\$ 21.25
12	\$ 20.00	\$ 20.50	\$ 21.50
13	\$ 20.25	\$ 20.75	\$ 21.75
14	\$ 20.50	\$ 21.00	\$ 22.00
15	\$ 20.75	\$ 21.25	\$ 22.25
16	\$ 21.00	\$ 21.50	\$ 22.50
17	\$ 21.25	\$ 21.75	\$ 22.75
18	\$ 21.50	\$ 22.00	\$ 23.00

**Total 182 Work Days = 178 Student Days & 4 Inservice Days**

**Standard Full Time Work Hours per Day for Classroom Coverage:**

Fairfax = 6.25 hours

Georgia = 6.50 hours

Fletcher = 6.25 hours

## Appendix A2

### Franklin West Supervisory Union

#### FY25 New Paraprofessional Hourly Pay Rate Schedule

Step	Highly Qualified	Associates	Bachelors
0	\$ 18.25	\$ 18.75	\$ 19.75
1	\$ 18.50	\$ 19.00	\$ 20.00
2	\$ 18.75	\$ 19.25	\$ 20.25
3	\$ 19.00	\$ 19.50	\$ 20.50
4	\$ 19.25	\$ 19.75	\$ 20.75
5	\$ 19.50	\$ 20.00	\$ 21.00
6	\$ 19.75	\$ 20.25	\$ 21.25
7	\$ 20.00	\$ 20.50	\$ 21.50
8	\$ 20.25	\$ 20.75	\$ 21.75
9	\$ 20.50	\$ 21.00	\$ 22.00
10	\$ 20.75	\$ 21.25	\$ 22.25
11	\$ 21.00	\$ 21.50	\$ 22.50
12	\$ 21.25	\$ 21.75	\$ 22.75
13	\$ 21.50	\$ 22.00	\$ 23.00
14	\$ 21.75	\$ 22.25	\$ 23.25
15	\$ 22.00	\$ 22.50	\$ 23.50
16	\$ 22.25	\$ 22.75	\$ 23.75
17	\$ 22.50	\$ 23.00	\$ 24.00
18	\$ 22.75	\$ 23.25	\$ 24.25

**Total 182 Work Days = 178 Student Days & 4 Inservice Days**

**Standard Full Time Work Hours per Day for Classroom Coverage:**

Fairfax = 6.25 hours

Georgia = 6.50 hours

Fletcher = 6.25 hours