

MASTER CONTRACTUAL AGREEMENT

between  
the

BARRE EDUCATION ASSOCIATION BARRE

TOWN PARA-EDUCATOR ASSOCIATION

and the

BARRE SUPERVISORY UNION BOARD

BARRE CITY SCHOOL BOARD

SPAULDING HIGH SCHOOL UNION BOARD

BARRE TOWN BOARD OF SCHOOL DIRECTORS

2018 – 2019

## TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	RIGHTS OF THE BOARD	1
ARTICLE III	ASSOCIATION SECURITY	1
ARTICLE IV	EMPLOYMENT RIGHTS	3
ARTICLE V	GRIEVANCE	5
ARTICLE VI	VACANCIES/REASSIGNMENTS/ VOLUNTARY TRANSFER	8
ARTICLE VII	WORK WEEK/WORK YEAR	10
ARTICLE VIII	INSURANCE	11
ARTICLE IX	LEAVES	15
ARTICLE X	RATES OF PAY/COMPENSATION	17
ARTICLE XI	GENERAL	19
ARTICLE XII	NO STRIKE CLAUSE	20
ARTICLE XIII	DURATION	21
ARTICLE XIV	ASSOCIATION-BOARD COMMITTEE	21
APPENDIX A	PARA-EDUCATOR HIRING GUIDE	22
	DISCLAIMER / SIGNATURES	23

This agreement is made and entered into by and between the Barre Town ParaEducator Association and the Barre Education Association, (hereinafter referred to as the “Associations”) and the School Boards of the Barre Supervisory Union, Barre Town School District, the Barre City School District, and Spaulding High School Union District (hereinafter referred to as the “Boards”).

## ARTICLE I RECOGNITION

- 1.1 The Boards recognize the Associations as the sole and exclusive representative for the purpose of collective bargaining, pursuant to Title 21, Section 1721-1734 of the Vermont Statutes Annotated, of Associations consisting of all Para-Educators employed by all the Boards.
- 1.2 Unless otherwise indicated, the employees in the above Associations will be hereinafter referred to as “Para-Educators” or “employee(s)”.

## ARTICLE II RIGHTS OF THE BOARDS

- 2.1 In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education in, and the efficient and economical operation of the Barre Supervisory Union, it is herein agreed that, except as specifically and directly modified by express language in a specific provision of this contract, and subject to all non-delegable and fiduciary responsibilities as mandated from time to time by Vermont and federal law, the Employer retains all rights and powers that it has, or may hereafter be granted by law.
- 2.2 The Board(s) exercise of any management right or function in a particular manner shall not preclude the Board(s) from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Board(s) failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

## ARTICLE III ASSOCIATION SECURITY

- 3.1 The Boards hereby agree that every Para-Educator has the right to organize, join, and support the Association and its affiliates for the purpose of engaging in collective bargaining and other activities for mutual benefit. The Boards agree that they shall not

directly or indirectly discourage or deprive or coerce any Para-Educator in the enjoyment of any rights conferred under Chapter 20 of the Vermont Statutes Annotated, the Constitution of Vermont and the United States, that they shall not discriminate against any Para-Educator 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 activities of the Association and its affiliates, collective bargaining with the Boards or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to, any terms or conditions of employment.

- 3.2 No Para-Educator who has completed his/her probationary period will be disciplined, suspended or terminated arbitrarily and/or without procedural due process or without just cause.
- 3.3 Every newly employed Para-Educator shall serve a probationary period of forty-five (45) working days. For the purpose of this Agreement, a newly employed Para-Educator is a person with no previous employment as a Para-Educator with the Barre Supervisory Union, or a person rehired as a Para-Educator after termination for any reason except illness, accident, leave of absence, or layoff is reemployed within eighteen (18) months from the July 1 following date of layoff. It is understood and agreed that during the probationary period, a Para-Educator will not be covered by the provisions of this contract.
- 3.4 Whenever a Para-Educator is required to meet with any Supervisor or Administrator on a matter pertaining to discipline, reprimand, suspension or termination of employment, the Para-Educator shall be given prior written notice, if possible, of such appearance with the reason(s) for, the date, hour, and place of such meeting. The Para-Educator shall be entitled to have representation of the Association present at such meeting.
- 3.5 Upon receipt of a validly executed authorization form, the Board(s) agrees to deduct from the wages of the Para-Educator covered by this Agreement those dues so authorized by the Barre Town Para-Educator Association and Barre Education Association as said Para-Educator voluntarily authorizes the Board to deduct. Dues deduction authorization shall be continuous from year to year in accordance with a validly executed authorization form. Such deductions shall be made in substantially equivalent amounts. To qualify for such dues deduction, a Para-Educator must submit an authorization form to the Superintendent. The monies, with a record of dues deduction, shall be transmitted to the treasurer of the Association according to a schedule agreed to by the parties. Should federal and/or Vermont Statute require Para-Educators who do not elect to become members of the Association to pay a Fair Share/Agency Fee, the Boards agree to deduct from the salaries of those Para-Educators agency fees as said Para-Educators individually and voluntarily authorize the Boards to deduct. When a new Para-Educator is hired, the board will provide that new Para-Educator's name to the Association within writing within thirty (30) days of the date of hire, in accordance to 11.6. Should federal and/or Vermont Statute cease to require Para-Educators who do not elect to become members of the Association to pay a Fair Share/Agency Fee, the Boards agree to cease deductions of agency fees upon receipt of a written request to do so from a Para-Educator. Should a

Para-Educator cease payroll deductions for Association or Fair Share/Agency Fee membership, the Board will provide that Para-Educator's name to the Association in writing within thirty (30) days of notification to cease deductions.

- 3.6 No material derogatory to a Para-Educator's conduct, service, character or personality, except personal pre-employment references relating to employment in the Barre Supervisory Union will be placed in his/her personnel file without just cause or without the Para-Educator having an opportunity to review such material.

The Para-Educator will acknowledge that he/she has had a chance to review such material by affixing his/her signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof.

The Para-Educator will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent or his/her designee, and attached to the file copy.

#### ARTICLE IV EMPLOYMENT RIGHTS

- 4.1 The Barre Town Para-Educator Association and Barre Education Association will be notified of the anticipated and budgeted Para-Educator positions by April 1 or within thirty (30) days of the date the budget passes; a portion of these positions may be contingent for needs that may develop after the initial issuance of contract letters. Contract letters for known positions shall be sent to Para-Educators no later than May 1st and shall be returned to the Office of the Superintendent no later than May 16th, or the first regularly scheduled school day following May 16th if the 16th is not a scheduled school day. The provisions of Article 4.3 shall prevail with respect to reduction in force. The final date for return of contracts is fifteen (15) calendar days from the date of issuance.
- 4.2 The Associations and those affected Para-Educators will be informed of any reduction of Para-Educator positions resulting from managerial prerogative, notwithstanding the provisions of Article 4.1 of this Agreement, with a minimum of two (2) weeks notice.
- 4.3 If turnover and attrition fails to adequately reduce the staff, Para-Educators shall be laid off in reverse order of seniority within each building (BT/BC/SHS/CVCC), provided the remaining Para-Educators are qualified, as determined by the administration, to perform the duties required of the remaining position(s). Before determining whether the remaining employees are qualified to perform the duties of the available jobs, the administration will consult with the teacher(s) most directly involved with the remaining positions.
- 4.4 Para-Educators will accrue seniority within individual building units (Spaulding High

School, Central Vermont Career Center, Barre City Elementary and Middle School, Barre Town Middle and Elementary School) and within the classifications as provided in 4.3. Seniority will be computed from the beginning of the ParaEducator's most recent period of continuous employment and will begin to accrue as of that date. Seniority will not be broken by unpaid leaves of absence; but such time will not be counted in computing seniority. When seniority is equal, ability to perform the work will be the deciding factor. A Para-Educator who has worked in one classification and then changes classification will maintain accrued seniority separately within each classification that she/he has worked. A Para-Educator who changes buildings to fill a vacant position will retain all previously accrued seniority separately within the corresponding classifications in the new building.

- 4.5 If there is a vacancy in a Para-Educator classification as outlined in Section 4.3, Para-Educators who were laid off from that classification will be recalled in reverse order of layoff. A laid off Para-Educator shall retain job recall rights for eighteen (18) months following the effective date of layoff provided, he/she maintains an active employment file with the Superintendent's Office. A Para-Educator who is recalled from a layoff will retain all benefits accrued at the time of layoff. Laid off Para-Educators will be guaranteed an interview for vacancies which occur in different classifications. A Para-Educator may refuse recall to a position in a different classification and continue on the recall list. Said refusal shall not alter a Para-Educator's recall rights. A Para-Educator who is recalled from a layoff will retain all sick leave benefits and retain his/her wage schedule placement at the time of layoff.
- 4.6 A laid off Para-Educator who has been recalled to fill a position must accept the position by notifying the administration within ten (10) calendar days of the written recall notice, and he/she must be available to occupy the position within fourteen (14) calendar days of the original written recall notice. If the recalled Para-Educator accepts the position and fails, without just cause, to report for work within the fourteen (14) calendar days, he/she shall forfeit all recall rights. Non-acceptance of a position by a Para-Educator on the recall list shall not diminish his/her recall rights under this Article. The time limits set forth in this section, 4.6, may be extended at the discretion of the administration.
- 4.7 No Para-Educator shall be laid off under the provision of this Agreement if the reduction can be accomplished through attrition.
- 4.8 Vacancies, which are not filled in accordance with Article IV of this Agreement, shall be processed in accordance with Article VI, vacancies and/or reassignments, of the Agreement.
- 4.9 Members of the bargaining unit shall have proper training, as a part of their employment, if asked to work with students who have a history of physical behaviors/aggression or are on behavior plans. This is to protect the safety of both the Para Educators and the students.

ARTICLE IV  
GRIEVANCE PROCEDURE

5.1 Definitions

A. A "grievance" is a claim by a para-educator or para-educator (s), and the Association or both Associations that there has been a violation, a misinterpretation, or a misapplication of the terms of this Agreement, or a violation of the right to fair treatment with regards to the application of the provisions of this Agreement. However, only a grievance that alleges a violation of the written provisions of this agreement may be advanced to arbitration.

B. An aggrieved person is the person or persons or Association(s) making the claim.

C. Time Limits: All time limits consist of school days during the school year. Time limits during the summer vacation consist of workdays, Monday through Friday.

D. Association Representation: Upon selection and certification by each Association, the corresponding Board will recognize an Association grievance officer or committee. At least one Association representative may, at the option of the Association, be present for any meeting, hearing, appeals or other proceedings relating to a grievance which has been formally presented. The Association must notify the administrator involved, in writing, of its intent to be present or not be present at any such proceeding. Nothing herein contained will be construed as limiting the right of any para-educator having a grievance to discuss the matter informally with his/her supervisor, and having the grievance addressed without intervention of the Association, provided the Association has been notified and any resolution is not inconsistent with the terms of this Agreement.

E. The grievant shall, at all steps in the formal grievance procedure, be entitled to be represented by the Association or by such other representative as he/she may choose, except that at no time shall the grievant be represented by an administrative official of the school district. Nothing herein shall be construed to interfere with the Association's right and responsibility to ensure compliance with this agreement.

5.2 Procedure

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

Step 1 The Association shall present the grievance, in writing, setting forth the problem(s) being grieved, citing any alleged contract violation, and stating the redress sought, to the school Principal, who will arrange to meet within seven (7) days with the parties. The Association's representative, the aggrieved para-educator, and the Principal

(all with or without representation) shall be present for the meeting. The Principal shall provide to the grievant and the Association a written decision within seven (7) days after such meeting, setting forth the reasons for the decision. No grievance will be given formal consideration unless it is filed at Step 1 within twenty-eight (28) days after the grievant had knowledge of the occurrence that gave rise to the grievance.

Step 2 If the grievance is not resolved at Step 1 or if a Step 1 time limit expires without the issuance of the Principal's written decision, then the Association may refer the grievance to the Superintendent or official designee within seven (7) days after the Step 1 decision was due or received. The Superintendent shall arrange for a meeting with the grievance representative(s) of the Association and the aggrieved para-educator(s) to take place within fourteen (14) days of the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to establish facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have seven (7) days in which to provide his/her written decision to the respective parties to the grievance.

Step 3 If the grievance is not resolved at Step 2 or if a Step 2 time limit expires without the issuance of the Superintendent's written decision, the Association may refer the grievance to the governing School Board or Boards within fourteen (14) days after the Step 2 decision was due or received. The Board shall arrange for a meeting within fourteen (14) days after the 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 completion of the meeting, the School Board will provide a written decision to the Association within fourteen (14) days.

Step 4 Arbitration - If the grievance is not resolved at Step 3, or the Step 3 time limits expire without the issuance of the School Board's written answer, then the Association on behalf of the grievant may submit the grievance to arbitration. If a demand for arbitration is not filed with the Superintendent of Schools within twenty- one (21) days of the date that the School Board's Step 3 decision was due or received, then the grievance will be deemed to be withdrawn. The Association or its representative and the Board or its representative shall seek to mutually agree upon the person of an arbitrator. If agreement cannot be reached within ten (10) days, the Association may refer the matter to the American Arbitration Association (AAA) under their Voluntary Labor Arbitration Rules. Referral to the AAA must occur no later than twenty-one (21) days from the date of the demand for arbitration.

- 5.3 During the period of time when arbitration is taking place, neither the Board(s), the grievant, or the Association(s) shall unilaterally issue any public statement concerning the matter under arbitration. The decision of the arbitrator shall be final and binding upon the parties.
- 5.4 Neither the Boards nor the Associations will be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party.



- 5.5 The arbitrator shall have no power to alter the terms of this Agreement.
- 5.6 Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full costs for the transcript. Should both parties order a transcript, then the cost of the two transcripts will be divided equally between the parties.
- 5.7 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no para-educator shall be required to discuss any grievance if the Association's representative is not present.
- 5.8 Provided the Association and Superintendent agree in writing, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving an administrator above the school Principal level may be filed by the Association at Step 2.
- 5.9 No reprisals of any kind will be taken by the Board(s), the administration or the Association(s) against any para-educator because of his/her participation in this grievance procedure.
- 5.10 The Board(s), administration, and Association(s) will cooperate with one another in their investigation of any grievance, and further, will furnish one another with such information as is required for the processing of any grievance. Notwithstanding the previous sentence, no grievance shall be processed during assigned working hours unless approved by the administration. If so approved, the grievant, the Association representatives and the witnesses shall be released from duties without loss of pay or benefits. Under no circumstances shall students who are minors be involved in the hearing of, or resolution of, any grievance unless prior written consent from a parent or a guardian is filed with the office of the Superintendent.
- 5.11 All documents, communications and records dealing with the processing of a grievance will be filed. All disagreements, communications and records dealing with processes of a grievance will be filed with all parties involved in the three steps of the grievance procedure. The official record is to be filed in the Superintendent's office. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 5.12 A grievance may be withdrawn at any level without establishing precedent.
- 5.13 Time limits and/or procedures may be changed in the above Article if both sides mutually agree in writing.

ARTICLE VI  
VACANCIES /REASSIGNMENTS /VOLUNTARY TRANSFER

- 6.1 The Administration shall post on a bulletin board in the Administrative Office of the Principal, and also give a copy to the Association President, any Para-Educator vacancies as they become known and prior to public advertisement for applicants.
- 6.2 Upon posting of Para-Educator vacancies, Para-Educators who desire a change in assignment shall notify the Building Administrator and shall file a written application with the Building Administrator within five (5) workdays of the vacancy posting. A copy of the application shall also be filed with the Superintendent and the Association President.
- 6.3 Para-Educators who file a request for change of assignment in accordance with Article 6.1 shall be granted an interview by the interviewing panel. The final selection process shall be the responsibility of the Administration. Provided that the filling of the vacancies and/or reassignment of Para-Educators does not violate the procedures of this article, the action of the Administration shall not be grievable.
- 6.4 Special assignment vacancies, which arise during the school year, shall be posted, applied for, and filled in accordance with 6.1 and 6.2 of this article.
- a. A currently employed Para-Educator who volunteers and is selected as a special assignment shall maintain the right to his/her former position if the special assignment is terminated or the Para-Educator elects not to continue the assignment at any time prior to the beginning of the ensuing year.
  - b. During the period from the beginning of the special assignment to the beginning of the next school year, the Para-Educator's former position will be filled, if needed, on a temporary basis by an individual from outside the bargaining unit. The temporary Para-Educator who is hired shall receive salary and benefits in accordance with the Agreement, but he/she shall not have the right to employment for the next school year, nor will he/she have the right to layoff and recall as provided in Article IV of this Agreement.
  - c. If the special assignment position is terminated or the Para-Educator who accepted the position requests a return to his/her previous assignment prior to the beginning of the next school year, he/she shall be returned to said former assignment with no loss of salary, benefits, or seniority. If, however, the Para-Educator elects to continue the special assignment during the ensuing school year, he/she shall forfeit all rights to his/her former position, but he/she shall retain all seniority and displacement rights provided in this Agreement.
  - d. If the temporary Para-Educator is employed by the district for the ensuing school year without a break in service, he/she shall be covered by the terms of this Agreement and receive seniority retroactive to the commencement of his/her employment.

- e. If a Para-Educator is working with an individual student and that student leaves the district they will be treated as follows:
  - 1. If the Para-Educator is employed in this district for the first time and he/she is in the first year of employment, he/she may be laid off as soon as the individual student leaves. He/She will assume recall rights for the amount of seniority accumulated. If the student leaves at the end of that year, the Para-Educator may be laid off or may bump depending upon seniority status.
  - 2. Any Para-Educator who has been in the district for more than one year will be guaranteed a job for the remainder of the year. The Board has full discretion to place the Para-Educator for the remainder of the year. A Para-Educator in this position may be laid off at the end of the school year or bump another Para-Educator in the same category depending on seniority.

6.5 When necessary to meet the needs of the student body, the Administration may change or modify assignments, including assignments in different schools within the supervisory union. The Administration will give the Association a one-week notice of such changes or modifications. The Administration shall provide any necessary training/support for the Para-Educator to succeed in the new/newly modified position. Procedures in Article 6.2 and Article 4.3 shall be followed to assist the Para-Educator in applying for and accepting such a new/modified position.

6.6 Transition of employment:

- a) Para-Educators transitioned from employment with a member District to employment with the Barre Supervisory Union shall retain their current rate of pay, seniority and or benefits provided under the terms of the negotiated Agreement. Such Para-Educators shall be recognized as members of the bargaining unit represented by their former District of employment.
- b) Should future Vermont Statute require transition of employment from the BSU back to the member districts, the Para-Educators shall retain all rates of pay, seniority and benefits, and employment shall be assumed by the school districts that comprise the BSU.
- c) In the event of a reduction in force among Para-Educator staff during or following the transition to the BSU the provisions of this Agreement pertaining to Reduction In Force shall apply. Para-Educator staff employed by the BSU at the time of any reduction will be considered as a group for the purpose of layoff and recall.
- d) Para-Educator staff hired after the transition to the BSU will be placed on the appropriate step and column of the salary schedule in accordance with the provisions of this Agreement.
- e) Para-Educator staff assigned to work in more than one school on the same day (other than assignments at the Central Vermont Career Center and SHS) shall be allowed a reasonable time between the end of the last assignment in the first school and the beginning of the first assignment in the second school for travel and preparation. Para-Educators will be paid mileage at the current IRS rate for any travel between assignments. This payment will occur after submission of a mileage form to the business office and in a separate check from payroll.

ARTICLE VII  
WORK WEEK/WORK YEAR

- 7.1 Full-time Para-Educators employed by the Board will normally work no less than thirty (30) hours per week, and no less than one hundred and eighty-five (185) days which shall be in concert with the immediate supervisor. If the Board, during the duration of this contract, chooses to alter the number of school days both sides agree to reopen this article only.
- 7.2 Exclusive of the working hours per day, each Para-Educator will have an unpaid duty-free lunch period of not less than thirty (30) minutes, which will occur during the normal school lunch periods.
- 7.3 If a regularly scheduled workday is curtailed for any reason after the Para-Educators have commenced working on such a day, Para-Educators shall receive their regular rate of pay for that day. If the curtailment results in a loss of a school day, the Para-Educator's work year is not reduced.
- 7.4 Para-Educators who, as part of their regular assignment duty or at the request of a teacher or Supervisor, are required to change diapers or sanitary napkins, or assist children with any vital life functions that require privacy, and/or that necessitate physical contact of or near a student's genitalia, will not typically be required to perform said duties alone; rather, another adult employee shall be made available to assist with said duties and/or to serve as a witness to the performance of said duties. However, it is, understood that it may be necessary for a Para-Educator to perform these services without another employee present in order to meet the immediate needs of a student or to deal with an emergency situation, i.e., the Para-Educator may not refuse to perform these duties alone. The conditions noted in this section 7. 4 shall be included in all Para-Educator job descriptions and will be communicated to Para-Educators before they assume their duties.
- 7.5
- a. Para-Educators may be asked to work additional hours and will receive their normal hourly rate for such time. Additional time will be recorded on the Para-Educator's timesheet. Prior approval by a supervisor is required to work additional hours.  
  
Requests for additional time could include attendance at IEP meetings, preparation and training meetings, field trips that extend beyond the regular school day, etc.
  - b. Para-Educators may not be required to work activities that extend beyond their contracted school day.
  - c. Before beginning work each year a Para-Educator will receive an orientation that includes at minimum the following:
    - 1) a daily schedule including when to take lunch
    - 2) a calendar for the year that indicates all work days for the individual Para-

Educator.

- 3) a written job description
- 4) student IEP if applicable

d. In addition newly hired Para-Educators will receive:

- 1) a building orientation
- 2) an orientation to common resources. Examples of these include resource rooms, behavior assistance resources, etc.
- 3) an orientation to building procedures including emergency procedures, privacy rights, notification and reporting requirements, safety procedures, school closing procedure, etc.
- 4) a copy of this Master Contractual Agreement
- 5) a mentor arranged by the Administration and agreed upon by the mentor within five (5) workdays of employment

e. Para-Educators will receive a minimum of twenty-four (24) hours notice prior to being required to attend a field trip.

7.6 Para-Educators will have pertinent staff development training in line with their job duties, planned in advance of training days.

## ARTICLE VIII INSURANCE

8.1 The Board shall offer group health insurance through the four (4) plans (Platinum, Gold, Gold CDHP or Silver) offered by VEHI.

The Boards will contribute an amount of money toward the cost of health insurance premium for each eligible employee participating in one of the group health insurance plans offered by the District through VEHI. The Board's contribution to the cost of an full time eligible employee's health insurance premium will not exceed 90% of the premium cost of the VEHI Gold CDHP Plan for single coverage. The Board contribution to the health insurance premium will be pro-rated for Para-Educators who are regularly scheduled to work at least seventeen and a half (17.5) but less than thirty (30) hours a week. An eligible employee electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of single coverage under the Plan selected by the employee and the amount contributed by the Board. An eligible employee selecting coverage under a less expensive Plan offered by VEHI may apply the Board's premium contribution to the cost of single coverage under the Plan selected in an amount up to but not to exceed the full cost of the annual single coverage premium for the Plan selected. Each eligible employee shall have the option to purchase 2-person, parent/children or family coverage by paying the difference between the Board contribution and the full premium cost for the additional coverage selected.

In addition to the premium contributions referenced above, the Board will establish and maintain a Health Reimbursement Arrangements (HRA) through a third party administrator for full time school year employees who select coverage under any of the Plans offered by VEHI. Employees and the Board will share responsibility for the payment of deductibles, co-payments and/or co-insurance required under each Plan offered by VEHI as follows:

Gold CDHP Plan: Maximum out of pocket (OOP) costs of \$2,500 single coverage, \$5,000 other coverage. Employees are responsible for the first \$400 of OOP costs and the Board will fund the remaining OOP costs up to \$2,100 through a Health Reimbursement Arrangement (“HRA”). In the event an employee elects dependent coverage (two person, parent/child, family) the employee is responsible for the first \$400 of OOP costs, after which the Board will contribute \$2,100 towards OOP costs through an HRA, and the employee will be responsible for any remaining OOP costs required for the level of coverage selected.

The Board will contribute the same dollar amount to an HRA for the Platinum, Gold or Silver CDHP Plan in the same manner as it contributes toward the HRA for the Gold CDHP Plan, as follows:

Platinum Plan: Maximum out of pocket (OOP) costs of \$2,800 single coverage, \$5,600 other coverage. Employees electing single coverage are responsible for the first \$700 of OOP costs required and the Board will fund the remaining OOP costs up to \$2,100. In the event an employee elects dependent coverage (two person, parent/child, family) the employee is responsible for the first \$700 of OOP costs, after which the Board will contribute \$2,100 towards OOP costs through an HRA, and the employee will be responsible for any remaining OOP costs required for the level of coverage selected.

Gold Plan: Maximum out of pocket (OOP) costs of \$3,100 single coverage, \$6,200 other coverage. Employees electing single coverage are responsible for the first \$1,000 of OOP costs required and the Board will fund the remaining OOP costs up to \$2,100. In the event an employee elects dependent coverage (two person, parent/child, family) the employee is responsible for the first \$1,000 of OOP costs, after which the Board will contribute \$2,100 towards OOP costs through an HRA, and the employee will be responsible for any remaining OOP costs required for the level of coverage selected.

Silver Plan: Maximum out of pocket (OOP) costs of \$4,000 single coverage,

\$8,000 other coverage. Employees electing single coverage are responsible for the first \$1,900 of OOP costs required and the Board will fund the remaining OOP costs up to \$2,100. In the event an employee elects dependent coverage (two person, parent/child, family) the employee is responsible for the first \$1,900 of OOP costs, after which the Board will contribute \$2,100 towards OOP costs through an HRA, and the employee will be responsible for any remaining OOP costs required for the level of coverage selected.

Payments for eligible OOP charges incurred will be made automatically to the Provider whenever possible; the District may also issue debit cards to facilitate such payments. In the event the HRA administrator is unable to make payments directly to providers, payments will be made directly to the employees when deemed necessary by the HRA parameters. In that case employees will be responsible for paying the providers directly. Payments to employees will be made electronically; employees will provide the necessary bank information to effectuate electronic payments. For the period July 1, 2018 to December 31, 2018, the parties will continue to follow the Side Letter Agreement (SLA), dated May 15, 2018. For the period January 1, 2019 to June 30, 2019, if, and only if, debit cards cannot be set up to allow an employee to pay only the applicable first dollar out-of-pocket (OOP) costs, with the remainder OOP costs being paid by debit card from the HRA, then employees will have use of an HRA debit card for 100% of the prescription out-of-pocket (OOP) costs at the Gold CDHP established limits of \$1,350 (single plan) and \$2,700 (all other plan levels). The Parties understand and agree that the use of debit cards and automatic payment options are only available in cases where the employee has established a Flexible Spending Account (FSA) under the BSU Flexible Benefits Plan from which payment for the employee's share of OOP payments can be made. The BSU Flexible Benefits Plan document will allow employees to roll over funds in the employee's FSA from one calendar year to the next to the extent allowed by law.

Unspent funds in the HRA will not rollover or accumulate from year to year, but will revert to the Board, subject to a ninety (90) day run out period.

Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible, co-payment or co-insurance expenses required by the Plan selected.

The Board will be responsible for the administrative costs of operating the HRA plans. Any substantive or procedural issue related to the operation or administration of the HRA Plan not addressed herein is left to the discretion of the District.

All employee contributions toward the cost of health insurance premiums shall be by payroll deduction through the Section 125 Plan.

- 8.2 Should a medical insurance policy become available with an alternate insurer, providing equal or improved benefits at a reduced premium cost, the Boards and the Associations, as individual parties or in concert, reserve the right to reopen negotiations regarding the provisions in section 8.1
- 8.3 Should a State or National health insurance program be enacted and become available, the Boards and the Associations, as individual parties or in concert, reserve the right to reopen negotiations regarding the provisions of section 8.1.
- 8.4 In the event that a Para-Educator is laid off, he/she may elect to continue membership in the insurance plan by paying the applicable premiums at the Office of the Superintendent for a period as allowed by the carrier and as prescribed by law. This section is contingent upon the approval of the respective insurer and the timely payment of premiums by the former Para-Educator.
- 8.5 The Boards will provide VEHI Delta Dental Insurance coverage for all Para-Educators at 50% Board contribution, plans A, B, and C. Two-Person or Family coverage may be purchased by the Para-Educator for the difference between the Boards' percent (50%) contribution and the cost of the two-person or family plan.
- 8.6 The Boards shall provide and pay the premium for a term life insurance policy for each Para-Educator in the amount of twenty-five thousand dollars (\$25,000).
- 8.7 For any period of time that a Para-Educator is receiving Workers' Compensation benefits, the Para-Educator shall not be eligible for any other paid leave/disability benefits or health insurance benefits provided by this Agreement.

For Para-Educators who participate in the district health insurance plan, for any period of time that a Para-Educator is receiving Workers' Compensation benefits, the Boards are not obligated to contribute their share of the cost of health insurance premiums. The Para-Educator may elect to pay the Board's share and continue coverage

- 8.8 The school district or SU agrees to provide group long term disability ("LTD") insurance, and the Association agrees to accept any additional benefits included with the disability policy in place, to all Para-Educators who are eligible to receive benefits under the terms of this Agreement. Disability coverage will begin after meeting the eligibility requirements for receiving benefits under the disability plan, including a ninety (90) day elimination period. Disabilities are only those medical conditions as defined as disabilities by the carrier and covered by said insurance policy. The benefit will cover sixty-six percent (66%) of monthly earnings up to a maximum benefit of \$6500 per month. A Para-Educator experiencing a long term illness or disability shall make a timely application for benefits under the LTD Plan. A Para-Educator who qualifies for benefits under the LTD Plan may use accrued sick leave to make up the difference between the amount paid by the insurance carrier and the Para-Educator's regular base salary, but may not draw leave from the sick leave bank for this purpose.



ARTICLE IX  
LEAVES

9.1

- a) During a Para-Educator's employment he/she shall receive fifteen (15) sick days as of the first work day of the school year. Para-Educators leaving employment in the Barre Schools prior to completing the school year will be awarded a reduced portion of the 15 sick days which will be pro-rated to the number of school days actually worked that year.
- b) Unused sick leave shall accumulate from school year to school year to a maximum of one-hundred (100) days. Individuals employed fifteen (15) years or more will receive twenty dollars (\$20) per day for unused accumulated sick leave upon termination of employment, unless the Para-Educator is terminated for cause. Para-Educators who have more than one-hundred (100) sick days accumulated as of June 30, 2017 will not be awarded any additional sick days until their use of accrued days drops their balance to 100 or below.
- c) Any Para-Educator may donate up to five (5) sick leave days per school year to a building based Para-Educator sick leave pool.
  1. A sick leave pool may be accessed by any Para-Educator who is faced with a catastrophic illness or accident and has exhausted all personal sick leave, at the discretion of the Superintendent.
  2. Recipients cannot use more than thirty-five (35) days from the pool, except in the following case:
    - <sup>35</sup><sub>17</sub> A Para-Educator experiencing a long term illness or disability shall make a timely application for benefits under the LTD Plan, and may draw sick leave from the bank as necessary only to meet the elimination period under the LTD Plan.
  3. Any days remaining in a building based Para-Educator sick pool will be rolled over to the following school year.
  4. Any additional days accumulated by an individual para-educator, beyond 120, shall be donated to the sick leave pool.
  5. The sick leave pool will have no limits on the amount of days it contains and both Associations will receive a written report at the end of the school year as to the days that remain.
  6. Access to the pool may be granted first come, first serve, in writing to the Office of the Superintendent. Recipient will be required to provide a doctor's certificate and at the discretion of the Superintendent a second opinion from an agreed upon medical professional may be required.
  7. Sick leave pool may not be used for elective medical procedures or to extend child-rearing leave. It can, however, be used for family illness in the event of a medical emergency, at the discretion of the Superintendent.
  8. In the event that the sick leave pool is exhausted, Para-Educators can donate additional days on an as needed basis at the discretion of the

Superintendent.

- d) A doctor's certificate may be required by employer in order to receive sick leave after three (3) consecutive days of sick leave or a pattern indicating abuse.
- 9.2 The Boards shall provide a written statement for every Para-Educator each year indicating their total sick leave credit.
- 9.3 A Para-Educator who has exhausted sick leave may be granted an unpaid medical leave of absence of up to one (1) year for extended illness that does not qualify for LTD insurance. A Para-Educator on an unpaid medical leave of absence will continue to receive term life insurance and may continue in the group medical and dental plans pursuant to COBRA. A Para-Educator who is eligible to continue in the group medical and/or dental plan shall, unless otherwise provided by law, pay the full cost of premium for the health and/or dental insurance plan selected in accordance with a payment schedule provided by the District. The District or supervisory union may require appropriate medical documentation before approving the leave.
- 9.4 In addition to sick leave, a Para-Educator may be granted up to two (2) days paid personal leave for business, legal, family or emergency matters which cannot reasonably be accomplished outside of school hours. Included within these categories could be court appearances, legal conferences, business transactions, attendance at funerals not covered by bereavement leave, weddings and graduations. This leave is not intended to be used to accompany a spouse or partner on a business, pleasure or shopping trip or to extend a vacation or weekend. In the event a Para-Educator does not use all of their personal leave in one school year, the remaining days will be awarded to the Para-Educator as sick days and be added to the sick days the Para-Educator has accumulated thus far. If the Para-Educator is ineligible to receive additional sick days added to their total days the unused days would be added to the sick pool.
- 9.5 A Para-Educator may utilize sick leave for illness or injury involving an individual residing in the immediate household or a member of the Para-Educator's immediate family as defined in FMLA.
- 9.6 Each Para-Educator shall be granted by the Boards up to five (5) days paid leave per instance for a death in a Para-Educator's immediate family and two (2) days for other family members, to a maximum of ten (10) days per year. Immediate family is defined as follows: spouse or party to a civil union, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law or member of the immediate household. "Other" family member is defined as follows: uncles, aunts, nephews, nieces, cousins. Written notice shall be given to the immediate Supervisor or his/her designee, twenty-four (24) hours in advance, except in an emergency.
- 9.7 If a Para-Educator is selected for jury duty or is required to appear in court as a subpoenaed witness, the Para-Educator shall be paid his/her regular hourly wage by the Board. The Para-Educator shall endorse any check(s) received from the court for duty over to the Barre Supervisory Union. Any payment received from the court and/or

received as a result of being a subpoenaed witness which is in excess of a Para-Educator's normal daily rate of pay shall be retained by the ParaEducator.

- 9.8 Each Para-Educator may, with the approval of the Superintendent, have up to two (2) days professional leave per year for the purpose of visiting other schools and/or attending conferences of educational benefit to the School District. A third professional day may be used specifically for professional development within the School District for the educational benefit of the School District.
- 9.9 When the need for a leave can be foreseen as defined in FMLA, the Para-Educator shall notify the Administrator of the expected commencement date of the leave as soon as the date is determinable. The Superintendent may request a medical certification to verify any illness or disability. At such time as the Para-Educator is certified no longer able to continue working at his/her usual and customary duties, he/she shall be entitled, at his/her option, to go on leave for the duration of the year. Prior to the commencement of a leave, the Para-Educator will indicate in writing the anticipated date of return to work, and unless in the case of a medical emergency, the Para-Educator shall return to work on the announced anticipated date.
- 9.10 A leave of absence without pay for up to one (1) work year may be granted at the sole discretion of the employing Board(s) to a Para-Educator for the purpose of caring for a sick member of the Para-Educator's immediate family, or for other personal reasons. Additional leave may be granted at the sole discretion of the employing Board. The decision of the Board shall not be subject to grievance. If the Board grants such leave, all benefits to which a Para-Educator was entitled at the time his/her leave commenced, including, but not be limited to, unused sick leave and seniority, eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, or, if not, to a substantially equivalent position subject to the layoff provisions of Article 4. During such leave, a Para-Educator will be allowed to continue participation in the insurance program(s), provided the Para-Educator pays the monthly premium rates to the Board(s) and subject to the regulations of the insurance carrier.
- 9.11 After five years of employment, any Para-Educator may be granted a short-term, unpaid leave of absence one time per year for up to five (5) consecutive workdays. Request for said leave shall be made to the Superintendent at least twenty (20) workdays in advance of the leave.

## ARTICLE X RATES OF PAY/COMPENSATION

- 10.1 Para-Educators shall be paid in accordance with the hourly wage increase schedule as follows:
- <sup>35</sup><sub>17</sub> Effective July 1, 2018, each Para-Educator who was employed during 2017-18 school year will have his/her rate increased by \$0.75 (seventy-five cents).

- 10.2 All newly employed Para-Educators shall be placed in accordance with their credit and experience levels per Appendix A and shall receive the corresponding hourly wage defined in the Hiring Guide of that appendix. The Hiring Guide to be used for new hire placement only.
- 10.3 Educational Advancement for Salary Increase  
Credits for educational advancement will be in new twenty-one (21) credit increments up to a limit of 189 credits granted as follows:
- a) Credits earned at an accredited college or university and with the prior approval of the Superintendent
  - b) Credits earned for such other courses, workshops, in-service programs, or other educational activities that are directly related to the ParaEducator's job description and area of employment with prior approval of the Superintendent
- 10.4 Credits for educational advancement increment earned prior to November 1 of each contract year, upon prior written notification to the Superintendent on or before November 1 will be granted a fifty cent (\$0.50) increase.
- 10.5 The Boards agree to establish a tuition fund of \$30,000 for its Para-Educators. Tuition reimbursement will be allotted on a first come, first served basis for courses or workshops approved in advance by the Superintendent or his/her designees. If there are sufficient funds available, a Barre Education Association/Barre Town Para-Educator may apply and be reimbursed for more than one course or workshop per year. However, second course reimbursement will be held until April 1 and disbursed in order by date of request until funds are gone. Para-Educators applying for second course reimbursement will be informed how much money is left in the fund when their application is conditionally approved. Reimbursement will be made in the first pay period following the submission of a satisfactorily completed transcript or grade report and the appropriate forms to the Superintendent.
- The Association will be notified of course approvals from the tuition funds and the fund balance when requested.
- The Boards agree to allow courses towards a formal degree to be paid from the tuition reimbursement pool if said degree is in Education.
- 10.6 Para-Educators may not be required to transport students in personal vehicles as a condition of employment. Any Para-Educator using his/her automobile for travel during the course of his/her employment, as authorized by the district, shall be reimbursed at the rate paid by the Federal Government for its employees. Mileage reimbursement will be paid upon submission of the necessary voucher. Mileage reimbursement will be paid by separate check from regular payroll check.
- 10.7 Para-Educators shall be paid bi-weekly during the period of employment. A Para-Educator may elect to have one set amount of his or her after-tax wages withheld each

pay period by the school district in a district-held bank account. Such election shall be made at the beginning of the school year and shall begin the first, second, or third pay period at the Para-Educator's discretion. The Para-Educator may exclude withholding during any pay period in which the Para-Educator works less than eight days. A Para-Educator who wishes to have funds withheld shall complete and submit a form provided by the Business Office. At the option of the Para-Educator, the District shall disburse the funds withheld to the Para-Educator in either a single payment at the time the Para-Educator receives his or her final paycheck for the school year, in equal bi-weekly sums beginning with the payroll period which follows the disbursement of his or her 20<sup>th</sup> paycheck, or in whole or in part upon request. Funds withheld at the request of an Para-Educator remain the property of the Para-Educator at all times and may be withdrawn, in whole or in part, upon request. If an Para-Educator terminates during the school year any funds withheld by the district shall be disbursed in his or her final paycheck. In the event of the death of a Para-Educator all funds previously withheld shall be disbursed to his or her spouse, or to his or her estate. [21 VSA §342(a)(3)]. Prior to the first payroll period the District agrees to provide Para-Educators with assistance in calculating the withholding amounts required to meet the Para-Educator's needs.

- 10.8 All Para-Educators regularly scheduled to work at least thirty (30) hours or more per week and a minimum of 1,040 hours a year are eligible for Municipal Retirement, unless he/she has opted not to participate as of December, 1987. A Para-Educator who has participated in the annuity program offered to Barre Town Para-Educators prior to 1988-89 will be able to maintain participation throughout his/her period of employment.
- 10.9 Members of the bargaining unit who voluntarily agree to act as a substitute for a teacher or behavioral interventionist in the district shall be paid at the existing substitute teacher rate for the school district or their hourly rate of pay and an additional \$2.00 per hour, whichever is greater. Para-Educators are not to be required to work as substitute teachers and may not be penalized for declining to do so.

## ARTICLE XI GENERAL

- 11.1 The Boards and Associations agree that there will be no discrimination in the hiring, training, assignment, promotion, transferring or discipline of Para-Educators in application of this Agreement on the basis of race, creed, color, religion, national origin, sexual orientation, domicile, or marital status.
- 11.2 The Boards will amend their written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 11.3 If any provisions of this Agreement or any application thereof to any Para-Educator or group of Para-Educators 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.

- 11.4 This Agreement incorporates the entire understanding of the parties on all matters which were 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.
- 11.5 This Agreement may not be modified in whole or in part by the parties except by an instrument either electronic or in writing duly executed by both parties.
- 11.6 Upon employment, the newly employed Para-Educator and the President of the Barre Town Para-Educator Association or Vice President of Para-Educators of the Barre Education Association, whichever is appropriate, will receive a written notice indicating the step placement and the hourly rate of pay applicable to the Hiring Guide.
- 11.7 It is agreed that the Boards retain the right to direct, hire, promote, transfer and discipline Para-Educators, subject to the laws of the State of Vermont and the terms and conditions of this Agreement, and to maintain the efficiency of operation of the School Districts provided that such rights shall not be in violation of any section of this Agreement.
- 11.8 Sub-Contracting  
The following agencies may be sub-contracted unless otherwise noted
  - 1. Services currently performed by Washington County Mental Health or similar services provided by another vendor.
  - 2. After school or evening programs (as opposed to extracurricular activities set forth in the Master Agreement).
  - 3. NOTE: Services that are strictly supplemental to existing programs covered by the contract may not be contracted out.

ARTICLE XII  
NO STRIKE CLAUSE

- 12.1 The Barre Education Association and the Barre Town Para-Educator Association will not in any way participate in or condone any strike or related work action during the period of this agreement as long as the Boards do not revoke their Agreement to arbitrate.

ARTICLE XIII  
DURATION

- 13.1 The provisions of this Agreement will be effective as of July 1, 2018 and will continue and remain in full force and effect until June 30, 2019. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless the Boards or the Associations give written notice to the other not 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.

ARTICLE XIV ASSOCIATION-  
BOARD COMMITTEE

- 14.1 The Associations and the Boards shall form a committee to meet on a regular basis throughout the life of this Agreement. The purpose of this committee shall be to discuss items of mutual concern, such as evaluation and job classification. The parties shall be equally represented on this committee.
- 14.2 The Associations and the Administration will establish a building-based committee to address ongoing concerns and to plan Para-Educator professional development activities.

APPENDIX A  
PARA-EDUCATOR HIRING GUIDE

Hiring Guide

The purpose of this hiring guide is to ensure that incoming Para-Educators are placed appropriately on the salary schedule.

Newly hired Para-Educators will be placed on the salary schedule in accordance with the following guidelines:

- 1) One (1) step on the salary schedule for each year of college (30 credits) up to a maximum of four (4) steps for a Bachelor's degree or equivalent.
- 2) One (1) step on the salary schedule for each year of relevant experience as determined by the Superintendent.
- 3) No newly hired Para-Educator will be placed higher than step FIVE (5) on the schedule based on their education and experience. No newly hired Para-Educator shall be placed on a step higher than an employed Para-Educator with the same credits and experience.

The Boards and the Associations will collect data on the education levels, years of experience and previous educational step advancement of the existing work force.

Para-Educator Salary Schedule for NEW HIRES ONLY

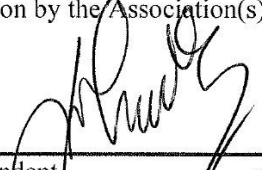
2018-2019


Step 1	\$12.25
Step 2	\$12.60
Step 3	\$12.95
Step 4	\$13.30
Step 5	\$13.65



DISCLAIMER


The Association(s) and the Board(s) agree to reopen and discuss any and all Articles that may arise in the implementation of this document and any changes to this document must be mutually agreed upon by the Association(s) and the Board(s).

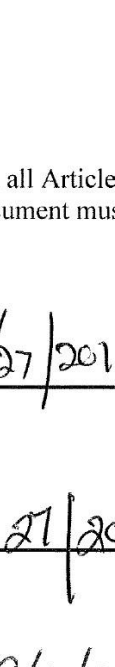
  
\_\_\_\_\_  
Superintendent Date 8/27/2018


  
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Barre Supervisory Union School Board Chair Date 8/27/2018

  
\_\_\_\_\_  
Barre City School Board Chair Date 9/6/2018

  
\_\_\_\_\_  
Spaulding High School Union Board Chair Date 8/30/2018

  
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Barre Town Board of School Directors Chair Date 8/30/2018

  
\_\_\_\_\_  
Vice President Para Educators Barre Education Association Date 9/6/18

  
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President Barre Town Para Educator Association Date 8/30/18