AGREEMENT

BETWEEN THE

NORWICH BOARD OF SCHOOL DIRECTORS

AND THE

NORWICH EDUCATION ASSOCIATION
SUPPORT STAFF

JULY 1, 2025 – JUNE 30, 2026

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PREAMBLE

This Collective Bargaining agreement (the "Agreement") is entered into by and between the Norwich Education Association, Support Staff Unit (hereinafter "Association") and the Board of School Directors for the Norwich School District (hereinafter "Board" or "District").

Article 1: Recognition

1.1 The Board recognizes the Association as the exclusive bargaining representative with respect to wages, hours and conditions of employment for a unit of all educational assistants, Intensive Special Educational Needs Assistants, office assistants and custodians, but excluding all supervisory, confidential, professional, temporary, seasonal and non-permanent status employees. The administrative assistant is confidential and is excluded from the bargaining unit.

1.2 Unless otherwise indicated, persons employed in the above-unit will be referred to as "employee", "employees", or "members of the bargaining unit". All references to employees shall be deemed to be male/female employees.

1.3 Definitions:

(a) The term "full time" means scheduled employment during the school year or calendar year at a minimum of 30 hours per week. This is the threshold for receiving full time equivalent benefits.
(b) The term "calendar year" means scheduled employment during the full (52-week) year at a minimum of 30 hours per week.
(c) The term "part time" means scheduled employment during the school year or calendar year at less than 30 hours per week.
(d) The term "pro-rata" means percentage of full time; that fraction which is determined by dividing a part time employee's scheduled weekly hours by 30 (hours).
(e) The term "day" shall mean a school day or a scheduled workday.
(f) A "temporary position" is a position that the administration/school Board has created to meet a short-term need. All job postings of this nature will be advertised as "temporary" based on the administration's estimate, with dates of the number of workdays needed to complete the advertised job, stated in the notice. Temporary positions cannot be for the entire school year. Temporary positions must be paid in accordance with the established pay scale within this document. Temporary positions are not eligible for benefits. Temporary positions terminate at the end of the school year. If a temporary employee is hired into a permanent position,

for purposes of seniority, he or she will be credited with the period served as a temporary employee.

(g) The term "Educational Assistant" is defined as follows. Educational Assistants shall support students in classrooms, small groups and individually throughout the school day. Under the supervision of the Principal or his/her designee, and teachers, Educational Assistants may help prepare classroom or individual educational materials, help adapt curriculum, provide clerical support and help with classroom management. Educational Assistants will have recess duties and may be asked to substitute for teachers. Duties shall be determined by the Principal and may change as needed. Educational Assistants will be informed of significant changes in assignment one (1) week ahead of new assignments (unless the need is emergent in nature), with time provided during working hours to review relevant individualized Education Programs and Behavior Intervention Plans. This is a school year, full or part time position as determined by the district.

(h) The term "Intensive Special Needs Educational Assistant" is defined as follows: Intensive Special Needs Educational Assistants support students with Individual Education Programs (IEP) who require a higher level of supervision and assistance with educational, behavioral, and/or self-care needs. Employees working in this position will work with the learning specialist and other related service providers to assist in the delivery of educational and behavioral programming. This work is performed under the supervision of the Learning Specialist. Duties shall be determined by the Principal and may change as needed. Intensive Special Needs Educational Assistants will be informed of significant changes in assignment one (1) week ahead of new assignments (unless the need is emergent in nature), with time provided during working hours to review relevant individualized Education Programs and Behavior Intervention Plans. This is a school year, full or part-time position as determined by the district.

(i) The term "Pre-Kindergarten Educational Assistant" is defined as follows. Pre-Kindergarten Educational Assistants shall support students in Pre-K classrooms, small groups and individually throughout the school day. Under the supervision of the Principal or his/her designee, and teachers, Pre-K Educational Assistants may help prepare classroom or individual educational materials, help adapt curriculum, provide clerical support and help with classroom management. Pre-K Educational Assistants will assist students with personal hygiene tasks as needed, including toileting, hand washing, and dressing. Pre-K Educational Assistants will assist with cleaning and sanitizing classroom areas and materials. Pre-K Educational Assistants will have recess duties and may be asked to substitute for teachers. Duties shall be determined by the Principal and may change as needed. Pre-K Educational Assistants will be informed of significant changes in assignment one (1) week ahead of new assignments (unless the need is emergent in nature), with time provided during working hours to

review relevant individualized Education Programs and Behaviour Intervention Plans. This is a school year, full or part time position as determined by the district.

(j) The term "Office Assistant" is defined as follows. Office Assistants shall support the operation of the main office. This position welcomes the community, parents and students into the school, managing front door security, phones and relaying information to them and school staff, throughout the school day. Duties include, but are not limited to, registering students, maintaining student files and student attendance, maintaining the student lunch and milk programs, the recess schedule, and copier maintenance. Duties shall be determined by the Principal and may change as needed. This is a school year, full or part time position as determined by the district.

(k) The term "Custodian" is defined as follows. Custodians shall perform duties needed to maintain the school building, including but not limited to daily cleaning and janitorial services, general building and grounds upkeep and peripheral chores necessary to keep the school building presentable. Duties shall be determined by the Facilities Director and may change throughout the year as needed. This is a year round, full or part time position as determined by the district.

(l) The term "school year" means scheduled employment during the school calendar year and will consist of the following work days: one hundred seventy-five (175) student contact days, two (2) in service days and one (1) day before the start of the school year for meeting with Learning Specialists and classroom teachers to review IEPs and BIPs and prepare classrooms. An additional 8 compensated days will be included in the letter of intent representing paid holidays which can be found in Article 13.3.

1.4 Employees hired by the District shall complete a three (3) month probationary period before attaining rights to grieve under the contract. The probationary period may be extended once, by mutual agreement in writing between the Union and the Districts, for a period not to exceed thirty (30) days.

Article 2: Association Rights

2.1 The Board agrees that all employees shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board for reasons of membership in the Association or participating in any of its activities or the exercise of individual rights.

2.2 The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings in accordance with established school policy.

2.3 Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times so long as the Association's activities do not interfere with (the) normal school operations.

2.4 The Association and its representatives shall have the right to use school facilities and equipment, including typewriter, computers, printers and all duplicating machines at reasonable times, when such equipment is not otherwise in use. Any costs incurred by such use will be borne by the Association.

2.5 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on staff bulletin boards and may use school mailboxes for communications.

2.6 At the beginning of every school year, the Association shall be credited with a total of four days leave split amongst two Association members with pay to be used by, and at the discretion of, its officers or agents. The Superintendent shall be notified no less than two days prior to the commencement of such leave.

2.7 Designated representatives of the Association shall be allowed to receive telephone calls and other communications concerning Association business at any time during school hours so long as these activities do not interfere with normal school operation.

Article 3: Board Rights

3.1 It is herein agreed, that except as specifically and directly modified by the express language in a specific provision of this Agreement or otherwise mutually agreed to, in writing, between the parties, all management functions and responsibilities, including the determination of educational policy, the operation and management of the school, and the control, supervision and direction of the staff are vested exclusively in the Board. By way of example, these rights include, but shall not be limited to, the sole discretion and authority to:

(a) establish the curricula, methodology and standard for teaching;
(b) plan, direct, schedule, assign, transfer and control work assignments and duties;
(c) establish evaluation criteria and processes;
(d) establish and modify the schedules for and length of the work year, school year and work day of employees and layoff employees;
(e) establish and modify payroll schedules and methods for recording employee attendance and punctuality;
(f) determine the means, methods, processes, materials and equipment necessary to deliver the services provided by the District, including the

subcontracting of bargaining unit work, however no layoffs will occur as a result of subcontracting;

(g) create, revise, and eliminate positions;
(h) to hire, transfer, promote and demote employees;
(i) discipline, suspend, discharge and not re-employ employees subject to the provisions of this Agreement;
(j) establish, modify, implement and enforce District policies, and personnel rules and regulations not in conflict with the terms of this Agreement; and
(k) to take such other action as it deems necessary to maintain the efficiency of the District's operations.

3.2 The Board's exercise of any retained right or function in 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.

3.3 It is understood that the Board may carry out its functions and responsibilities through the Superintendent and his or her staff, as well as other managers, supervisors and the Principal.

Article 4: Negotiation Procedure

4.1 Negotiation procedure will be consistent with VSA Annotated Title 21, Chapter 22.

4.2 All collective bargaining shall be conducted between the School Board and/or its representative(s) and the Association and/or its representative(s).

4.3 On or before October 1 prior to the expiration of this Agreement, either party will submit to the other written notice(s) of its intent to negotiate a successor agreement concerning wages, fringe benefits, and terms and conditions of employment. Actual negotiations will begin no later than November 1st of that year.

4.4 During such negotiations, the School Board and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals.

4.5 Either party may, (if it so desires,) utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

4.6 Any agreement reached shall be reduced to writing and signed by the negotiating teams for the School Boards and the Association and submitted to the Boards and

Association for ratification. The School Board, within thirty days of the signing of this agreement, shall be responsible for providing four copies to the bargaining unit and distributing electronic copies of the agreement to all current bargaining unit members and new hires. In addition, one copy of the agreement shall be available for reference in the Principal's office at Marion Cross School.

Article 5: Vacancies

5.1 When the administration has determined that a vacancy will be filled it shall post notice of vacancies on the SAU70 website and email notices to the association president and Office Assistant. Such notices shall contain the date of posting, and a brief description of the position. The period between posting of a position and closing of applications shall be no less than four days.

Article 6: Reduction in Force

6.1 The rights and benefits of this article are granted exclusively to employees who have completed one or more year of service in the District

6.2 If the Board determines it necessary to decrease the number of staff, eliminate any position or reduce hours in a position, the Board may lay-off the necessary number of staff or reduce their hours, but only in the inverse order of seniority within employee classifications: educational assistant (para-educator), Intensive Special Needs Educational Assistant, office assistant and custodian. In the case of a tie in seniority, the administration will decide whom to retain based on the needs of the district and the documented job qualifications and written job performance of the support staff that are "tied". (e.g. Less senior staff members will be subject to lay-off or reduction in hours before more senior staff members.) A bargaining unit member with low seniority may be passed over in a layoff or reduction circumstance if he/she possesses special skills that are presently needed and uncommon among other bargaining unit members. An example of such skills is sign language for the hearing impaired. The School Administration retains the right to determine assignments while applying the reduction in force procedures. A staff member being laid off who is qualified for another position may displace a staff person in another area or position with less seniority within the District. Under this article, no staff person may be prevented from securing other employment during the period the staff person is laid-off. When a (new) staff position becomes available, laid-off staff members of the district shall be offered re-employment in the inverse order of their having been laid-off, provided that they are qualified to assume the available position(s) in accordance with Article 5, Vacancies. Employees who are to be laid off pursuant to this Article will be given at least twenty (20) calendar day's written notice by the District of the impending reduction in force.

6.3 Recall rights shall remain in effect for fifteen months from the date on which the layoff notice became effective. A recalled staff member's credit for previous years of service in the District shall not be lost as a result of a layoff. Employees who have been laid off, shall retain the right to be recalled to any vacant positions within their job category in reverse order of layoff for a period of fifteen (15) months immediately following the date of the layoff provided the employee is qualified for said position. Notice of recall shall be by certified mail and by electronic mail and forwarded to the employee within ten (10) days of when the vacancy becomes available in the District. Notice shall be sent by certified mail and by electronic mail to the employee's last known address. If the employee does not make himself or herself available to fill the position within fifteen (15) calendar days after the recall notice was sent by the District, he/she shall be deemed to have refused the position and waiver further recall rights under this Agreement.

6.4 The Administration shall prepare a seniority list by November 1 of each year. Support staff shall have the right to challenge their place on this list by serving notice of the challenge directly to the administration within ten (10) calendar days of the list's publication.

Article 7: Disciplinary Procedures

7.1 Right of Representation: A staff member shall at all times be entitled to have a representative of the Association present at any meeting when he/she is being disciplined for any infraction or deficiency in performance unless the Board or its agent determines that the infraction or deficiency warrants immediate discharge or suspension. In all cases not demanding immediate action, the staff member shall be given at least three (3) days' notice of any such meeting. This right of representation shall not apply to oral communication between supervisors and staff members in the regular management of the schools such as suggestions, corrections, directives, or advice. All disciplinary actions shall be consistent with the infraction for which disciplinary action is being applied.

7.2 All suspensions and discharges must be delivered in writing with the reason clearly stated and a copy given to the employee and the Union at the time of suspension or discharge. All written material forming the basis for such disciplinary action will be made available to the staff member and the Association unless dissemination is controlled by statue.

7.3 No disciplinary action or reprimand based upon an employee's conduct of performance shall be made unless a support staff employee has had an opportunity to first discuss with his or her supervisor their conduct or performance giving rise to such disciplinary action or reprimand.

7.4 Disciplinary actions shall normally follow this order, however, discipline may be taken out of order depending on the severity of the infraction:

(a) A verbal warning;
(b) A written warning;
(c) Suspension;
(d) Discharge

7.5 An employee may be discharged for, but not limited to the following reasons:

(a) Misconduct during employment;
(b) Incompetence or inefficiency;
(c) Failure to perform assigned duties;
(d) Disobedience of a supervisor;
(e) Under the influence of alcohol or an illegal drug while on duty;
(f) Failure to observe policies, rules and regulations established by the board and the administration;
(g) Conviction of a felony;

7.6 No employee shall be disciplined or discharged without just cause (see Appendix 1 Guidelines for Just Cause).

7.7 The District agrees that all notices of suspension or discharge shall be hand delivered or sent by certified mail by the Superintendent or his/her designee to the affected employee and the Union representative.

Article 8: Evaluation

8.1 It is recognized by the parties that evaluation of performance is the responsibility of the administration. The employee will be informed of the person responsible for his or her supervision. The supervising staff member will not be a member of this bargaining unit. The administration shall complete evaluation(s) for each support staff employee in accordance with Board Policy GDI. Failure to complete the evaluation prior to the deadline shall result in no evaluation being provided that year. While the administration may delegate preparation of evaluations to teaching staff member who have knowledge of the employee's performance, ultimate responsibility for evaluation shall rest with building administration, and each evaluation shall be signed by a building administrator. The completed evaluation form will become part of the employee's personnel file.

8.2 Support staff employees will be provided with job descriptions on their initial day of work on the job.

8.3 No disciplinary action shall be based solely on the evaluation process.

8.4 Marion Cross School shall have a standard evaluation form to be used for all support staff evaluations in that building. The evaluation form will provide lines

for the signatures of the employee and the building administrator. Each individual shall sign the completed evaluation. The signing of the evaluation by the employee is an acknowledgment by the employee that he/she has been informed of the contents of the evaluation; the signature of the employee does not necessarily indicate that the employee concurs with the evaluation. The employee may attach to his or her evaluation form, a written statement or a copy of the evaluation form as he or she believes it should be completed.

8.5 No material pertaining to a staff member's job performance or behavior will be placed in his/her personnel file unless the staff member has been given a copy of the material and been given an opportunity to sign the material. Signature of the employee does not necessarily indicate that the employee concurs, only that the material has been seen by the employee. The staff member and his/her representative will be allowed access to his/her personnel file.

Article 9: Grievance

ACKNOWLEDGEMENT OF ARBITRATION

IN ACCORDANCE WITH 12 V.S.A. SECTION 5652 (b), THE BOARD AND THE ASSOCIATION UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS AGREEMENT, THE BOARD AND THE ASSOCIATION UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN THIS ARTICLE

9.1 Definition. Any claim by the Association, an employee, or employees that there has been a violation, misinterpretation, or misapplication of the written terms of this Agreement.

9.2 Time Limits/Days. All time limits provided for in this grievance procedure shall consist of those days when school is in session. Between June 1 and September 1, all days shall consist of weekdays (Monday through Friday) exclusive of legal holidays as defined by Title 1 VSA § 371. Time periods specified in this Article may be extended by mutual agreement, in writing, between the grievant and the Superintendent.

9.3 Time Limits/Filing. No grievance shall be given consideration unless it is filed at the appropriate beginning step within twenty (20) days after the grievant has knowledge of the occurrence that gave rise to the grievance.

9.4 Time Limits/Procedure. No grievance shall be entertained except in accordance with the procedures specified in this contract. Failure of the grievant or Association to advance the grievance to the next step of the grievance procedure within the time limits contained in this Article shall render the grievance null and void. Failure of the Board or administration to respond to the grievance within the time limits contained herein shall constitute a denial of the grievance thereby triggering the right of the grievant/Association to pursue the grievance to the next step of the procedure.

9.5 Grievant Representation. In the formal grievance procedure herein provided, the grievant shall at all times be entitled to be represented by representatives of the Association or to appear with the assistance of such representatives except at no time shall the grievant be represented by an administrative official of the school district. The Association and its affiliate, VT-NEA, shall be the sole and exclusive representative of the grievant.

9.6 Informal Resolution. Nothing contained within this grievance procedure shall be construed as limiting the right of an employee to discuss a complaint informally with his/her supervisor to having the dispute adjusted without the intervention of the Association, provided such adjustment is consistent with the terms of this Agreement. Should informal processes fail to resolve the grievance, a formal filing of grievance shall be made in accordance with the procedures detailed herein.

9.7 Procedure Step 1. The grievant shall forward a written copy of the grievance to the Principal, setting forth the specified problem being grieved and stating the redress sought. The Principal shall conduct a meeting with the grievant and Association within seven (7) days of receipt of the grievance and shall provide a written response to the grievant/Association within ten (10) days of said meeting.

9.8 Procedure Step 2. If the grievance is not resolved at Step 1, the grievant may, within seven (7) days of receipt of the Step 1 response, forward a written copy of the grievance to the Superintendent of School indicating the reason for dissatisfaction with the decision of the Principal and stating the redress sought. The Superintendent shall conduct a meeting with the grievant and the Association within ten (10) days of receipt of the grievance and shall provide a written response to the grievant/Association within seven (7) days of said meeting.

9.9 Procedure Step 3. If the grievance is not resolved at Step 2, the grievant may appeal the Superintendent's decisions by filing a written notice of appeal within five (5) days of the date that the Superintendent's response was due. Said appeal must be field in writing with the Chairman of the Board, together with written reason for the grievant's dissatisfaction with Superintendent's decision and remedy sought. Within fifteen (15) days of receipt of the appeal, the Boards shall arrange for a meeting with the grievant to hear the basis of the grievant's dissatisfaction with the Superintendent's response. The grievant may present the

Board with such testimony and witnesses as he deems necessary to develop the fact pertinent to the grievance. Within seven (7) days of said meeting, the Board shall provide a written decision to the grievant, with copies provided to the Association.

9.10 Procedure Step 4. If a grievance is not resolved in Step 3, the Association may , within twenty (20) days of the deadline for receipt of the Board's decision, demand binding arbitration of the grievance. Such demand shall be in writing and sent to the Superintendent and shall include the reasons for the greivant's dissatisfaction with the Board's decisions and remedy sought. The arbitrator shall be determined by mutual agreement between the Board and the Association. Should the parties be unable to agree upon the selection of an arbitrator within ten (10) days after the date of demand for arbitration, the Association shall file its request for arbitration with the American Arbitration Association ("AAA") pursuant to AAA's Voluntarily Rules. If the grievance is not submitted to the AAA within (20) days of being submitted to the Superintendent, the grievance shall be considered withdrawn.

9.11 The arbitrator's authority shall be limited to interpreting and applying the terms of this Agreement and he/she shall have no power to add to, subtract from, alter, disregard or modify any such provisions. The arbitrator shall be limited to the issues raised by the parties.

9.12 The expenses of the arbitrator's services shall be borne equally by the Board and the Association; however, each party shall be responsible for compensating its own representative and witnesses. If either party desires a transcript of the arbitration then that party shall bear the full cost of said transcript, including the cost of providing a copy to the other party.

9.13 Step By-Pass. Provided that the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be by-passed and the grievance brought directly to the next step.

9.14 Cooperation. The Board and the Association will cooperate in the investigation of any grievance, and they will furnish to one another such reasonable information as is necessary for the processing of a grievance.

9.15 Processing. Under no circumstances shall the Association involve students who are minors in the investigation, processing, or hearing a grievance unless prior written consent from a parent or guardian is filed with the Superintendent at least twenty-four (24) hours before such involvement.

9.16 A grievance may be withdrawn or settled at any level without establishing precedent.

9.17 Neither the Board nor the Association will take any reprisals against any person because of his/her participation, or refusal to participate, in this grievance procedure.

Article 10: Insurance

10.1 Insurance. The District agrees to provide all insurance coverage for employees as set forth in this Agreement, subject to the eligibility requirements of the individual insurance carrier unless such eligibility requirements are modified by the terms of this Agreement. The District shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such a claim; further, the District shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional service pursuant to the insurance coverage set forth in this Agreement. By mutual agreement, the District and the Association may elect to change the insurance carrier or plan noted herein during the life of this Agreement. In the event that a employee's spouse or civil union partner is employed by the District, the District will be obligated to provide only one insurance plan for the spouses or civil union partners as a unit (e.g., two-person or family plan).

A. Health Insurance & Related Health Benefits.

1. Commission on Public School Employee Health Benefits Commission. The Board shall provide employees health insurance and related benefits as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §2101-2108.
2. Grievance. Notwithstanding any other provisions of this Agreement, including Article 9, Grievance Procedure, any dispute or claim alleging that there has been a violation, misinterpretation or misapplication of the terms of the arbitration award and/or health insurance and benefits as required by the Commission on Public School Employee Health Benefits, shall be referred to the Commission for resolution. The Commission on Public School Employees Health Benefits shall have exclusive jurisdiction regarding any such dispute or claim regarding the provisions of health insurance or related health benefits.

(a) Effective July 1, 2020, 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 document incorporating the terms of the statewide health insurance bargaining.

(b) By law, the terms of the agreement incorporating all matters agreed to in negotiation by the Commission on Public School Employee Health Benefits are incorporated by reference into this Agreement. Printed at the end of this Agreement, located in Appendix 3, is a terms and conditions document from the Commission on Public School Employee Health Benefits. This terms and conditions document is included only for the convenience of the parties hereto as a reference; it was not bargained or agreed to by the parties to this Agreement and for the purposes of this Agreement shall apply to members of the bargaining unit only and it is subject to change in subsequent state-wide bargaining between the Commission on Public School Employee Health Benefits. The terms and conditions document in Appendix 3 will automatically be considered amended to the extent necessary for full compliance with subsequent changes to such state-wide health insurance and related benefits terms and conditions.

(c) District and employee premium contributions will be as determined by the Commission on Public School Employee Health Benefits. Employee shall pay any difference in the premium cost through automatic payroll deduction.

(d) Effective July 1, 2023 through December 31, 2023: Health Reimbursement Arrangement: The District shall offer an integrated Health Reimbursement Arrangement ("HRA"), including both RX (prescription) and medical expenses to employees enrolled in one of the VEHI Plans. The HRA shall cover all medical deductibles, co-insurance, copays, and RX costs ("medical expenses").

10.3 Flex Benefit Plan. Employees eligible for health insurance are also eligible for the Section 125 Flexible Spending Plan. This requires an annual enrollment and is optional.

10.4 Medical Insurance Buy-back. Support Staff personnel who work at least thirty (30) hours per week and choose not to accept the medical insurance benefit, will receive a payment of up to five hundred dollars ($500.00) per year. A continuing employee must declare his/her intent to decline participation in the district's health insurance plan by July 1st of each contract year. If the employee finds that he/she must return to the district's health insurance plan, (1) the employee must satisfy the health insurance provider's re-entry requirements, if any; and, (2) the amount of the Medical Insurance Buy-back will be pro-rated. Pro-ration will be calculated by counting the number of months that the employee is actually "on" the district's health insurance plan and dividing that number by twelve. If the return to the district's health insurance happened prior to the December payment, the amount of the Medical Insurance Buy-back will be reduced by the pro-ration. If the return to the district's health insurance happens after the December payment, the employee will repay excess Medical Insurance Buy-back to the district. If the employee terminates employment mid-year, the reimbursement to the District shall be pro-rated.

10.5 Life Insurance and Long Term Disability Insurance:

(a) Life & AD&D Insurance: The District provides a $50,000 term life and AD&D insurance benefit to all employees who work 20 hours per week or more. Anyone hired prior to July 1, 2019 whose hours for the 2018-19 school year fell between 17.5 and 20 hours, will be grandfathered.
(b) Disability Insurance: The District shall provide employees working twenty (20) or more hours per week coverage under a long-term disability insurance plan pursuant to the regulations, terms and conditions of the insurance carrier. Said plan shall provide an eligible employee, on a monthly basis, with either sixty percent (60%) of said employee's wages or twenty-five hundred dollars ($2,500.00), whichever is less. Said disability plan shall have a sixty (60) calendar day elimination period and will provide benefits to age sixty-seven (67). Each eligible employee shall apply for LTD coverage at the earliest possible time allowed by the carrier (i.e., so that he benefit will commence at the completion of the 60-day elimination period) and shall utilize this coverage as soon as benefits are authorized by the carrier. An employee shall not receive paid leave time once eligible for LTD benefits. An employee who is determined eligible for disability benefits will be considered an employee of the district for the remainder of the contract year that he or she became disabled and for one full contract year thereafter.
(c) The district will pay the premium cost for these benefits for eligible employees.

10.6 Workers Compensation. When an employee receives Workers' Compensation benefits, he/she shall also use his/her accumulated sick leave to offset the difference between the Workers' Compensation benefits and his/her full salary. This shall be accomplished by the employee endorsing Workers' Compensation benefit checks over to the District, including those received during all holiday and vacation periods (including summer vacation); the District will then pay the employee his/her full wages and deduct 1/3 of a sick day from the employee's accumulation for each school day of absence. The Board shall also continue to pay its share of all insurance benefits provided by the Agreement until the employee's sick leave is exhausted. Accumulated sick leave does not include additional sick leave for the new contract year. The Board may elect to stop payment of sick leave wages until receipt of Workers' Compensation benefits from the employee. The Board may grant unpaid leave of absence upon request of the employee.

Article 11: Deductions

11.1 The District agrees to deduct from employees' salaries, payment for dues for the Association, Vermont-NEA, N.E.A. that employees individually and voluntarily authorize. Money shall be transmitted to the treasurer of the Association in

accordance with the schedule established for members of the teachers' bargaining unit, and the Association shall disburse such monies to the appropriate Association or Associations. Authorizations shall be in writing and continues from year-to-year as long as a person remains employed by the District unless he notified the Board and the Association in writing by October 1 that he wishes to withdraw his authorization for dues deduction for the upcoming school year. The Association shall have full responsibility for notifying the District of the amounts for each membership year. The District shall cause such amounts to be deducted in substantially equal installments throughout the school year. The Association shall have the full responsibility for notifying the District in advance of any changes in the dues deductions. For persons who join the Association after start of the school year, the same practice fore dues deductions shall be employed as is used for teachers.

11.2 The District agrees to administer payroll deductions to the extent the existing District computer system is able to accommodate such requests, for such items as United Way, credit unions, tax sheltered annuities, computer purchases, and insurance premiums. The District also agrees to administer payroll deductions for medical and dependent care reimbursement accounts.

Article 12: Hours of Work and Overtime

Educational and Office Assistants:

12.1 Employees shall be compensated for all hours worked. Two paid in service days will be used for Support Staff additional training. One will be held during the August workshop days before the new school year begins and the second will be chosen by administration in consultation with support staff based on planned content's relevance to support staff.

12.2 (a) In accordance with applicable law, employees who are required to work through a lunch break or have a lunch break of less than thirty (30) minutes will be paid for the break time. Support staff who have a duty-free lunch or have a break of thirty minutes or more will not be paid for their lunch break.

(b) Intensive Special Needs Educational Assistants shall be provided time to plan and prepare for adapting curriculum, developing materials, individual instruction and team preparation and planning. The District will make a reasonable effort to provide INEAs with forty-five (45) minutes each week for this purpose.

(c) Pre-Kindergarten Educational Assistants shall be provided time to clean the classroom and materials daily. The District will make a reasonable effort to provide Pre-K EAs with ten (10) minutes each day for this purpose.

12.3 Employees who are required to work overtime shall be compensated at the rate of one and one-half (1 ½) times the employee's normal hourly rate~~d~~ for all overtime worked in excess of forty (40) hours per week. In calculating hours worked for overtime purposes, only time actually worked shall be counted.

12.4 School year employees will be paid in twenty-one biweekly installments beginning with the first School District payday after the employee commences employment for the year. The District will estimate the total amount ~~of~~ the employee should earn during the course of the year and divide that amount by twenty-one (21). Unpaid leaves shall be reported each pay period, and an appropriate amount will be deducted from that biweekly paycheck.

12.5 Employees will be paid via electronic deposit into the banking institution of his/her choice. Employees may request a paper check.

Custodians:

12.6 The normal workweek for full time custodians shall consist of five (5) consecutive days at straight time pay. Actual hours worked and holiday time will constitute "time worked" for the purpose of determining the time worked in excess of the forty (40) hours per week required to establish eligibility for overtime compensation. The normal workday will consist of up to eight (8) hours of work in any one-day at straight time pay, including a half hour paid lunch break. Employees will be expected to be available for call duty during their one half hour lunch break.

(a) First shift hours will normally begin no earlier than 5:30 a.m. and normally end no later than 5:00 p.m.
(b) Second shift hours will normally begin no earlier than 1:00 p.m. and normally end no later than 2:00 a.m.
(c) Third shift hours will normally begin no earlier than 10:00 p.m. and normally end no later than 9:00 a.m.

12.7 Employees are expected to work a reasonable amount of overtime as requested. In the event that all employees refuse such overtime, the employee with the least seniority must work that time. The intent of this section is to establish a rotation of assigned overtime, in reverse order of seniority, so that no one employee shall be required to perform overtime work more frequently than any other employee. Nothing in this understanding will preclude an employee from accepting multiple frequent overtime assignments on a voluntary basis. Only after regular full-time employees have been offered overtime shall probationary employees be afforded such opportunity. It is understood that, in the event no regular full-time employees accept the overtime, the least senior person will be a regular full-time employee, not the probationary employee.

12.8 Employees who have left their place of employment and are recalled to work prior to the next normal shift will be paid portal to portal.

12.9 Employees required to work on Saturdays outside their regular workweek, shall be compensated at the rate of time and a half their regular rate of pay. Employees required to work on Sundays or holidays, outside of their regular work week, shall be compensated at the rate of double time their regular rate of pay.

12.10 Emergency work. Employees shall make themselves available during the course of emergencies. Deliberate refusal without justification may result in disciplinary action.

12.11 In no event shall duplication or pyramiding of overtime or premium rates be permissible. When the particular work falls within two (2) or more overtime or other premium classifications, only the highest applicable single overtime or other premium rate shall be paid.

12.12 Longevity for all Support Staff: Longevity Payments are made in December of each year.

After completion of 5 years up to 10 years of service:	$350
After completion of 10 years up to 15 years of service:	$500
After completion of 15 years up to 20 years of service:	$800
After completion of 20 years of service:	$1,000

12.13 Custodians will receive a $0.50 shift differential for working the evening shift, with the rate remaining the same during vacation weeks and summers when shifts change over to day shift.

12.14 The District shall purchase five (5) sets of uniforms for each permanent custodian. Each employee shall wear his/her uniform while on duty for the School District. Each employee shall keep his/her uniform clean and in good repair. Each employee is responsible for his/her uniform. In August of each year, uniforms for custodians will be replaced as needed, not to exceed five uniforms per year. The District shall provide t-shirts as a part of the uniform. If an employee resigns or is dismissed, he/she will return all uniforms to the office of the Director of Plant.

12.15 The School District will pay up to $150 per year to each custodian for the purchase of appropriate work shoes. These shoes shall be specifically approved by the School District and shall be worn at all times when an employee is on duty.

12.16 The Board acknowledges the importance of maintaining a healthy indoor air quality and temperature for the well-being of its Employees. The Board shall take reasonable measures to ensure a clean and safe working environment.

Article 13: Leaves

Use of all leave time shall be recorded as actual time taken. Employees earning time shall accrue time on a pro-rated basis aligned with their normally scheduled hours. Anyone being hired mid-year will have benefits pro-rated based on hire date.

Civil Unions. In accordance with the provisions of 15 V.S.A. Chapter 23 and 18 V.S.A. Chapter 106, a party to a civil union shall be included in any definition or use of the terms "spouse", "family", "dependent", "next of kin", and other terms that denote a spousal or familial relationship as those terms are used in the leave provisions of this Agreement.

13.1 Bereavement Leave. Support staff are entitled up to three (3) days of paid bereavement leave for each instance of death of the employee's spouse, partner, children, stepchildren, parents, grandparents, grandchildren, stepparents and siblings; or children, stepchildren, parents, grandparents, grandchildren, stepparents, and siblings of the employee's spouse. The Superintendent may grant bereavement leave to accommodate unusual or unforeseen circumstances requiring the employee's absence from work. Bereavement leave may be extended at the discretion of the Superintendent.

13.2 Family Medical Leave Act. To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the Federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA"). Leave pursuant to each of these acts shall be provided according to the Board's policies and practices. Pursuant to each of these acts shall be provided according to the Board's policies and practices. Pursuant to these policies and practices, whenever an employee is entitled to an/or granted paid or unpaid leave pursuant to the terms of this Agreement and the employee is also entitled to leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to this Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. Also, FMLA/PFLA leave will be provided concurrent with Worker's Compensation benefits where concurrent entitlement exists. All other matters regarding the administration of leave provided pursuant to the FMLA and PFLA shall be as provided by the District's policies and practices.

13.3 Holidays. All calendar year support staff shall be entitled to twelve paid holidays during the calendar year. These holidays are: New Year's Day, Martin Luther King/Civil Rights Day, President's Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day (when school is not in session in which case a floating holiday), Veteran's Day, Thanksgiving (two days) and Christmas (two days).

All school year support staff shall be entitled to eight paid holidays during the school year. These holidays are: Labor Day, Veterans Day Thanksgiving and the

day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King/Civil Rights Day and Memorial Day.

In order to receive holiday pay for the aforementioned days, the day must fall on the employees normally scheduled work calendar.

13.4 Jury Duty. All members of the support staff summoned to jury duty are entitled to jury duty leave for the period required to perform this duty.

Immediately upon receipt of jury duty notice, the employee shall notify the Superintendent. During the period of such required jury duty, the employee shall be paid that portion of his/her wages, which, together with jury duty compensation, will equal the usual wages for the same period.

13.5 Leave of Absence. The Superintendent, at his/her sole discretion, may grant extended leaves of absence without pay for up to one year. Upon return from a leave of absence, the employee will be placed in the same or comparable position for which the employee is qualified. The employee will be entitled to the same benefits she/he had accrued at the commencement of leave. The employee must notify the employer in writing by February 1 concerning her/his intention to return.

Any employee who has worked in the District for 10 consecutive years with no intervening leaves of absence shall be granted, upon notification by April 15, a leave for up to but nor more than one year with the understanding that the employee must notify the employer in writing by February 1 concerning her/his intention to return.

13.6 Military Leave. The District shall provide such leave as is required by federal and state law when an employee serves in the armed forces of the United States of America.

13.7 Personal Leave. Employees shall be allowed up to five (5) days leave per year (non-accumulative) for the conduct of urgent or personal business which could not otherwise be arranged outside of normal working hours. Upon prior notification of two (2) days to the Principal, employees may be allowed to utilize personal days for non-emergency reasons as long as the educational programming is not affected.

In the case of an emergency, as soon as possible after each occurrence, the employee shall submit a signed statement indicating the nature of the emergency to the Superintendent or his/her designee requesting that the days taken are to be charged against the employee's personal leave days. Personal leave may not be taken contiguous with school holidays or on any workshop days without the disclosure of a compelling reason and approval of the Principal. The Superintendent in his or her sole discretion may grant additional personal leave

days. Part-time employees shall be entitled to leave in proportion to the fraction of time worked.

13.8 Sick Leave.

(a) Sick Leave – Support staff shall be entitled to paid leave for absences due to personal illness and disability, including disabilities connected with or resulting from pregnancy, as set forth herein. Leave shall be granted to each support employee at the rate of one day of sick leave per month per employment. Sick leave shall become available at the inception of each school year and may be accumulated to a total number of one hundred (100) days. Part-time employees shall be entitled to sick leave in proportion to the fraction of time worked. The Superintendent, at his or her discretion, may require any employee to submit medical evidence substantiating the employee's need to be absent from work.

(b) Family Sick Leave – Up to five (5) days of an employee's personal sick leave may be utilized by the employee to attend to the illness of the employee's spouse, parent, parent of the employee's spouse, children or member of the employee's household. Additional leave may be taken in accordance with provisions of the FMLA; however, the five (5) days allowed above shall be considered as part of the district's total obligation under the FMLA.

13.9 Sick Bank.

(a) A sick bank may be created with employees donating one of his/her sick leave days per year from their accumulated total no later than October 1st). The sick bank will be capped at one hundred (100) days, and not more than one hundred (100) total days shall be used in any one school year. Should the sick bank be exhausted during the course of the school year, employees may donate again on the next cycle beginning on July 1 and running through June 30th.

(b) A member of the support staff must have exhausted all of his/her available paid leave, and must be a current contributing member of sick bank in order to apply to draw days from bank.

(c) A member of the support staff who is or may be eligible for coverage under the district's long-term disability ("LTD") insurance plan shall make a timely application for coverage. A member of the support staff may not receive or use more leave from the sick leave bank than is necessary for the support staff member to meet the eligibility requirements for the LTD plan. No one shall be entitled to receive disability benefits and sick leave benefits at the same time.

(d) The sick bank is available only to support staff who have experienced serious illness or injuries, and is not available for short term absences. Any member on sick leave due to illness in the immediate family shall not be eligible to receive sick leave bank days. Surgeries, which are not deemed medically necessary by a physician, will not be eligible for sick bank days.

(e) The sick bank will be administered by a committee consisting of the Superintendent of Schools, the President of the support staff bargaining unit

and the Human Resources Coordinator. Decisions will be made in accordance with FMLA regulations and will require medical certification.

13.10 Vacations. Calendar year support staff shall become eligible for paid vacation time as follows:

(a) Two weeks annually in each of the first three years worked in the school district.
(b) Three weeks annually upon completion of three consecutive years of service in the school district.
(c) Four weeks annually upon completion of ten consecutive years in the school district.

Vacation leave is non-accumulative and must be taken during the year between September 1 and August 31. In the initial ten months of employment, the employee shall be eligible for a paid vacation at the rate of one day per month of service following the fourth month of continuous employment. Vacations shall be taken at a time mutually agreeable to the employee and the employee's supervisor.

13.11 Vacation Leave Credit. Support staff personal who are transferred from school year positions to full calendar year positions shall receive one year's credit for each full school year of service to the District provided that the service was for thirty hours or more per week. Service between twenty and thirty hours per week shall be credited at 5/12ths of a year for each full school year of service.

Article 14: Compensation

14.1 **Wage Rates:**

Hourly wage rates effective July 1, 2025 will be adjusted according to the new wage schedule including "Track 1" (Educational Assistants) and "Track 2" (Pre-Kindergarten Educational Assistants). Track 2 will receive wages that are 5.5% higher than those on Track 1. The new wage schedule is shown in the attached Appendix 2. For 2025-2026, a 5% increase will be added to the wage scale plus one step. All wage schedules can be found in Appendix 2.

The Administration shall provide the Norwich Education Association a listing of wage rates for all Bargaining Unit Members by October 1 of the school year. On request, the Administration shall provide Norwich Education Association wage rate information for any Bargaining Unit Members hired after October 1 of the school year. A one-time Salary Adjustment to mitigate (health insurance) deductible risk will be paid to individuals listed on the Board Census dated Oct 16: Census FY18 in the amounts referenced. The adjustment will be paid in accordance with the biweekly salary schedule and will be issued separate from the

regular salary amount. It will not be subject to increase and persons receiving the adjustment must be actively participating in the districts' health insurance on the level as listed in the census.

14.2 Placement on Wage Schedule:

In all cases of placement on the wage scale, the determination of "credibility" of previous work experience is to be made by the Superintendent or her/his designee.

New Hires:

Placement of new employees on the wage schedule shall be based on education, technical training and relevant years of experience. Associate's Degrees or Technical Certificates is valued at 2 steps, Bachelor's Degree is valued at 4 steps, and Master's Degree is valued at 5 steps. Relevant prior years of experience will be recognized at 50%. Existing bargaining unit members will be placed on the wage schedule consistent with this language.

Rehire:

The rights and benefits of this article are granted exclusively to employees who have completed two or more years of relevant service in the District and left the position in good standing. The rehired (returning) employee will be placed on the wage scale according to his/her years of previous service in the District. (Example: employee worked for the District for seven years, resigned, returned two year later; placement on the wage scale will be step 7). Seniority of rehired employee will be based on the date of the most recent hire.

14.3 Intensive Special Needs Differential. An additional differential of up to twenty-five (25%) will be added to the hourly rate for educational assistants who accept assignments working one-on-one with students with intensive special needs; for example: combative students, students with behavior problems, student who require competence in sign language, or medical assistance such as toileting, hypodermic injections, or catheterizations, or students with severe autism, as determined by the Director of Special Services. Such determination may be appealed using the grievance procedure. Grievances under this provision shall not proceed beyond Step 2 of the Article 9. Educational assistants subbing for an INEA will be eligible for the same rate of pay on the EA schedule with a 25% differential. Educational assistants already being paid at grade 5 are not eligible for this differential.

14.4 Substitute Differential. A differential of fifty percent (50%) will be added to the hourly rate for educational assistants who substitute for an absent teacher. Substitutions of less than one half-hour time will not be eligible for this differential. A time sheet must be submitted by the employee to request payment of the substitute differential.

14.5 Good Faith Errors. The Board and the Association agree that when a good faith error is made in the placement or compensation of a bargaining unit member, the error will be corrected.

14.6 Retirement. All school year support employees who work thirty (30) hours per week or more are required to enroll in the Vermont Municipal Employees Retirement System. Under Vermont State Law participation is mandatory and a condition of employment. Full-year support staff (office and service) working twenty-four hours per week are required to enroll. All employees are eligible to participate in the District's Tax Sheltered Annuity Program 403(b). Participation is voluntary and a Salary Reduction Agreement must be completed.

14.7 Uniforms. All employees required by the District to wear uniforms will receive uniforms at no cost to the employee.

14.8 Transfers. An employee who transfers between any of the four schools in SAU 70, providing they are in good standing, will be placed at the same step on the pay scale as they would otherwise be eligible for prior to their transfer and will retain all rights of seniority.

14.9 Notification of Continued Employment
School year support staff who will be continued into the subsequent school year will receive a letter of reasonable assurance for the upcoming school year by June 1. Specifics for individual assignments will be provided by the last day of school.

Article 15: Staff Development

15.1 All support staff shall be able to apply for Staff Development Funds through the staff development activity approval process of the Principal. Staff may individually apply for up to $350.00 in staff development funds per year. Substitute pay will be paid for by the District.

15.2 With at least five days advance notice the Principal may grant support staff up to three (3) professional leave days in any given school year. The Principal in his/her sole discretion may grant additional professional leave days. The district will pay for substitute pay.

Article 16: Severability

16.1 If any provisions of the Agreement or any application thereof to any Employee or group of Employees is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and

effect. The parties will meet no later than thirty (30) days after such holding to renegotiate the provision or provisions affected.

Article 17: Notification

17.1 Any formal notice, excluding grievance procedure notification and reduction in force notification, required to be given by one party to the other under the terms of this contract may be delivered by registered or certified mail or given in person as conditions so warrant. If given by the Board, said notice shall be sent to the President of the Association, and if given by the Association, said notice shall be sent to the Chair of the Board, c/o Superintendent of Schools.

So as to allow easy access to all employees, this agreement will be posted on the Districts website.

Article 18: Duration

18.1 The Board and the Association agree on a one-year agreement, 2025-2026.

By: _____ 5/6/25
For the Association Date

By C. _____ 5/7/25
For the Board Date

Appendix 1: Guideline for Just Cause

1. Notice: Did the administration give the employee advance notice of disciplinary consequences for the employee's misconduct?

2. Reasonable Rule or Order: Is the administration's rule or directive reasonable for the safe and efficient conduct of its business? Is it reasonable for the administration to expect this conduct of the employee?

3. Investigation: Did the administration conduct and investigation – before administering discipline – to determine whether in fact the employee had violated a rule, policy, order or other of the administration?

4. Fair Investigation: Was the administration's investigation fair, impartial, and objective?

5. Proof: What type of evidence or proof was collected during the administration's investigation (circumstantial, direct, other), and what the amount of evidence substantial, for the administration to determine the employee was guiltily of the charge?

6. Equal Treatment: Has the administration dealt with its rules, policies, directives, etc., equitably and without discrimination?

7. Penalty: Was the administration's type and degree of discipline reasonable for the seriousness of the employee's proven misconduct and the performance/service records of the employee during his/her employment?

Appendix 2: Wage Schedules
Support Staff Salary Scale

Steps are 2.50% in between

Grade	2025-26 (Start) 0	1	2	3	4	5	6	7	8	9	10
1	18.55	19.02	19.49	19.97	20.48	20.99	21.51	22.05	22.60	23.16	23.74
2	19.57	20.06	20.56	21.07	21.60	22.14	22.70	23.26	23.84	24.44	25.05
3	20.63	21.15	21.67	22.22	22.76	23.34	23.92	24.52	25.14	25.76	26.41
4	23.09	23.68	24.27	24.86	25.49	26.12	26.79	27.45	28.14	28.84	29.56
5	23.18	23.77	24.37	24.97	25.59	26.24	26.89	27.56	28.26	28.96	29.68

Grades

1 Educational Assistant
2 Pre-K Educational Assistant [beginning July 1, 2025]
3 Custodian
4 Custodian Lead
5 Intensive Special Needs Educational Assistant – beginning July 1, 2022

For each year of the agreement, Custodians working the "second shift" shall have a second shift differential of $0.50 added to their regular earnings.

New employees will not be placed on the Wage Schedule at a step greater than an existing employee with the same experience.