

# **Contractual Agreement**

**between**

**The Franklin School Committee**

**and**

**The Franklin Education Association**

**Education Support Professional Unit**

***July 1, 2020 through June 30, 2023***



***"Together we achieve the extraordinary"***

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## **Employment Agreement** **Educational Support Professionals**

### **Preamble**

This Agreement entered into this first day of July 2020, by and between the School Committee of the Town of Franklin, Massachusetts (hereinafter referred to as the Employer, and/or the Committee) and the Franklin Education Support Professional Association (hereinafter referred to as the Association) has as its purpose the negotiation of wages, benefits, hours and other conditions of employment on behalf of the permanent employees of the Association.

### **ARTICLE I** **Recognition**

#### **1.1 Representation**

For the purpose of collective bargaining on questions of wages, hours, standards of productivity and performance and other terms and conditions of employment, the School Committee recognizes the Franklin Education Support Professional Unit as the exclusive representative of the following Educational Support Professionals of the Franklin Public School System: Library Educational Support Professionals, Special Education Educational Support Professionals and Licensed Practical Nurses (LPNs). This representation excludes the Van Licensed Practical Nurse (LPN) position. The Educational Support Professional Unit will be represented by the Franklin Education Association.

For the purpose of this Agreement, full-time Educational Support Professionals will be those who work twenty-five (25) hours or more per week and part-time Educational Support Professionals will be those who work fewer than twenty-five (25) hours per week. All contractual benefits will be pro-rated based upon the Educational Support Professional's full-time equivalent.

#### **1.2 Membership**

As sole bargaining agent, the Association will accept into membership all Educational Support Professionals covered by this Agreement without regard to race, color, creed, national origin, gender, or marital status, or previous affiliation with other teacher organizations.

#### **1.3 No-Strike Clause**

The Association, on its own behalf, and, on behalf of each of the employees that it represents, hereby agrees and covenants that during the term(s) of this Agreement, it will not authorize, approve, participate in or in any way encourage any illegal strike, illegal work stoppage, illegal slowdown or the illegal withholding of services including extra-curricular services from the employer, Franklin School Committee and the Town of Franklin. It is further agreed that the Association will not unlawfully interfere with or restrain any persons from seeking employment with the Franklin School Department during the term(s) of the Agreement. It is further agreed that any employee covered by this Agreement who violates this provision, or any part thereof, subjects himself or herself to disciplinary action or dismissal.

#### **1.4 Mutual Obligations**

The Committee and the Association agree to carry out the express commitments contained herein and give them full force and effect as contractual obligations.

#### **1.5 Agency Service Fee**

In the event legislation is enacted at the state or federal level that reinstates a mandatory agency fee for public sector employees in Massachusetts, then the parties agree that the agency fee language set forth at Article XXVII of the 2016-2019 collective bargaining agreement will be reinstated without the need for further negotiation, provided that the 2016-2019 agency fee language is consistent with such legislation. If the 2016-2019 agency fee provision is not consistent with such legislation, the Association may request to reopen the Collective Bargaining Agreement for the purposes of negotiating over an agency service fee provision.

**ARTICLE II**  
**Nature of Employee Positions**

**2.1 Notification**

It is agreed that notification of their current employment status will be given to members of the Franklin Education Support Professional Unit, as soon as possible, but no later than by July 31st of each year.

**2.2 Just Cause**

No Educational Support Professional will be disciplined, reprimanded, reduced in rank or compensation without just cause.

**2.3 Transfers**

Should the Committee exercise its discretion to change or delete positions currently held by employees, such affected employees may request a transfer to the new or altered positions providing they are qualified to fill such positions.

In acting upon such requests for transfer, the Superintendent or their designee will consider an employee's prior experience in the Franklin School System.

If a one to one Educational Support Professional's assignment is altered (i.e. student goes to out of district program or moves during the course of the school year), the administration may transfer personnel to meet systemic need.

In the event an involuntary transfer of staff is needed during the school year, the District will first seek volunteers. In the event there are no volunteers, then the Director of Student Services and/or the building principal will meet with the employee in advance of any involuntary transfer.

For purposes of this provision, LPN positions will be considered a separate job classification. Employees holding non-LPN positions may not seek transfer into an LPN position.

**2.4 Probation**

Educational Support Professionals will be hired on a four (4) month probationary status during which time he/she may be replaced for failing to perform at a satisfactory performance level. The decision to replace the individual during the four month probationary period will not be grievable or subject to arbitration. Contractual benefits to include sick time and personal time, under this contract will not be accrued during this 4-month probationary period.

LPNs will be hired on a six (6) month probationary status during which time they may be replaced for failing to perform at a satisfactory performance level. The decision to replace the individual during the six (6) month probationary period will not be grievable or subject to arbitration. Contractual benefits to include sick time and personal time, under this contract will not be accrued during this six (6) month period.

**2.5 Safety Care Training**

As a condition of continued employment, all employees assigned to ESP positions will participate in safety care training, as determined by the Superintendent or their designee.

**ARTICLE III**

**3.1 Job Descriptions**

Job descriptions are available to all Educational Support Professionals through the district's intranet. These job descriptions will be reviewed at the request of either party within a reasonable length of time after the request is made. Existing employees will be expected to meet current state and federal statutes. Hiring practices will reflect all relevant state and federal statutes.

**ARTICLE IV**  
**Hours of Work and Overtime**

**4.1 Hours of Work, etc.**

Hours of each Educational Support Professional will be based upon the need of the specific job assignment. Each Educational Support Professional will be notified in writing of the number of hours of their assignment. This assignment shall be made by July 31st of each school year.

The work year for Educational Support Professionals will be all student days and one (1) orientation day.

Any work performed by Educational Support Professionals at the request of the building Principal or at the request of the employee with the prior approval of the building Principal in consultation with the Special Education Director will be paid at their hourly rate.

Educational Support Professionals required to attend after-school functions during the school year including meetings, parent workshops, night school, conferences, early release day programs or student activities will be paid at their hourly rate. Also, should Educational Support Professionals work only half days on early release days they shall be paid only for the hours worked, which would be equal to at least the student hours.

**4.2 Professional Development**

Employees will be required to attend professional development days identified by the Superintendent or their designee and will be compensated at their regular hourly rate of pay. The mandatory professional development days may include early release days. The dates and times of such professional development days will be discussed with the Association President. Notification of mandatory professional development days will be included in the assignment let that is sent out to members on or about July 31<sup>st</sup>.

**4.2.3 Substitute Pay**

If an Educational Support Professional works as a substitute for three (3) or more hours in one day, he/she shall receive one (1) additional hour of pay at their salary step.

This provision shall not apply to Licensed Practical Nurses (LPNs). LPNs shall not be eligible to serve as a substitute teacher or substitute RNs.

**4.2.4 Educational Support Professional Duty and Compensation**

- a. Educational Support Professionals may be assigned as substitute coverage when a Crossing Guard is absent or cannot be secured for a specific location.
- b. The Educational Support Professionals at each school will create a substitute Crossing Guard assignment calendar at the beginning of the school year, specifying the dates or days the Educational Support Professionals will be responsible for substitute coverage. The calendar will be submitted to the building Principal for approval on or before the 10th day of the school year and will be posted in the Principal's office. In the event that the Educational Support Professional assigned to substitute coverage is not available, then the coverage will be assigned on a rotating basis among the Educational Support Professionals in the building by seniority, unless it is an undue hardship.
- c. When an Educational Support Professional is assigned as a substitute Crossing Guard, he/she will be compensated at their regular hourly rate of pay. Morning and afternoon duties will be considered separate coverage and a minimum of one (1) hour will be paid for each coverage. The additional hour(s) will be added to the Educational Support Professional's timesheet.
- d. The District will provide annual training to all Educational Support Professionals. When possible the annual training will be provided on orientation day. Educational Support Professionals will be allowed to use up to one (1) hour on orientation days, as scheduled by the Principal, to meet, by building to work on the substitute crossing guard calendar. Educational Support Professionals hired after the annual training date will be provided with training within one month of the date of hire.

e. The District will provide safety and weather gear for each building to be used by the Educational Support Professionals assigned as substitute Crossing Guards. The safety and weather gear will be stored in a central location in each building, to be designated by the Principal.

#### **4.3 Holidays**

Educational Support Professionals shall receive a full day's pay for the following holidays during the term of this Agreement:

Labor Day (when school starts before Labor Day)	Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day	New Year's Day
Presidents' Day	Patriots' Day	Memorial Day
		Martin Luther King Day

#### **4.4 Duty-Free Lunch**

The School Committee will provide each employee with a thirty (30) minute unpaid duty-free lunch period per day.

### **ARTICLE V**

#### **5.1 Medical**

The Employer agrees to continue for employees covered by this Agreement and who work twenty (20) hours or more per week, coverage under the health plans as accepted by the Town of Franklin applicable to all municipal employees.

### **ARTICLE VI**

#### **Sick Leave**

##### **6.1 Sick Leave/Family Illness**

Employees will be credited at the rate of one and one-quarter (1.25) days per month of sick leave beginning with the first working day of the month after successful completion of the probation period. The total days per year will be 12.5. Employees may accumulate sick leave from year to year up to a maximum of one hundred and twenty-five (125) days. Those Educational Support Professionals hired on or after July 1, 2013 will be credited at the rate of one (1) day per month of sick leave beginning with the first working day of the month after successful completion of the probation period. The total days per year will be ten (10) sick days per year up to a total accumulation of one hundred and twenty five (125) days. Employees will be allowed to use up to fourteen (14) days annually from their accumulated sick leave in cases of family illness. Family illness shall be limited to that of spouse, parents, children or a relative living at home. Family illness time for in-laws, grandparents and other relatives shall be at the sole discretion of the Superintendent.

Educational Support Professionals may use sick time on an hourly basis with approval of the principal. Educational Support Professionals will give, whenever possible, a twenty-four (24) hour, advance request to the building principal to use this time.

##### **6.1.1 Sick Time Utilization**

Educational Support Professionals may use sick time on an hourly basis with approval of the principal. Educational Support Professionals will give, whenever possible, a twenty-four (24) hour, advance request to the building principal to use this time.

##### **6.2 Sick Leave Bank**

###### **A. Purpose**

The Franklin School Educational Support Professional Sick Bank will enable all Educational Support Professionals and Licensed Practical Nurses (LPNs) covered by the contract between the Franklin School Educational Support Professional's Association and the Franklin School Committee to voluntarily contribute one (1) day per year of their accumulated sick days for use by a participating member whose sick leave is exhausted through prolonged illness.

###### **B. Membership**

At the time of hire, the employee will be provided with a Sick Bank application form. The employee must elect to either join or not join the Bank within thirty (30) days of their date of hire. If the application form is not returned within this time frame the employee will be considered as having declined membership. Membership will become effective as of the date the employee becomes eligible per Number 2 below. Once enrolled in the Bank, membership is continuous.

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### Education Support Professional Unit

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Any new member must join by contributing one sick day. No other days will be contributed unless the bank falls below 150 days and then all members will be assessed one day.

#### B. General Provisions

1. The Sick Bank will be used only when an Educational Support Professional is prevented from working because of sickness or injury and when this disability is of a prolonged nature, that is, ten (10) consecutive working days or more.
2. Educational Support Professionals starting after August 21, 2007 must complete 1 full school year to be eligible for the Sick Leave Bank. An ESP whose employment begins prior to October 15th of their first school year shall be considered to have worked a full school year at the beginning of the following school year for purposes of joining the sick bank. In all cases, to be eligible for Sick Bank days, the applicant must have accumulated, at the beginning of the prolonged illness, at least twenty (20) percent of the maximum accumulated sick leave available to the Educational Support Professional since their permanent full-time employment or at least twenty (20) percent of the maximum accumulated sick leave available to the Educational Support Professional since their last prolonged illness.
3. A doctor's certificate, along with a **Sick Bank Request Form** shall be required as consideration for benefits under the Sick Bank plan.
4. The Sick Bank will cover prolonged illness only after the applicant's accumulated sick days have been exhausted
5. Total benefits given under this Sick Bank plan shall not exceed the total number of days available in the Bank. Members of the Sick Bank plan shall be eligible to receive the use of 35 sick days from the Sick Bank assuming there are enough days accumulated in the Sick Bank.
6. Educational Support Professionals using the benefits of the Sick Leave Bank must sign a Sick Leave Bank Agreement in which they state their intent to return to service immediately after the prolonged illness for a minimum of at least the length of the leave and to meet all terms of the regulations. Default of this signed agreement would result in refunding the Town of Franklin School Department the full amount of the salary received while covered by sick leave from the Sick Bank. Any change in the agreement must have prior approval by the Sick Leave Bank Committee.
7. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of two members designated by the Association and two members designated by the School Committee in addition to the Human Resource Director as a non-voting member.
8. Any end-of-year balance in the Sick Bank will be carried forward to the next year, not to exceed 150 days in the Bank.

## ARTICLE VII

### Leaves of Absence

#### Article 7.1 FMLA Leave

All eligible members of the bargaining unit shall be eligible for unpaid leaves of absence in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). FMLA currently includes leaves of up to 12 weeks per year for:

- The birth of a child and in order to care for the newborn;
- The adoption or placement of a child for foster care with the employee;
- To care for a child, spouse, or parent with a serious health condition;
- Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of their position.

All full time bargaining unit members shall presumptively be considered to have met the 1250 hour eligibility threshold on an annual basis. In the case of a part-time employee, the district shall bear the burden to establish the employee did not meet the 1250 hour eligibility threshold.

For leave related to the birth or placement of a child, the employee must provide at least two weeks' written notice before their anticipated date of departure and include an intended date of return.

FMLA leave will be processed in accordance with the District's FMLA policy.

**Article 7.2 Use of Paid Sick Time**

The illness, or disability, resulting from pregnancy will be handled as it pertains to sick pay in the same manner as any other illness or disability, that is,

1. An employee who has been certified as disabled by their health care provider may utilize paid sick time for the period of disability.
2. The Educational Support Professional must be in a paid working status at the time of their illness or disability in order to qualify for sick pay.
3. The length of time that Educational Support Professional can collect sick pay is restricted to their accumulated sick days plus sick bank days per Article 6.2.
4. Sick pay shall be allowed only for days Educational Support Professional would normally be working during the regular school year.
5. As in all long term illnesses, the Educational Support Professional must present a medical certificate from a regularly licensed and practicing physician to the Superintendent indicating the specific diagnosis of the medical condition which prevents the Educational Support Professional from continuing their duties and that this certificate indicates the date on which this illness or disability began or will begin.
6. As in all cases of absences because of illness, the Superintendent may require the Educational Support Professional to produce a medical certificate of disability from a regularly licensed and practicing physician when circumstances warrant suspected abuse.
7. An Educational Support Professional who becomes pregnant shall notify the Principal as soon as practicable in order that appropriate replacement arrangements may be made.
8. Educational Support Professionals desirous of returning after the conclusion of their FMLA leave shall give written notice to the Superintendent before leaving and shall indicate before leaving the anticipated time of return. If an Educational Support Professional returns within the same school year, or the beginning of the next school year, he/she shall be assigned to the same position at the beginning of the next school year he/she had at the time said leave commenced, provided the position has not been eliminated, or if so, a substantially equivalent position, if available.

Appropriate medical evidence shall be required prior to return from FMLA leave.

**Article 7.3 Clarification**

As a matter of clarification, if an Educational Support Professional begins a leave without pay prior to the date of the Educational Support Professional's illness or disability, then the Educational Support Professional would not be entitled to use sick pay when the Educational Support Professional does, in fact, become ill or disabled during this leave without pay; except that, an Educational Support Professional would be entitled to use accumulated sick leave if the Educational Support Professional becomes temporarily disabled, as certified by the Educational Support Professional's health care provider, while on an unpaid Leave of Absence by reason of the same pregnancy for which the Educational Support Professional had been granted the leave in the first instance. However, an Educational Support Professional on an unpaid Leave of Absence would not be eligible for sick leave for either a subsequent or a non-pregnancy related illness occurring while on leave. Also, leave without pay because of illness or accident, maternity or otherwise, will commence no later than the first day the Educational Support Professional is unable to teach and thus begins receiving sick pay.



#### **7.4 Bereavement Leave**

In case of death in the immediate family of any Educational Support Professional, said Educational Support Professional may be absent to attend memorial or funeral services up to five (5) calendar days, commencing with the day after the death. The immediate family shall include father, mother, sister, brother, wife, husband, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent and grandchild. In the event that a memorial service for a family member is deferred or that travel out of the New England Region is required, deferral of bereavement leave may be granted at the discretion of the Superintendent of Schools providing the Educational Support Professional has not used the five (5) bereavement days. At the Superintendent's discretion, one day may be allowed to attend the funeral(s) of other member(s) of the family or a close personal friend, with supporting documentation. All requests for bereavement shall be made in writing to the Superintendent of Schools.

#### **7.5 Jury Leave**

In the event an Educational Support Professional is summoned to serve on jury duty during the school year, the Educational Support Professional shall within five (5) calendar days of receipt of the court's summons, so inform their immediate supervisor, the Principal of their school and the Superintendent. Should the courts not excuse the Educational Support Professional from serving or allow deferral of jury duty, the Committee agrees to pay an Educational Support Professional the difference between their daily rate of compensation and the compensation paid the Educational Support Professional by the courts including expenses.

#### **7.6 Personal Days**

Personal leave time totaling two (2) days per school year with pay will be granted to each employee for the purpose of conducting urgent personal business which cannot be handled outside the regular work day. At the discretion of the Superintendent, a third day may be granted but without pay. Personal leave will be approved at the discretion of the building Principal whose discretion shall not be unreasonably exercised. A minimum of twenty-four hours' notice will be given except in cases of emergency.

Personal days shall not be taken for recreational and/or leisure activities, and shall be non-cumulative, and may not be taken the day before or the day after a school vacation or holiday.

#### **7.7 Religious Observance**

Employees shall be paid for one (1) day per year in order to comply with the practices of their religious beliefs.

#### **7.8 Personal Leave of Absence**

1. Subject to the conditions set forth in this article, a leave of absence without pay will be granted to bargaining unit members. Any subsequent leave requests may be granted.
2. To be eligible, an employee must have four (4) or more years of seniority at the time of application.
3. All leaves will be for a period of one (1) year commencing on the 1st day of the school year.
4. The leave will not break seniority, but time spent on an unpaid leave will not count towards seniority accrual.
5. Employees may continue group health insurance at the applicable COBRA rate.
6. The employee must notify the Superintendent of Schools of the employee's intent to return on or before March 1. Failure to do so shall be deemed a resignation.

#### **7.9 Temporary Leave**

There are two types of temporary leave:

- 1) Leaves due to a request from administration, defined as principal or central office administrator, that an Educational Support Professional assume another position in the district such as a long term sub for a particular teacher.

In those instances, when an Educational Support Professional is granted a temporary leave for a defined period of time and will be returning to the bargaining unit, the Educational Support Professional will not experience a break in service for seniority nor lose any benefits including any accumulated sick days, personal days,

longevity payments, time towards salary step increments, or other contractual benefits during the temporary leave from the bargaining unit. The employee may access those benefits during the temporary leave.

- 2) Leaves due to request from an Educational Support Professional to assume another position in the district such as one described above or a teaching practicum for a defined period of time.

In those instances when an Educational Support Professional is requesting a temporary leave for a defined period of time to assume another role in the district, the Educational Support Professional will not experience a break in service for seniority but would not accumulate or be able to access personal, sick leave or other previously accrued or contractual benefits during the temporary leave. Educational Support Professional requesting temporary leave for the purpose of participating in a teaching practicum will not simultaneously work as a paid Educational Support Professional during the practicum experience. Additionally, upon return from such leave, the Educational Support Professional is not guaranteed to return to their previous assignment and may be re-assigned in order to cause the least disruption to students. At whatever point the employee returns to the bargaining unit, he/she may access whatever benefits had been accumulated prior to the temporary leave.

#### **7.10 Association Service Leave**

Association members elected as delegates to the Massachusetts Teacher's Association (MTA) Annual Meeting will be granted one (1) professional day to attend said meeting. No more than two (2) members of the Unit may attend said meeting in any given year. Attendance at this meeting will not be considered an absence.

#### **7.11 Snow Delay/Emergency Situations:**

In the event of an emergency in which there is a delay or release of school, the Educational Support Professional will respond according to the emergency and the directives of the Superintendent. They will arrive or leave the school as directed and will be compensated for a six (6) hour day.

### **ARTICLE VIII**

#### **Seniority**

##### **8.1 Seniority**

Seniority means an employee's length of continuous uninterrupted service in months and days, commencing with the first date of employment (not hiring) as an Educational Support Professional in a paid basis in the Franklin Public Schools. A seniority list will be posted on the District's intranet by October 31<sup>st</sup> of each year and an updated list will be posted on June 1<sup>st</sup> of each year. Challenges to the list must be made in writing to the Director of Human Resources no later than 30 days after the publication of such list. Notification of changes will be sent to the President of the Franklin Educational Association indicating the list is updated when changes occur.

The time spent on any unpaid portion of maternity leave or any other unpaid leave, unless covered by Article 7.9, Item 1, which may be approved by the Superintendent, in their complete discretion, shall not be counted in the computation of seniority, vacation, sick leave, or any other economic benefits of the Contract.

### **ARTICLE IX**

#### **Reduction In Force**

##### **9.1 Reduction In Work Force**

Should it be necessary to lay off one or more Educational Support Professional, seniority and classification will cumulatively serve as considerations. For purposes of this provision, Licensed Practical Nurse, (LPN) positions will be considered a separate job classification.

##### **9.2 Recall Provision**

Employees laid off under this Article will be considered for recall in the inverse order of their lay-off during a period of one (1) year from the effective date of the lay-off.

### **9.3 Continuation of Insurance Benefits**

Employees on leave pursuant to this lay-off policy may continue group health insurance during said recall period at the applicable COBRA rate.

## **ARTICLE X**

### **Grievance and Arbitration**

#### **10.1 Definition**

A grievance is defined as a complaint or dispute between the parties involving the meaning, interpretation or application of this Agreement.

#### **10.2 Purpose**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

#### **10.3 Grievance Procedure**

An employee may present the grievance to the Committee and have such grievance heard without intervention by the Association provided the Association is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of an agreement then in effect between the Committee and the Association.

**Level One-** The employee with a grievance will first discuss it with their Principal or immediate supervisor with the object of resolving the matter informally. A representative of the Association may be present. The grievance must be submitted within thirty (30) school days from the date of occurrence of the grievance or the date of first knowledge of the grievance by any party affected by it.

**Level Two -** If, at the end of five (5) school days next following the meeting with the Principal or immediate supervisor, the grievance is not disposed of to the employee's and/or Association's satisfaction, the employee and/or the Association may submit the matter, in writing, to the Superintendent within five (5) school days. The Superintendent, within eight (8) school days of receipt of the written grievance, shall meet with the aggrieved employee and/or the Association in an effort to resolve the matter. The Superintendent will respond in writing, to the aggrieved employee and/or Association within five (5) school days following the meeting.

**Level Three-** If the grievance is still unresolved, the employee and/or Association shall present the grievance, in writing, to the School Committee within five (5) school days following the written response of the Superintendent.

The School Committee, at the next regular School Committee meeting, after receipt at a regular meeting of the written grievance, shall meet with the aggrieved employee and representatives of the Association in an effort to resolve the matter.

**Level Four-** If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may, by giving written notice to the Committee within ten (10) school days following the receipt of the School Committee disposition, submit the grievance to the American Arbitration Association for disposition in accordance with the applicable Rules of the American Arbitration Association, provided, however, no grievance shall be submitted to arbitration that:

1. Involves a matter that is outside the scope of the terms of this Agreement;
2. Involves a matter that could not as a matter of law be effectuated by the School Committee;
3. Involves a matter that was a proposal in negotiations but not included in the express terms of the Agreement;
4. Involves a matter that has not been presented in a timely fashion in accordance with the time limitations set forth herein.

**10.4 Common Grievance**

A grievance common to a group of Educational Support Professionals may be initiated at Level Two within the same thirty-day (30) time limit as defined above under Level One.

The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitrator shall be borne equally by the parties. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Franklin for any employee involved in presenting such grievance.

**ARTICLE XI**  
**Travel Reimbursement**

**11.1 Travel**

A travel reimbursement for authorized school business shall be maintained at the current rate for the Town of Franklin.

**ARTICLE XII**  
**Separability of Agreement**

**12.1 Invalidity**

If any provisions of this Agreement shall be found contrary to law, then such provisions shall be deemed invalid, but all other provisions shall remain in full force and effect.

**ARTICLE XIII**

**13.1 Vacations**

Effective July 1, 2014 this benefit is eliminated for all Educational Support Professionals.

**ARTICLE XIV**

**14.1 Negotiations**

**Three -Year Contract**

This Agreement shall commence on July 1, 2020 and extend through June 30, 2023. Either party wishing to modify or amend this Agreement after June 30, 2023, shall so inform the other party in writing on or before November 1, 2022. Otherwise this Agreement shall continue each year thereafter unless written notice is sent on or before the first of November of each year thereafter.

**ARTICLE XV**  
**Workers' Compensation**

**15.1**

An employee who is incapacitated by reason of injury sustained in the course of, and arising out of their employment by the School Committee, may elect to receive from their accumulated sick leave the difference between their normal work week compensation and the weekly indemnity of the Workmen's Compensation Act, beginning the first day of incapacity. Likewise, an employee who is entitled to collect a weekly indemnity under the Workmen's Compensation Act because of an employment-related injury may, at their option, elect to defer payment of all or part of their due sick leave for the period of their incapacity.

**15.2 Legal Expenses**

The Committee agrees to comply in full with the provisions of G. L. Chapter 258 and to this end will provide sums of reasonable legal expenses.

**ARTICLE XVI**  
**Miscellaneous Benefits**

**16.1 Dues Deduction**

The School Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Franklin all payroll deductions for the payment of dues to the Association duly authorized by the employee in writing that are covered by this Agreement.

**16.2 Copy of Agreement**

Copies of the final, edited agreement approved by the Franklin School Committee and the Franklin Education Support Professional Unit will be available to each Educational Support Professional through the District's Intranet.

**16.3 Direct Deposit/Employee Self-Service Module**

All employees will be subject to enrolling in the Town's Payroll Direct Deposit Program. In addition, all employees will access their paycheck stub information via the Town's electronic Employee Self-Service Module.

**ARTICLE XVII**  
**Salaries**

**17.1 Salaries**

	<i><b>2020-2021</b></i>	<i><b>2021-2022</b></i>	<i><b>2022-2023</b></i>
<i><b>All ESPs</b></i>	<i><b>19.76</b></i>	<i><b>19.96</b></i>	<i><b>20.36</b></i>
<i><b>All LPN's</b></i>	<i><b>26.20</b></i>	<i><b>26.46</b></i>	<i><b>26.99</b></i>

**17.2 Longevity Payments**

Effective July 1, 2014 this benefit is eliminated. However, those members with sixteen (16) or more years of service as of July 1, 2014 will be grandfathered under this section and will continue to be eligible for the longevity benefits set forth below:

<b>Length of Service</b>	<b>Payment</b>
At completion of sixteen (16) years through year nineteen (19)	\$1,200
At completion of twenty (20) or more years	\$1,400

Longevity payments shall be in a lump sum payable on an employee's anniversary date.

All longevity payments for those employees retiring in June will be pro-rated based upon the date of their last anniversary date.

**Part-Timers**

Longevity for all part-time Educational Support Professional will be pro-rated based upon their full-time equivalent.

**ARTICLE XVIII**  
**Job Postings**

**18.1**

Job postings are available to all staff via the district's intranet.

**ARTICLE XIX**  
**Evaluation Process**

Educational Support Professionals

Performance Evaluation

Process & Guidelines

All Educational Support Professionals are to be evaluated yearly for the first three (3) years of employment. All Educational Support Professionals who have been employed for more than three (3) years are to be evaluated every other year, unless additional evaluations are deemed necessary by the school principal. While evaluation is an ongoing process throughout the school year, the formal evaluation will take place anytime between March and May of the school year, using the instrument attached as Appendix A. The school principal will initiate and conduct the evaluation with input from any necessary personnel.

PURPOSE: The evaluation should consist of:

- A review and evaluation of the Educational Support Professional's performance in relation to the specific job description and any improvement goals previously established.
- A collaborative conversation during which the Educational Support Professional and Evaluator discuss the employee's strengths and review those areas where further development, growth, and/or improvement is needed.

DIRECTIONS:

- The evaluation should be completed, signed by the evaluator, and delivered to the Educational Support Professional no later than June 1 of each evaluation year.
- The evaluator should schedule a meeting with the Educational Support Professional to review the evaluation and will notify the Educational Support Professional of the meeting at least five (5) school working days in advance of the meeting.
- The Educational Support Professional will have five (5) school working days after the meeting to make written comments about the evaluation, sign, and return it to the evaluator.
- If a rating is in the Needs Improvement or Unsatisfactory range, the "Comments" section of the evaluation instrument must be completed, citing examples and evidence which support the principal's rating.
- For any performance requiring improvement there must be an action plan outlined for improvement. The evaluator and Educational Support Professional will jointly establish improvement objectives and action plans, along with target dates for improvement. The expectation(s), a reasonable timeline for meeting the expectations, along with the means, should be clearly identified in the action plan.

- The evaluator will submit a signed copy of the evaluation to the Director of Student Services no later than the last day of school.



**Appendix A**

**Franklin Public School District  
Educational Support Professional Evaluation**

ESP: \_\_\_\_\_ Date: \_\_\_\_\_ School: \_\_\_\_\_ Years of Service: \_\_\_\_\_

**Definition of Ratings:**

Exemplary	Proficient	Needs Improvement *	Unsatisfactory *
The “exceeds standard” level is reserved for truly exceptional performance that serves as a model of practice for the standard or overall. The ESP takes the initiative to go above and beyond the expected level.	Independently and effectively performs assigned duties at an expected level.	The “needs improvement” level is indicative of performance that requires change to reach the expected level of performance.	This rating denotes unacceptable performance.

\*Written comments must be submitted for any area marked “Needs Improvement” and/or “Unsatisfactory”

**Interactions with Students:**

Exemplary	Proficient	Proficient Defined	Needs Improvement	Unsatisfactory
		Treats students in pleasant, positive manner.		
		Treats students impartially yet is aware of individual needs.		
		Listens to and communicates with students respectfully.		
		Displays fairness and patience when working with students.		
		Motivates and engages student in instruction.		
		Fosters student independence.		

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**Instruction and Student Support:**

Exemplary	Proficient	Proficient Defined	Needs Improvement	Unsatisfactory
		Reinforces specific taught skills and strategies with individual students.		
		Reinforces teacher instructional strategies and techniques.		
		Reinforces teacher reading, writing, math, and other concepts and skills.		
		Implements student's IEP and/or other individualized learning plan/services.		
		Recognizes when to give help, and when to encourage self-help and problem-solving skills.		
		Prepares and organizes materials and instructional space to manage behavior and support learning.		
		Reinforces school expectations, uses a positive approach in behavior management, using behavior management strategies and emphasizing redirection to promote independence.		

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		Implements behavior plans as written and/or directed including data collection.		
		Follows individualized instructions related to academic assessment and data collection.		
		Demonstrates appropriate use of materials and equipment for students, including, but not limited to, assistive and instructional technology.		
		Follows written and/or directed individualized instructions including, but not limited to, life skills, hygiene, toileting/ daily living, AT, PECS, and parallel/alternative curriculum as written or directed.		

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**Assisting in the Classroom:**

Exemplary	Proficient	Proficient Defined	Needs Improvement	Unsatisfactory
		Helps maintain positive and safe learning environment and standards.		
		Assists teacher(s) as needed to implement academic and/or behavior program.		
		Demonstrates general skills needed to support the teacher in the areas of reading, writing, math, and other concepts that are required in the learning environment.		
		Assists special education staff, classroom, and/or support teachers in implementing lesson plans.		
		Reinforces academic skills presented by the teacher in small groups or in 1:1 setting.		
		Assists with classroom routines and daily schedules to maximize instruction.		
		Actively participates in classroom lessons to support all students.		

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**Work Habits and Behavior:**

Exemplary	Proficient	Proficient Defined	Needs Improvement	Unsatisfactory
		Follows the Franklin School District dress guidelines.		
		Complies with assigned working schedule.		
		Maintains professional responsibility with attendance record and punctuality.		
		Follows school policy for absences or tardiness by reporting at earliest opportunity.		

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**Education Support Professional Unit**

		Utilizes tact and restraint when dealing with difficult situations..		
		Demonstrates organizational skills related to job performance.		
		Demonstrates adaptability and flexibility in work situations.		
		Demonstrates professional self-advocacy skills and seeks help as needed.		
		Able to reflect upon one's own personal strengths and preferences.		
		Engages in mutual problem-solving discussions to support student success.		
		Professionally demonstrates willingness to accept suggestions and/or direction in the performance of tasks.		
		Functions in a manner that serves as a role model to students in one's choice and actions.		

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**Work Relationships:**

Exemplary	Proficient	Proficient Defined	Needs Improvement	Unsatisfactory
		Collaborates effectively as a team member to support student/classroom learning and activities.		
		Communicates and works effectively with colleagues in the form of both written and verbal communication.		
		Communicates and works effectively with administration in the form of both written and verbal communication.		
		Demonstrates courtesy and helpful behavior.		

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**Contribution to School Environment:**

Exemplary	Proficient	Proficient Defined	Needs Improvement	Unsatisfactory
		Participates in meetings and professional development activities, as required.		
		Maintains confidentiality in all settings relating to student and staff issues.		
		Adheres to and demonstrates knowledge of classroom, school, and district policies and procedures in maintaining a safe, healthy learning environment.		
		Maintains professional boundaries with parents/guardians including, but not limited to home communication books, in person meetings, social media, and/or written or verbal communications in and out of school.		

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**Education Support Professional Unit**

		Maintain professional boundaries with students including, but not limited to in person, social media, and/or written or verbal meetings and/or communications in and out of school.		
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**Overall Comments:**

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**Note to Staff Member:** This report was prepared and discussed with you to keep you informed of your supervisor's appraisal of your work. We ask you to sign this form which indicates that you have read it, though you may or may not agree with the content, and that you understand what it says. The space below is provided for any written comments that you may wish to make. You may respond in more detail if you wish and the response will be attached to this form.

**Signature of Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee's Comments:**

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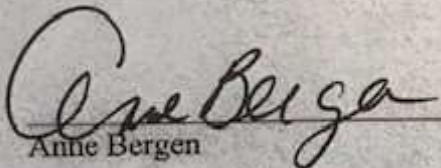
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Original copy of this report is to be filed in employee's personnel file. One copy must be given to the employee.

**Contract of Employment**  
**Education Support Professional Unit**

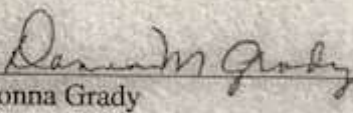
Signed by the duly authorized bargaining representatives on the dates set forth below:

**FRANKLIN SCHOOL COMMITTEE**

By:   
Anne Bergen

Date: 8/11/2020

**FRANKLIN EDUCATION  
ASSOCIATION, EDUCATION  
SUPPORT PROFESSIONAL UNIT**

By:   
Donna Grady

Date: 8/4/2020