

**Collective Bargaining Agreement**

**for**

**Para-Educators**

**between**

**The Barre Educators Association**

**and**

**The Barre Unified Union School District  
Board**

**July 1, 2023 - June 30, 2026**

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This Agreement is made and entered into by and between the Barre Educators Association, (hereinafter referred to as the “Association”) and the Barre Unified Union School Board (hereinafter referred to as the “Board”).

## ARTICLE I RECOGNITION

- 1.1 The Board recognizes the Association 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 the Board.
- 1.2 Unless otherwise indicated, the employees in the above Associations will be hereinafter referred to as “Para-Educators”.

## 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 Unified Union School District, 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 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 Parties 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 or to refrain from such activities. The Parties agree that neither Party shall, directly or indirectly, discourage or deprive or coerce any Para-Educator in the enjoyment of any rights conferred under Title 21, Chapter 22 of the Vermont Statutes Annotated,

the Constitution of Vermont and the United States. The Parties further agree that neither the Board nor the Association shall discriminate against any Para-Educator with respect to hours, wages, or any terms or conditions of employment by reason of Para-Educator's membership or non-membership in the Association and its affiliates, Para-Educator's participation or non-participation in any activities of the Association and its affiliates, collective bargaining with the Board or Para-Educator's 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 the Para-Educator's 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 ninety-two (92) working days. If the Para-Educator is hired during the second half of the school year, this probationary period will extend into the following school year. 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 Unified Union School District, 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
  - A. 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.
  - B. A Para-Educator may request to have representation of the Association present at non-disciplinary work-related meetings and such requests will be given due consideration by the Administration.
- 3.5 Upon receipt of a validly executed authorization form, the Board agrees to deduct from the wages of the Para-Educator covered by this Agreement those dues so authorized by the 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. When a new Para-Educator is hired, the board will provide that new Para-Educator's name to the Association in writing within thirty (30) days of the date of hire, in accordance to 11.6. Should a Para-Educator cease payroll deductions for Association 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 the Para-Educator's personnel file without just cause or without the Para-Educator having an opportunity to review such material.

The Para-Educator will acknowledge that the Para-Educator has had a chance to review such material by affixing the Para-Educator's 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 the Para-Educator's answer will be reviewed by the Superintendent or Superintendent's designee and attached to the file copy.

#### ARTICLE IV EMPLOYMENT RIGHTS

- 4.1 The 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. Any non-student day on which the Para-Educator is expected to work will be defined when the District calendar is issued. The provisions of Article 4.4 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 Each individual contract letter shall be uniform and exclusively include the name of the Para-Educator, the duration (school year) of the contract letter, the hourly rate, the hours per day, the days per year, the exempt status, the name of the position (i.e.; Para-Educator – *location* – SPED or Library or Clerical or blank), and the seniority date of the Para-Educator.
- 4.3 The Association 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) week notice.
- 4.4 If turnover and attrition fail to adequately reduce the staff, Para-Educators shall be laid off in reverse order of seniority, 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 Para-Educators 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.
- 4.5 Seniority will be computed from the beginning of the Para-Educator'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.

- 4.6 If there is a vacancy in a Para-Educator position, Para-Educators who were laid off 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, the Para-Educator 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. A Para-Educator may refuse recall to a position 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 unused, accumulated sick leave benefits and retain the Para-Educator's wage schedule placement at the time of layoff.
- 4.7 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 the Para-Educator 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, the Para-Educator shall forfeit all recall rights. Non-acceptance of a position by a Para-Educator on the recall list shall not diminish the Para-Educator recall rights under this Article. The time limits set forth in this section, 4.7, may be extended at the discretion of the administration.
- 4.8 No Para-Educator shall be laid off under the provision of this Agreement if the reduction can be accomplished through attrition.
- 4.9 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.
- 4.10 Members of the bargaining unit shall have appropriate training, e.g., de-escalation, preventive/proactive behavior strategies, etc., as a part of their employment, if asked to work with students who have a history of physical behaviors/aggression or have an established behavior plan. This is to protect the safety of both the Para-Educators and the students.
- 4.11 Para-Educators will report any hazardous or unsafe working conditions to the Administration. The Administration will address the issue using appropriate protocols. Staff will be notified of the outcome in a timely fashion.
- 4.12 When the absence of a Para-Educator is due to an action at law against the Para-Educator based on alleged actions or omissions which are within the scope of the Para-Educator's employment, such absence shall not be deducted from any contracted salary or leave.
- 4.13 On the authorization of the Superintendent, the Board will reimburse Para-Educators for any loss, damage, or destruction of clothing or personal property (including motor

vehicles) of a Para-Educator occurring while the Para-Educator is acting in the discharge of the Para-Educator's duties. Report of such damage will be made to the Superintendent as soon as possible following discovery of the damage. The Superintendent's determination as to whether or not the damage is eligible for the reimbursement provisions of this article will be final, and not subject to grievance under the terms of Article Five of this contract.

- 4.14 Para-Educators shall immediately report any work related injury suffered by them in connection with their employment to the principal or other immediate supervisor. Such notification shall immediately be forwarded to the superintendent, who shall comply with any reasonable request from the Para-Educator for information in the possession of the superintendent relating to the accident, injury, incident or the person or persons involved, except such information the dissemination of which is restricted by law. Nothing in this provision, however, shall be construed to abridge the right of a Para-Educator to seek redress at law.
- 4.15 The Board shall give support to the Para-Educator to the extent of policy limits including reasonable legal fees and other costs of court action brought by parents or other citizens against the Para-Educator while said Para-Educator is acting in the discharge of the Para-Educator's duties within the scope of the Para-Educator's employment. The Board shall provide full legal support and assistance to the extent, and subject to the conditions of, the liability insurance coverage provided by the Board pursuant to 16 VSA §1756.
- 4.16 The Para-Educators recognize that in cases of emergency the health and safety of the students is their prime responsibility and they must act accordingly. However, except in an emergency, medical services will be delivered to students only by qualified medical personnel or a person trained by qualified medical personnel.

## ARTICLE V GRIEVANCE PROCEDURE

### 5.1 Definitions

A. A "grievance" is a claim by a Para-Educator or Para-Educator (s), and the Association 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: The word "days" when used in this Article means school days when school is in session (excluding holidays recognized on the school calendar) and Monday through Friday (excluding federally recognized holidays) when school is not in session.

D. Association Representation: Upon selection and certification by the Association, the corresponding Board will recognize the 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 the Para-Educator's 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 the grievant 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 Para-Educator and the Para-Educator's 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 ten (10) 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 ten (10) 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 thirty (30) 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 ten (10) 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 fifteen (15) 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 ten (10) days in which to provide the Superintendent's 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 fifteen (15) days after the Step 2 decision was due or received. The Board shall schedule a meeting within fifteen (15) 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 fifteen (15) 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-five (25) 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-five (25) 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, nor 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 (if applicable) 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 the Para-Educator's 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 separately from the personnel files of the participants. 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.
- 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 notification of Para-Educator vacancies on a bulletin board in the Administrative Office of the Principal.
- 6.2 Upon notification of Para-Educator vacancies, Para-Educators who desire a change in assignment shall notify Human Resources in writing.
- 6.3 Para-Educators who file a written request for change of assignment in accordance with Article 6.2 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 the Para-Educator's 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 the Para-Educator shall not have the right to employment for the next school year, nor will the Para-Educator 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 the Para-Educator's previous assignment prior to the beginning of the next school year, the Para-Educator 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, the Para-Educator shall forfeit all rights to the Para-Educator's former position, but the Para-Educator 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, the Para-Educator shall be covered by the terms of this Agreement and receive seniority retroactive to the commencement of the Para-Educator's 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 the Para-Educator is in the first year of employment, he/she may be laid off as soon as the individual student leaves. The Para-Educator 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 district. 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 Para-Educator staff assigned to work in more than one school within the BUUSD on the same day 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 per school year 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. If a Para-Educator's supervisor is unable to relieve them of duty for a 30 minute lunch period, they will be paid for this time.
- 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, including overtime as required by law. 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 the Para-Educators' 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) Information to access an electronic copy of the Master Agreement, and will be offered a hard copy
    - 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.
- 7.7 Supervision and evaluation is linked to a continuous process of school and individual improvement efforts to maintain a highly qualified and competent staff. The purpose of the supervision and evaluation process is to improve employee effectiveness and to assess employee performance so that excellent performance may be recognized and performance deficiencies may be addressed.
- 7.8 Evaluations: Evaluations will be completed by the Para Educator's immediate supervisor or a Special Education administrator with respect to their job responsibilities, as designated by the district and outlined in the job description using a process and forms developed by the Administration.

Formal Evaluations shall be done at least one time per year.

## ARTICLE VIII INSURANCE

- 8.1 Effective January 1, 2023, pursuant to 16 V.S.A chapter 61, (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings

accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix C of this collective bargaining agreement.

Effective January 1, 2026 through June 30, 2026, pursuant to 16 V.S.A. chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including Health Reimbursement Arrangements and Health Savings Accounts, shall be governed by the written successor agreement incorporating the terms of the statewide health insurance bargaining.

The BUUSD has established a Flexible Benefits Plan for employees. The BUUSD 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 District, subject to a ninety (90) day run out period.

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.

If any of the general provisions set forth in this Article conflict with the provisions of Appendix C (and as it may be amended through the statewide negotiations process during the term of this Agreement) the terms of Appendix C shall prevail.

All Para-Educator 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, the Para-Educator 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 Board agrees to hold a master policy for a dental insurance plan, and it will absorb the administrative costs, including any payroll deduction of premium costs, for such a plan. The Board shall pay eighty percent (80%) of a single membership for full-time Para-Educators employed with BUUSD. If any Para-Educator chooses to add one or more

dependents, they shall pay any additional costs over a Single membership. Coverage for Para-Educators not previously included under the terms of the dental plan will begin in the first full month following ratification of this agreement, or at such later date as may be consistent with the regulations of the insurance carrier.

- 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 When a Para-Educator is absent due to a work related injury for which the Para-Educator is receiving Workers' Compensation benefits the Para-Educator may elect to continue receiving the Para-Educator's regular wages by signing the Para-Educator's check for temporary total disability benefits over to the District and authorizing the District or supervisory union to apply the Para-Educator's accrued, personal and/or sick leave to offset the difference between the Workers' Compensation benefits received and the Para-Educator's regular wages.
- 8.8 The school district 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 and the rules and regulations of the LTD insurance carrier. Disability coverage will begin after meeting the eligibility requirements for receiving benefits under the disability plan, including a ninety (90) day elimination period. All decisions regarding eligibility for disability benefits are made by the insurance carrier and subject to the appeal provisions of the group LTD policy. The disability benefit provided under the terms of the LTD Plan is sixty percent (60%) 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 the Para-Educator shall receive fifteen (15) sick days as of the first workday of the school year, except for Para-Educators in their probationary period. Para-Educators starting employment after the start of the contract year will receive a reduced portion of the 15 sick days which will be pro-rated to the actual number of school days remaining in the contract year. Para-Educators leaving employment prior to the end of the contract year will have their sick days for that contract year reduced and pro-rated to the actual number of days worked in the contract year. Para-Educators using sick days used in excess of their pro-rated balance shall have the dollar value deducted from their last payroll(s).

Para-Educators in their probationary period will receive 7.5 sick days for their probationary period, and then receive sick days pro-rated (to fifteen (15) days per year)

for the remainder of the year in which they complete their probationary period.

b) Unused sick leave shall accumulate from school year to school year. On June 30 of each year any unused sick days over one hundred (100) shall automatically be donated to the Sick Leave Bank (the sick leave bank will have no limits on the amount of days it contains and cannot be exhausted). On July 1 of each year, 15 days shall be added to the sick day balance of each Para-Educator, allowing them to start the new year with up to one-hundred fifteen (115) days.

c) Individuals employed ten (10) 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.

d) Any Para-Educator may request the use of days from the Sick Leave Bank under the conditions noted herein. Such requests will be submitted, in writing, to the Superintendent who shall have the discretion to grant or deny such requests. Use of these days must be consistent with the following provisions.

A. The Para-Educator must be suffering from a serious illness as defined in 21 V.S.A. §471(5). These days may not be used for any other purpose, including by way of example but not limitation, extending a normal pregnancy leave or elective procedures. Days from the sick leave bank may, at the discretion of the Superintendent, be used to cover the absence of an employee which is required due to a "serious illness" (as defined in 21 V.S.A. §471(5)) of the employee's child, foster child, stepchild or ward who lives with the employee, parent, spouse or parent of the employee's spouse.

B. The recipient(s) must have exhausted all of their personal and sick leave.

C. Recipients may be granted no more than a total of 35 days during any school year, except that a Para-Educator experiencing a long-term illness or medical condition 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.

D. The recipient must provide a doctor's certificate indicating the nature of the serious illness or medical condition as well as the date the Para-Educator is expected to return to work. At the option of the Superintendent, a second opinion may be required. If a second opinion is requested, the Superintendent and the Association will work together to identify the doctor who will provide the second opinion at no expense to the employee.

e) 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 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. A Para-Educator on an unpaid medical leave of absence who is eligible to continue in the group medical and/or dental plan may continue in either plan. Unless otherwise provided by law, a Para-Educator on an unpaid medical leave of absence who chooses to continue on one of these plans shall 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 may require appropriate medical documentation before approving the leave.

9.3 In addition to sick leave Para-Educators employed on or before January 1 of any school year will be granted three (3) days of paid personal leave per school year. Para-Educators hired after January 1 and prior to March 1 of any school year will be granted 1.5 days of paid personal leave for that school year. Para-Educators hired after March 1 will not be granted personal leave for that school year. Personal leave days are equal to the hours in the Para-Educator's regularly scheduled work day. Absent emergency circumstances a Para-Educator shall provide their Supervisor with at least twenty-four hours advance notice of their intent to take a personal day. Personal leave shall not be used to extend a scheduled school break or to extend a holiday weekend absent permission from the Superintendent. 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 subject to the limitations on accumulation of sick leave provided in the agreement. 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 bank.

a) Employees in the National Guard who are ordered to report for annual training during their contracted work year will be paid their per diem wages for up to a maximum of ten (10) working days per year, minus the compensation the employee receives from the military. Alternatively, the employee may elect to retain their military pay in which case the employee shall not be paid by the District.

b) The Board shall grant any Para-Educator who is drafted or recalled to active duty in any of the Armed Forces of the United States and/or the annual National Guard training a leave of absence without pay with right of return in accordance with applicable state and federal law.

c) When an employee or member of an employee's immediate family is called to active military service for a period of three (3) months or longer, the employee may use up to five (5) days of their personal sick leave (in addition to any personal leave available to the employee) prior to the employee's or the employee family member's date of departure/return to attend to personal and family matters related to the military activation.

9.4 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/VPFLA.

- 9.5 Up to five (5) days paid leave will be granted for recovery from loss in the event of death of any of the following: the employee's spouse or civil union partner, children, parents, grandparents, grandchildren, siblings, step-children, step-parents, in-laws, step-siblings, or persons considered a member of the immediate family residing within the household, or in the event of a miscarriage, either their own, or their significant other's. One (1) day for recovery from loss shall be granted in the event of death of any of the following: aunt, uncle, niece, nephew, and cousins. The Superintendent shall have the discretion to award additional bereavement days in appropriate situations.
- 9.6 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 the Para-Educator's regular hourly wage by the Board. The Para-Educator shall endorse any check(s) received from the court for duty over to the BUUSD. 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 Para-Educator.
- 9.7 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 BUUSD. A third professional day may be used specifically for professional development within the School District for the educational benefit of the BUUSD.
- 9.8 When the need for a leave can be foreseen as defined in FMLA/VPFLA, 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 the Para-Educator's usual and customary duties, the Para-Educator shall be entitled, at the Para-Educator's option, to go on FMLA/VPFLA leave (if eligible) as provided by statute and to take unpaid 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.
- 9.9 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 the Para-Educator's leave commenced, including, but not be limited to, unused sick leave and seniority, eligibility, shall be restored to the Para-Educator upon the Para-Educator's return, and the Para-Educator shall be assigned to the same position which the Para-Educator 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.

- 9.10 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:
- Effective July 1, 2023, each Para-Educator who was employed during 2022-2023 school year will have their hourly wage rate increased by either one dollar (\$1.00) or to nineteen dollars and twenty-five cents (\$19.25) an hour, whichever increase is greater.
  - Effective July 1, 2024 each Para-Educator who was employed during the 2023-2024 school year will have their hourly wage rate increased by one dollar (\$1.00) an hour.
  - Effective July 1, 2025 each Para-Educator who was employed during the 2024-2025 school year will have their hourly wage rate increased by one dollar (\$1.00) an hour.
- 10.2 All newly employed Para-Educators shall be hired at a wage rate consistent 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 (Appendix A) to be used for new hire wage rates 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 Para-Educator's job description and area of employment with prior approval of the Superintendent.
- 10.4 Paraeducators who obtain the requisite number of credits for educational advancement (See Section 10.3) after July 1 of any contract year will receive a wage increase of one dollar (\$1.00) an hour. The increase shall be effective from the date of receipt of all necessary transcripts by the superintendent's office and shall be processed by payroll as soon as reasonably possible.
- 10.5 The Boards agree to establish a Professional Development fund of \$30,000 for its Para-Educators. Payment will be allotted on a first come, first served basis for one (1) course or workshop approved in advance by the Superintendent or the Superintendent's designees. If there are sufficient funds available, Para-Educator may apply for

conditional approval for more than one additional course or workshop per year. However, approval of requests for additional courses or workshops will be held until January 1 and reviewed for approval in order by date of request until funds are gone. Para- Educators applying for a second approval will be informed how much money is left in the fund when their application is conditionally approved. Evidence of successful completion of course (transcript or grade report) or workshop (certificate of attendance) is required via submission of these forms to the Superintendent.

The Association will be notified of course/workshop approvals from the Professional Development fund and the fund balance when requested.

Subject to the provisions of this Article the District agrees to allow courses towards a formal degree to be paid from the Professional Development fund if said degree is in Education or related to the Para- Educator's role.

- 10.6 Para-Educators shall not be required to transport students in personal vehicles as a condition of employment. Para-Educators shall not transport students in their personal vehicles without prior notice to and the written consent of the Superintendent (except in a case of emergency). Any Para-Educator using the Para-Educator's automobile for travel during the course of the Para-Educator's employment, as authorized by the district, shall follow district procedures and 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 the Para-Educator's 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. A Para-Educator who wishes to have funds withheld shall complete and submit the withholding form found in Appendix B to the Business Office. At the option of the Para-Educator, the District shall disburse the funds withheld to the Para-Educator in either:
- A. a single payment at the time the Para-Educator receives the Para-Educator's final paycheck for the school year, or
  - B. in 4 equal payments distributed bi-weekly after the Para-Educator's final paycheck for the school year, or
  - C. in whole or in part upon request, or
  - D. upon Para-Educator's request, at a mutually agreed upon time, personalized assistance from payroll staff accountant to define biweekly withdrawals and biweekly distribution to provide substantially equal payments throughout the school year and summer months.

Funds withheld at the request of a Para-Educator remain the property of the Para-Educator at all times and may be withdrawn, in whole or in part, upon request. If a Para-Educator terminates during the school year any funds withheld by the district shall be disbursed to the Para-Educator in a check. In the event of the death of a Para-Educator all

funds previously withheld shall be disbursed to the Para-Educator's spouse, or to the Para-Educator's 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 newly hired Para-Educators regularly scheduled to work at least thirty (30) hours or more per week and a minimum of 1,040 hours a year shall participate in Vermont Municipal Retirement System.
- 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 required to work as substitute teachers and may not be penalized for declining to do so.

#### ARTICLE XI GENERAL

- 11.1 The Barre Unified Union School District is an equal opportunity employer. In accordance with anti-discrimination law, it is the purpose of this policy to effectuate these principles and mandates. The Barre Unified Union School District prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, age, national origin, disability status, protected veteran status, or any other characteristic protected by Vermont or federal law. The Barre Unified Union School District conforms to the spirit as well as to the letter of all applicable laws and regulations.
- 11.2 The Board will amend its 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 Vice President of Para-Educators of the Barre Education Association 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 Board retains 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 District 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 Collective Bargaining Agreement for Teachers).
3. NOTE: Services that are strictly supplemental to existing programs covered by the contract may not be contracted out.

11.9 Building Administrators will meet monthly with Para-Educator representatives from their building to address climate concerns and working conditions in their buildings. Dates will be agreed upon by both parties no later than October 1.

ARTICLE XII  
NO STRIKE CLAUSE

12.1 The Barre Educators 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 Board does not revoke the Board's Agreement to arbitrate.

ARTICLE XIII  
DURATION

13.1 The provisions of this Agreement will be effective as of July 1, 2023 and will continue and remain in full force and effect until June 30, 2026. 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 gives written notice to the other not later than November 1, prior to the expiration date or any anniversary thereof of the Board's or Association's desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

ARTICLE XIV  
ASSOCIATION-BOARD COMMITTEE

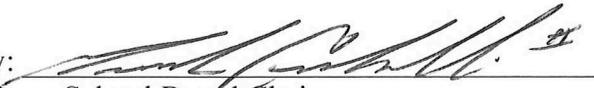
14.1 The Associations and the Boards shall form a committee to meet on a regular basis throughout the life of this Agreement. The purpose of this committee shall be to discuss items of mutual concern, such as evaluation and job classification. The parties shall be equally represented on this committee.

14.2 Para-Educators shall be represented in the planning of professional development activities.

**SIGNATURE PAGE**

Executed this 8<sup>th</sup> day of September, 2023

FOR: Barre Unified Union School District

By:   
School Board Chair

Executed this 8<sup>th</sup> day of September, 2023

FOR: Barre Educators Association

By:   
Association President

APPENDIX A  
PARA-EDUCATOR HIRING GUIDE

Hiring Guide

The purpose of this hiring guide is to ensure that incoming Para-Educators are hired at an appropriate wage rate considering their education and relevant experience.

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 Bachelors' degree or equivalent.
- 2) One (1) step on the salary schedule for each year of relevant experience as determined by the Superintendent.
- 3) A Para-Educator whose education and/or relevant experience substantially exceeds the standards established in sub-sections 1 and 2 herein may, with the approval of the Superintendent, be hired at a wage rate which exceeds step FIVE (5) on the hiring guide. However, no newly hired Para-Educator shall be hired at a wage rate which is higher than an employed Para-Educator with the equivalent education and experience.

Para-Educator Hiring Guide for NEW HIRES ONLY

(Effective As Of July 1, 2023 For New Hires)

Step 1 \$18.40

Step 2 \$18.65

Step 3 \$18.90

Step 4 \$19.15

Step 5 \$19.40

(Effective As Of July 1, 2024 For New Hires)

Step 1 \$19.25

Step 2 \$19.50

Step 3 \$19.75

Step 4 \$20.00

Step 5 \$20.25

(Effective As Of July 1, 2025 For New Hires)

Step 1 \$20.00

Step 2 \$20.25

Step 3 \$20.50

Step 4 \$20.75

Step 5 \$21.00

## APPENDIX B

The form below is a sample “Employee Savings Plan (ESP) Deduction and Withdrawal Form” for the first year of this agreement. The BUUSD Business Office will provide a sample form for each successive year of this agreement prior to the start of that school

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### FY21 Employee Savings Plan (ESP) Deduction and Withdrawal Form

Pay Periods	Pay Dates	Work Days	*Actual GROSS Wages	DEDUCTION TO ESP CIRCLE ONE	WITHDRAWAL FROM CIRCLE ONE
1	27-Aug	2	\$197.78	\$0.00	\$0.00
2	10-Sep	9	\$889.99	\$100 or \$200 or \$250	\$0.00
3	24-Sep	9	\$889.99	\$100 or \$200 or \$250	\$0.00
4	8-Oct	10	\$988.88	\$100 or \$200 or \$250	\$0.00
5	22-Oct	8	\$791.10	\$100 or \$200 or \$250	\$0.00
6	5-Nov	10	\$988.88	\$100 or \$200 or \$250	\$0.00
7	19-Nov	10	\$988.88	\$100 or \$200 or \$250	\$0.00
8	3-Dec	7	\$692.21	\$100 or \$200 or \$250	\$0.00
9	17-Dec	10	\$988.88	\$100 or \$200 or \$250	\$0.00
10	31-Dec	7	\$692.21	\$100 or \$200 or \$250	\$0.00
11	14-Jan	5	\$494.44		\$150 or \$200 or \$250 \$ ____
12	28-Jan	10	\$988.88	\$100 or \$200 or \$250	\$0.00
13	11-Feb	10	\$988.88	\$100 or \$200 or \$250	\$0.00
14	25-Feb	10	\$988.88	\$100 or \$200 or \$250	\$0.00
15	11-Mar	3	\$296.66		\$150 or \$200 or \$250 \$ ____
16	25-Mar	10	\$988.88	\$100 or \$200 or \$250	\$0.00
17	8-Apr	10	\$988.88	\$100 or \$200 or \$250	\$0.00
18	22-Apr	10	\$988.88	\$100 or \$200 or \$250	\$0.00
19	6-May	5	\$494.44		\$150 or \$200 or \$250 \$ ____
20	20-May	10	\$988.88	\$100 or \$200 or \$250	\$0.00
21	3-Jun	10	\$988.88	\$100 or \$200 or \$250	\$0.00
22	17-Jun	9	\$889.99	\$100 or \$200 or \$250	\$0.00
23	1-Jul	1	\$98.89		Balance (lump sum) or 4 equal payments over the sum
24	15-Jul			\$0.00	
25	29-Jul			\$0.00	
26	12-Aug			\$0.00	
			185		

Deductions for health/dental/optional life will be deducted in pay periods 2 - 22.

RETURN TO BUUSD BUSINESS OFFICE BY August 28, 2020. Employee Signature: \_\_\_\_\_

## APPENDIX C

### **Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61 For The Period of January 1, 2023 through December 31, 2025**

#### **Article I. Recognition:**

1.1 In accordance with 16 V.S.A. Chapter 61 the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by law. The five commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by law. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission as above referenced.

#### **Article II. Definitions:**

- 2.1 The term School Employee is hereby defined to mean:
- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
  - b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees), excluding superintendents, who provide educational services requiring a professional administrator's license from AOE.
  - c) All Other School Employees as defined in 21 V.S.A. Section 1502, including:
    1. Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722;
    2. An individual employed as a supervisor as defined in 21 V.S.A. Section 1502;
    3. A confidential employee as defined in 21 V.S.A. Section 1722;
    4. A certified employee of a school employer and
    5. Any other permanent employee of a school employer not covered by subdivisions 1-4 of this subsection (c).

#### **Article III. Scope of Bargaining:**

- 3.1 The Commissioner's scope of bargaining shall include:
- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
  - b) Standardizing the duration of health insurance coverage during a term of employment;
  - c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time;

- d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees as per the Tentative Agreement (TA) executed by the employer and employee commissioners on July 17, 2019, in the first round of statewide health care bargaining.

#### **Article IV. Limited Jurisdiction:**

4.1 The parties agree that nothing herein is intended to preempt or regulate an aspect of educational system employment that is outside of the statutory jurisdiction conferred upon the Commission.

#### **Article V. Plan Offerings:**

5.1 All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative (VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.

#### **Article VI. Eligibility Standards:**

6.1 Public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with an employer subsidy to pay for a portion of applicable premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans offered by VEHI as delineated above. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

6.2 Full-time status: Full time status for determining the amount of employer-subsidized coverage for premium costs will be based on full time or full time equivalent (FTE) definitions as locally negotiated or determined.

6.3 Part-Time status: Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions for premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made available in full regardless of the number of hours worked between 17.5 and full time, and not pro-rated.

6.4 Probationary Periods: Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.

6.5 New Employees: Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.

6.6 Domestic Partner Benefits: An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy all of VEHI's

current eligibility criteria and submit an affidavit in the format required by VEHI, all as posted on VEHI's website, to the district business office.

6.7 Duration of Insurance Availability: The health insurance offered under this Agreement shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect the district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.

#### **Article VII. Premium Cost-sharing: Employers and Employees:**

7.1 For Teachers and Licensed School Administrators as defined in sections 2.1a and 2.1b: Each employer will contribute eighty (80%) percent of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non- CDHP) VEHI plans.

7.2 For all Other School Employees as defined in section 2.1c: Beginning on January 1, 2023, and on each January 1 for the duration of this Agreement, all employees covered by this section 7.2 who are not at the 20% premium contribution level will increase the employee contribution by one (1%) percent but not to exceed twenty (20%) of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

#### **Article VIII. Out-of-Pocket Cost-Sharing: Employers and Employees:**

8.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through an HRA in the following amounts: for licensed administrators and teachers as defined in section 2.1a and 2.1b, \$1900 for single-tier coverage and \$4000 for all other tiers of coverage; for support staff as defined in section 2.1c, \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP for any other VEHI plan. For employees enrolled in the VEHI Silver CDHP, employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators, \$1900 for a single tier and \$4000 for all other tiers; for support staff, \$2200 for a single tier and \$4400 for all other tiers.

#### **Article IX. Employees Under Part-time Contract in Two or More Districts/Supervisory Unions:**

9.1 Cost Sharing: Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for Health Insurance coverage according to this Agreement ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportionate premium, OOP and administrative fees sharing responsibility equal to the part time percentage of

the employee's contract. For example, if district "A" has a 60% employment contract/relationship with the school employee, District "A" will be responsible for 60% of the total employer costs set forth herein.

9.2 Plan Administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.

9.3 Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Agreement during the course of any one calendar year, the employee's coverage under the plan shall remain unchanged. However, the employer obligations under this Agreement shall be appropriately pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.

#### **Article X. Third Party Administrator Services:**

10.1 Employers shall pay the administrative expenses charged by the Third Party Administrator (TPA).

10.2 Autopayment to providers will be the default payment method unless requested otherwise by the bargaining unit.

10.3 The TPA chosen shall be able to provide debit cards to facilitate payments when autopayment is not an option. Debit cards are expected to be provided to employees prior to January 1 of each year of this Agreement or, in the case of new employees, as soon after their commencement of employment as practicable. In the event of the failure of the TPA to deliver a debit card when due, such card shall be provided as promptly thereafter as possible.

#### **Article XI. Grievance Procedure**

11.1 Either a local public school district or a union representing public school employees may file a grievance with the Commission concerning the interpretation or application of the statewide agreement concerning health care benefits for Vermont public school employees. The grievance must be filed with the Commission within thirty (30) days after the grievant knows or should have known of the events giving rise to the grievance. If a majority of the Commission is unable to resolve the issue within thirty (30) days, the matter shall be referred to final and binding arbitration. If the Commission is unable to agree on an arbitrator, the matter shall proceed to arbitration pursuant to the rules of the American Arbitration Association.

#### **Article XII. Incorporation by Reference:**

12.1 All terms and conditions of this Agreement will be incorporated by reference in all collective bargaining agreements for applicable school employees in accordance with applicable laws and shall be posted and available for access on the Vermont-NEA, the Vermont School

Boards' Association, and the American Federation of State, County, and Municipal Employees (AFSCME) websites. If agreed to by a school employer and the union(s) representing its eligible employees, this Agreement shall be included as an appendix in said collective bargaining agreements.

12.2 All terms and conditions of this Agreement will also be incorporated by reference into school policies or individual employment contracts that govern health benefits for school employees not in recognized bargaining units in accordance with applicable laws.

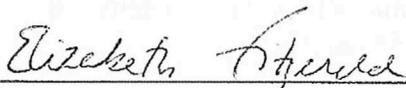
**Article XIII. Disclaimer:**

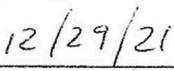
13.1 Nothing in this Agreement shall be construed to deny, restrict, or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's Parental and Family Leave Act (PFLA) and related laws, or under other state and federal statutes.

**Article XIV. Duration:**

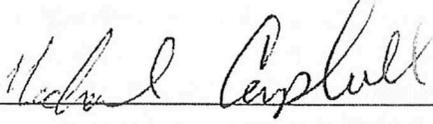
14.1 The provisions of this agreement, as supplemented by any binding arbitration award(s) issued by the LBO Panel, shall take effect on January 1, 2023 and continue in full force and effect until December 31, 2025 unless amended or extended by mutual written agreement between the parties hereto.

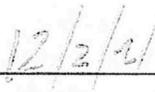
For the Employer Commissioners:

  
\_\_\_\_\_  
Elizabeth Fitzgerald, Chair, Duly authorized

  
\_\_\_\_\_  
Date

For the Employee Commissioners:

  
\_\_\_\_\_  
Michael Campbell, Chair, Duly authorized

  
\_\_\_\_\_  
Date