

Paraprofessional Master Agreement

OF THE

*Georgia Board of School Directors
Georgia Town School District*

AND THE

*Paraprofessional Organization of the
Georgia Education Association*

2010-2012

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PREAMBLE

THIS AGREEMENT IS MADE and entered into this 31st day of March 2010, by and between the Georgia Board of School Directors (hereinafter referred to as the "Board,") and the Georgia 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. 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 the School Board concerning any disciplinary matter which has been reduced to writing and which could adversely affect the continuation of his/her employment or his/her salary, the paraprofessional shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting.

- 2.3 A paraprofessional will be notified by May 1st 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 1st, he/she shall receive a letter of intent for the following year by May 15th as excepted by 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 Georgia School District shall work under probation for the first 180 days or the number of days in a full school year of employment. 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 two (2) written evaluations by the administration, as outlined in Article 8. The probationary period may be extended for a second year by mutual agreement. Written evaluations shall occur once during the first semester and once during second semester of the first year and once during each semester of 2nd year if the probationary period is extended.
- 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 Georgia 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 15th, 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.

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 A. Any paraprofessional who serves as a substitute teacher on a daily basis shall do so on a voluntary basis. Such substitute service shall be at the regular substitute rate of pay or the paraprofessional's regular rate of pay, 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
- B. A paraprofessional assigned to non-instructional duties (e.g. recess, lunchroom) shall be paid their normal hourly rate or the corresponding substitute rate of pay for the position to which they are temporarily assigned, whichever is greater. Seniority shall continue to accrue during such temporary assignment.
- 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 seven (7) paid holidays: Labor Day, Thanksgiving, Day after Thanksgiving, Christmas, New Year's Day, and Town Meeting Day, and Memorial Day. Holidays shall be pro-rated for part-time employees.
- 4.4 Inservice Days. Each paraprofessional will be required to work three (3) inservice days. The three (3) inservice days will be determined by the building principals. 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.
- 4.5 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.

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 six (6) days sick leave their first year. 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 (50).

- 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 reported to the employee on their pay stub each pay period. The paraprofessional must notify the business office in writing within sixty days if they disagree with the balances reflected on any paycheck.
- B. Sick leave may be used for 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 without pay for up to one (1) year. This benefit will not apply to probationary employees.
- D. **Catastrophic.** A paraprofessional who has exhausted all of his/her annual sick leave will be eligible to request of the Georgia 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. This benefit will not apply to probationary employees.
- 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 administration, thirty (30) days prior to the date of need, except for emergencies beyond the paraprofessional's control. Only three (3) individual personal requests 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 administration 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 occurrence 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. Leaves of absence without pay, including any unpaid days, may be granted at the discretion of the Board.
- F. 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.

ARTICLE 6

Salaries and Other Benefits

- 6.1 The salaries of all paraprofessionals covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part hereof. Equivalent 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 Bachelors Degree column requires documentation of the respective degree. The building principal will be notified in writing of any column movement plans by January 1st of the preceding school year. Salaries will be established on the first day of school or on the day of hire for new paraprofessionals and will not change until the following year.

Currently employed (as of June 30, 2010) paraprofessionals who do not have an earned Associates Degree shall be eligible to move to the Associates Column upon attainment of sixty (60) college credits, provided that any courses taken after 7/1/10 are approved by the Principal and consistent with the school action plan.

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 Associates Degree, or a high school diploma and a minimum of 48 college credits. Newly hired Paraprofessionals without an Associates Degree will be eligible to move to the Associates Column only upon the attainment of an Associates Degree from an accredited institution." In order to move, paraprofessionals must submit a notice of intent to move to the Superintendent's Office by December 15th of the year prior to the move. A transcript indicating the attainment of the sixty (60) credits or an Associates Degree, as applicable, must be provided to the District prior to the start of the school year.

Currently employed paraprofessionals who have, or plan to have, sixty (60) credits prior to the start of the FY2011 school year, must submit a notice of intent to move by May 1, 2010 and submit evidence of sixty (60) credits prior to the start of the FY2011 school year."

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

- 6.3 The Board shall provide and \$3,268 board contribution to either VEHI Dual Option, or VEHI Health Savings Account (HSA) premiums – plan of employee's choice. Any paraprofessional eligible for health insurance and the district cafeteria plan, who elects not to participate in the health care coverage shall receive \$1,500 per year with \$500 payable prior to the December holiday break and \$1,000 by June 30th. Part-time paraprofessionals will have this benefit pro-rated on their FTE. Benefits shall be pro-rated for part-time employees. Any paraprofessional who elects not to participate in the Health Care Program is asked to provide the school district with documentation for any other health program by which he/she is currently covered.
- 6.4 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 known at the time of hire.
- 6.5 Paraprofessionals shall be reimbursed, upon successful completion, the equivalent of three credits at the UVM rate for professional development with prior approval of the principal and verification of contracted funds from the business office. Reimbursement for the above will be made only for registration fees, mileage, hotel (at a two-person rate) and meals as allowed by school board policy.
- 6.6 Additional conferences, workshops and/or seminars may be required by the building principal. Participation will be paid in full from another source of funding.

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. For the purposes of this section, seniority shall be computed from the beginning of a paraprofessional's most recent period of continuous employment in the Georgia Town School District. Such seniority will be determined from the paraprofessional's signature on a contract or his/her date of hire, whichever is earlier. Part-time paraprofessionals will accrue seniority on a pro-rata basis. 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.

- 9.2 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. However, a paraprofessional serving as a 1:1 shall receive a two-week notice if his/her student no longer requires services during the school year.

ARTICLE 10

Duration

- 10.1 The provisions of this Agreement will be effective as of July 1, 2010, and will continue and remain in full force and effect until June 30, 2012. 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 31st day of March 2010.

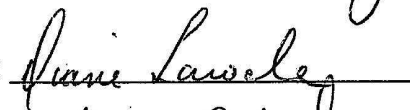
**GEORGIA BOARD OF
SCHOOL DIRECTORS**

**EDUCATIONAL SUPPORT
PERSONNEL UNIT OF THE
GEORGIA EDUCATION
ASSOCIATION**

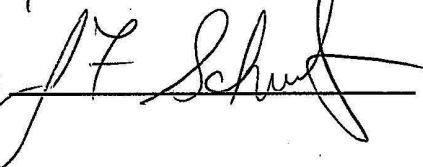
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Appendix A-1: Paraprofessional Hourly Rate of Pay

Yrs Exper. Step	%	HS +48 credits	Assoc	BA
0	1.000	9.55	9.80	10.30
1	1.025	9.79	10.04	10.54
2	1.050	10.03	10.28	10.78
3	1.075	10.27	10.52	11.02
4	1.100	10.51	10.76	11.26
5	1.125	10.74	10.99	11.49
6	1.150	10.98	11.23	11.73
7	1.175	11.22	11.47	11.97
8	1.200	11.46	11.71	12.21
9	1.225	11.70	11.95	12.45
10	1.250	11.94	12.19	12.69
11	1.275	12.18	12.43	12.93
12	1.300	12.42	12.67	13.17
13	1.325	12.65	12.90	13.40
14	1.350	12.89	13.14	13.64
15	1.375	13.13	13.38	13.88
16	1.400	13.37	13.62	14.12
17	1.425	13.61	13.86	14.36
18*	1.450	13.85	14.10	14.60

** Employees on Step 18 (off-step) during FY2011 shall receive \$0.20 increase for FY2012.*

Total Days 189
Length of Day 6.5 hours

Appendix A-2: Paraprofessional Step Increase Chart
Applicable to all employees hired prior to 6/30/2010

FY10 Step	FY11 Step	FY12 Step
0	0	1
1	1	2
2	2	3
3	3	4
4	4	5
5	5	6
6	6	7
7	7	8
8	8	9
9	9	10
10	10	11
11	11	12
12	12	13
13	13	14
14	14	15
15	15	16
16	16	17
17	17	18
18	18	18*

** Employees on Step 18 (off-step) during FY2011 shall receive \$0.20 increase for FY2012.*

Total Days 189
Length of Day 6.5 hours

Appendix A-3: Paraprofessional Step Placement Chart

Applicable to all new employees hired to start after 6/30/2010

Years Experience	FY11 Placement	FY12 Placement
0	0	0
1	0	1
2	1	2
3	2	3
4	3	4
5	4	5
6	5	6
7	6	7
8	7	8
9	8	9
10	9	10
11	10	11
12	11	12
13	12	13
14	13	14
15	14	15
16	15	16
17	16	17
18	17	18

Total Days 189
Length of Day 6.5 hours