

**AGREEMENT
BETWEEN THE**

BELLOWS FALLS UNION HIGH SCHOOL BOARD NO. 27,
WINDHAM NORTHEAST SUPERVISORY UNION BOARD NO. 47,

ROCKINGHAM TOWN SCHOOL BOARD,
WESTMINSTER TOWN SCHOOL BOARD

and the

ATHENS GRAFTON SCHOOL DISTRICT

and the

WINDHAM NORTHEAST EDUCATION ASSOCIATION

STAFF AGREEMENT

Effective: July 1, 2025 —June 30, 2028

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ACKNOWLEDGEMENT OF ARBITRATION

Although certain provisions of this Agreement are expressly excluded from arbitration, the Board and the Association understand this Agreement contains an agreement to arbitrate. After signing this Agreement, the parties 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.

AGREEMENT

This Agreement is made and entered into by and between the Boards of School Directors of the Bellows Falls Union High School #27, the Town of Rockingham, the Town of Westminster, the Athens Grafton School District, and the Windham Northeast Supervisory Union, hereafter the "Board," and the Windham Northeast Education Association, Vermont-NEA/NEA, hereafter the "Association."

ARTICLE 1 RECOGNITION

1.1 The Board hereby recognizes the Association as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, pursuant to Title 21, Sections 1721-1734, of the Vermont Statutes Annotated. The bargaining unit consists of secretarial, paraprofessional, and custodial employees of the Board, and the positions of Speech/Language Pathology Assistant and Certified Occupational Therapy Assistant in accordance with the Orders of Certification of the Vermont Labor Relations Board, Docket Number 80-25.

1.2 The term "employee" as used in this Agreement applies to all individuals occupying classifications of work covered by this Agreement, but excludes part-time employees working less than twenty hours per week, temporary employees working less than sixty days per year, and supervisors, as defined in Title 21, Sections 1721-1734, of the Vermont Statutes Annotated.

ARTICLE 2 ASSOCIATION AND BOARD ACTIVITIES

2.1 Neither the Board nor the Association shall intimidate, coerce, or discriminate against any employee in the bargaining unit by reason of their membership or non-membership in the Association or participation in any of the Association's lawful activities.

2.2 The Association, its officers, and members, during their unassigned time, shall be free to conduct business on the school premises provided such activities do not interfere with the instruction or supervision of students or the orderly operation of the school.

2.3 It is herein agreed that the Board and the Association retain all rights, obligations, and powers that each has or may hereinafter be granted by law, and may exercise such at their discretion except as otherwise specifically provided in writing in the Agreement.

2.4 The Board recognizes the right of the Association to designate a Building Representative from within the bargaining unit for each school building to handle such Association business as may from time to time be delegated to them by the Association. A list of Building Representatives shall be given to the Superintendent annually.

The Association may remove and replace a Building Representative at any time, provided, however, that the Association informs the Superintendent, in writing, of the designation of a new Building Representative within twenty-four (24) hours of their designation. Building Representatives shall be free to engage in the processing of grievances during the work day provided such activities do not interfere with the instruction or supervision of students or the orderly operation of the school.

2.5 An employee who elects to join the Association shall sign and deliver to the Superintendent the Association Dues Authorization and Assignment Form set forth in Appendix C, authorizing payroll deduction of Association dues. Authorizations shall be continuous from year to year until the employee leaves the school district, leaves the bargaining unit, or withdraws said authorization for the next school year. A withdrawal for the next school year shall be made, in writing, to the Superintendent on or before July 1 of any school year. Pursuant to such authorizations, the Board will deduct said dues in eighteen (18) substantially equal installments from each paycheck for the school year. Authorizations from newly hired employees shall be submitted to the Superintendent, and deductions shall be made in substantially equal amounts from each remaining paycheck from which dues are deducted. The money deducted, with a record of deductions, shall be transmitted on a monthly basis to the Association. Any change in the amount of membership dues shall be certified by the Association to the Board annually, no later than August 1 to be effective "for the school year."

2.6 The Association agrees to indemnify the Board against any and all claims, costs, and attorney's fees incurred by it as a result of actual or threatened litigation arising out of its compliance with provisions of Section 2.5.

2.7 An employee shall not lose compensation for participation in any mutually agreed upon meeting between the Association and the Board for the purposes of arbitration, negotiations, mediation or fact finding, or for subpoenaed legal proceedings before any judicial, quasi-judicial, or administrative tribunal.

ARTICLE 3

EMPLOYMENT AND LAYOFF

3.1 A designated representative of the Association shall be informed, in writing, of all unit vacancies by the Superintendent as they become officially known. Vacancy notices shall be posted internally before they are publicly posted. Current employees will receive first consideration in the selection process.

3.2 The Board will notify the Association of the creation of new positions within the district. The Association, upon request, will be provided with relevant information as to the position, and it will have the opportunity to meet with the Superintendent and/or the Board to discuss whether the position is to be included in this bargaining unit. Any dispute as to placement of positions in the bargaining unit will be negotiated or submitted to the Vermont Labor Relations Board, at the option of the Association, but the Board may fill the position and set its initial wages, hours, benefits, and working conditions. If it is agreed or determined that the position is within this bargaining unit, the parties will meet to negotiate the wages, hours, benefits, and working condition of the position. If no agreement is reached, the dispute will be reserved for the next general negotiations unless more than two years remain in the contract term, in which case these matters may be submitted to arbitration. The arbitrator's award, if any, shall not be retroactive.

3.3 A new employee shall be a probationary employee for one (1) year from their date of hire and may be discharged within that period at the sole discretion of the Superintendent without recourse on the part of the discharged employee or the Association. Such discharge shall not be the subject of a grievance pursuant to the provisions of Article 6 of this Agreement.

3.4 (a) The seniority of each employee covered by this Agreement shall be computed from the date on which the employee began their last period of continuous employment. If two or more employees shall have the same hire date, seniority among such employees shall be determined by the Association after notice, and a seniority roster among such employees shall be transmitted to the District within twenty (20) calendar days of such notice. If the Association shall fail to so notify the District within that time period, the Superintendent shall determine the seniority among such employees, and shall notify the Association of their determination. The seniority among such employees, as so determined by the Superintendent, shall be final and binding on the Association and the employees involved.

(b) An employee's seniority is applicable only within the job classification in which they are employed. An employee's seniority shall cease upon termination of employment and they shall lose all seniority rights. A laid-off employee retains the right of recall as defined in this Agreement.

3.5 There shall be the following distinct seniority groups for the purpose of layoff and recall:

- a. Bellows Falls Union High School District,
- b. Rockingham Town School District,
- c. Westminster Town School District,
- d. Athens Grafton School District,
- e. Windham Northeast Supervisory Union public school district assigned employees.

All paraprofessionals shall be considered employees of the Windham Northeast Supervisory Union for purposes of seniority only, regardless of their actual employing entity. Seniority rights applicable to and exercised by an employee under this Article shall be limited to the seniority group in which the employee is employed.

3.6 When in the sole and exclusive judgement of the Board it becomes necessary to layoff an employee or a number of employees, the employee or employees to be laid off shall be determined on the basis of seniority by job classification within the school district, provided the less senior employee to be laid off doesn't have special qualifications that are necessary for their position and those special qualifications are not available elsewhere in the job classification, and further provided that in each job classification an employee who has served a disciplinary suspension within the six (6) month period prior to the date of the notice of layoff for reasons described in Article 5 of this Agreement shall be the first to be laid off. If more than one employee has served a disciplinary suspension, then seniority shall be used to determine which employee is to be laid off.

3.7 Employees to be laid off shall be notified in writing at least thirty (30) workdays prior to the effective date of the layoff. An employee shall be recalled to an open position within the job classification in which they were laid off if they are qualified. In the event that more than one qualified employee is on layoff and subject to recall, the more senior employee(s) shall be recalled. Employees on layoff will be recalled in reverse order of layoff in each job classification.

3.8 In the event an employee is to be offered recall, such recall shall be subject to the condition that the employee has maintained their current address in the office of the Superintendent of Schools, and provided that upon written notice by certified mail from the Superintendent, stating the availability of the position, the employee shall, within fifteen (15) calendar days of the date of mailing of the notice, inform the Superintendent, in writing, by certified mail or in person of their acceptance of the offer. An employee so re-hired shall be entitled to their previously accrued benefits earned prior to the effective date of layoff. An employee's right to recall after layoff shall not expire until the expiration of two years from the date of layoff.

3.9 In the event an employee transfers from one job classification to another job classification in the same employing district, or the same job classification in a different school district within the Windham Northeast Supervisory Union, the employee shall retain any previously accrued work experience credit, seniority, accumulated sick leave, or other benefits that were earned in the previous school district.

3.10 If any special education paraprofessional (a) employed by any School District is transferred and subsequently employed by the Supervisory Union or (b) employed by the Supervisory Union is transferred and subsequently employed by any School District, they shall not suffer a loss of salary, benefits, seniority, or any other contractual benefit that was available to them prior to such transfer. If a special education paraprofessional is laid off prior to any such transfer, their recall rights for the period set forth in this Agreement shall be assumed by the Supervisory Union or by the School District, as the case may be.

3.11 Employees who are not classified as "Highly Qualified" who are assigned to a position where "Highly Qualified" status is required by law will be transferred to fill a vacant position in the same classification. If a vacant position is not available, the employee will be laid off.

ARTICLE 4 EVALUATIONS

4.1 Every employee shall receive a written evaluation report, developed collaboratively by their supervisor and their direct report person, once each year, before April 15, and shall be afforded the opportunity to discuss its content with an administrator within fifteen (15) days following their receipt. All written evaluations of an employee's performance, by anyone in a supervisory position, shall be made available to the employee within fifteen (15) days of the evaluation. Employees may be required by the Administrator to sign the completed evaluation form, but the employee's signature is not to be deemed to constitute agreement by the employee with its content. The employee shall be afforded an opportunity to insert comments on the form. Disciplinary action will not be taken by the Administrator on the basis of the employee's evaluations unless they were previously notified in writing, warning them of any potential disciplinary action. Evaluations shall not be subject to the grievance procedure.

ARTICLE 5 DISCIPLINE AND DISCHARGE

5.1 An employee who has completed their probationary period shall not be disciplined, suspended, or discharged except for cause. An employee who has completed the probationary period shall not be discharged without there having first been a period for reflection of twenty-four (24) hours or more.

5.2 In connection with the discipline, suspension or discharge of an employee, the Superintendent shall give the employee reasonable notice or reasonable warning of the specific complaints with respect to the employee's performance provided, however, that neither prior notice nor warning shall be required in connection with the discipline, suspension, or discharge of an employee for any reason set forth in section 5.3.

5.3 Cause for suspension or discharge of an employee shall include but not be limited to:

- a. the stealing of school, public, or private property while on school premises or during a time the employee is being paid by the Board;
- b. being under the influence of liquor or drugs while on the school premises or during a time the employee is being paid by the Board;
- c. assaulting a fellow employee or other person while on school premises or during a time the employee is being paid by the Board;
- d. calling or participating in an unauthorized strike, work slowdown, or other concerted activity in violation of this Agreement; or
- e. the commission of any illegal act upon the school premises or during a time the employee is being paid by the Board, for which they could be charged with a crime under the criminal laws of the state.

5.4 Cause for discipline or suspension or discharge of an employee after previously receiving one written warning within the last twenty-four (24) months shall include, but not be limited to:

- a. incompetence;
- b. neglect of duty;
- c. absence from work without good and sufficient reasons;
- d. failure to notify their supervisor when unable to work expected shifts unless such notice is impossible due to illness or accidental injury;
- e. reporting late for work;
- f. extended physical or mental incapacity;
- g. other conduct which interferes substantially with continued performance of duties;
- h. insubordination;
- i. failure to promptly report an accident occurring on the school premises or during a time the employee is being paid by the Board; or
- j. recklessness in the performance of their duties.

5.5 If the supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. An employee who is to be disciplined shall be informed of their right to have an Association representative present during the disciplinary meeting. If an employee has reason to criticize their supervisor, it shall be done in a manner that will not embarrass the supervisor before other employees or the public.

5.6 In the event that an employee's employment is terminated, the Board shall, whenever possible, pay all moneys due the employee on the second (2nd) payday following their termination.

5.7 Employees will have the right, upon prior request to the Superintendent, to review the contents of their personnel files and to review a copy of any documents contained therein. A witness shall be present during a review of an employee's file. The employee's file in the Superintendent's office is the file of record. Whenever an employee copies any part of their personnel file, the Board shall no longer be responsible for the confidentiality of such documents.

5.8 Any complaint or accusation made by any person that results in adverse action against an employee shall be reduced to writing and shall indicate the complainant or accuser. A copy of the complaint or accusation shall be promptly given to the employee, and the employee shall have the right to attach a written rebuttal prior to its inclusion in the employee's personnel file.

5.9 The Administration may transfer or place an employee on paid administrative leave at its discretion for the purpose of investigating serious charges or claims involving the employee.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 Grievance Defined: A grievance is a claim by an employee, group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

6.2 Time Limits: For the purposes of the time limits set forth in the grievance procedure, the terms "days" shall mean all days exclusive of Saturdays, Sundays, and legal holidays observed by the WNESU office. In computing any period of time, the days of the act, event, or occurrence from which the designated period of time begins to run shall not be included. Time limits may be extended at any step by mutual written agreement between the grievant and the Administration. No grievance shall be given consideration unless it is filed at the appropriate step within fifteen (15) days of the occurrence that gave rise to the grievance.

6.3 Right to Representation: A grievant shall, at all steps in the formal grievance procedure herein provided, be present and entitled to have a representative.

6.4 Right to Withdrawal of Grievance: A grievance shall at all times and throughout all steps of the procedure remain the exclusive property of the grievant, who shall retain the right to withdraw the grievance at any time or at any step in the grievance procedure.

6.5 Informal Discussion: Nothing contained within this grievance procedure shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with their supervisor and make an adjustment before filing any formal grievance, provided such adjustment is not inconsistent with the terms of the Agreement.

6.6 Association Representation and Response: The Association shall be permitted a reasonable number of representatives (not to exceed five (5), excluding witnesses) to be present at any step of the formal grievance procedure and to state its view on the grievance.

6.7 Procedure: If informal discussions fail to resolve the issue, then a formal filing of the grievance shall be made on a form identical to attached Appendix B and in accordance with the following procedure:

Step 1: The grievant shall forward a written copy of the grievance to their supervisor. The written statement shall set forth the grievance in detail and shall state the redress sought. The supervisor shall, within five (5) days after receipt of the statement of grievance, meet with the

grievant, their representative, if any, and a representative of the Association to discuss the resolution of the grievance. The supervisor shall, within five (5) days after this meeting, render a written decision with copies delivered to the grievant, the Superintendent, and the Association.

Step 2: If the grievance is not resolved at Step 1, the grievant shall, within five (5) days after receipt of the decision, deliver a copy of the grievance and a statement setting forth the reasons for which the grievant does not accept the decision to the Superintendent and the Association. The Superintendent shall within five (5) days after receipt of the grievance meet with the grievant, their representative, if any, and a representative of the Association to discuss the resolution of the grievance. The Superintendent shall, within five (5) days after meeting with the grievant, their representative, if any, and a representative of the Association, render a decision in writing with copies delivered to the grievant, the Association, and the Chairperson of the Board of School Directors for the school district within which the grievant is employed.

Step 3: Within five (5) days after receiving a decision of the Superintendent and if the grievance is not resolved at the Step 2 level, the grievant shall deliver a copy of the grievance and a statement setting forth the reasons for which the grievant does not accept the Superintendent's decision to the Chairperson of the Board of School Directors and to the designee of the Association. No later than fifteen (15) days after receiving the grievance, the School Board shall hold a regular or special meeting to discuss the resolution of the grievance with the grievant, their representative, and a representative of the Association. Such meeting shall be held in executive session at the request of either party. The Board of School Directors shall, within ten (10) days after the meeting, render a decision in writing with copies delivered to the grievant, the Superintendent, and the Association.

Step 4: In the event the Association submits the grievance to arbitration, it shall do so within thirty (30) days of the receipt of the Board's decision, by sending a written notice to the Superintendent. The submission shall be in writing setting forth the nature of the dispute and the remedy sought, and it shall be delivered to the Superintendent or mailed to them, certified mail, return receipt requested.

The Board of School Directors and the Association shall select an arbitrator to whom the matter is to be submitted, provided, however, that in the event that the Board and the Association are unable to agree within ten (10) days after the receipt by the Superintendent of the request for arbitration on an arbitrator who will hear the matter, the matter shall be submitted forthwith by the Association to the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, the parties being bound by the Vermont Uniform Arbitration Act after issuance of the Arbitration decision. For the purpose of determining the arbitrability of a matter, the arbitrator may not assume any law is included in this Agreement unless it is expressly stated herein, or its inclusion is mandated by the law itself. The arbitrator shall be limited to ruling on the interpretation or the application of the provisions of this Agreement and

may not add to, detract from, or in any way alter the provisions of this Agreement. The cost of the arbitration shall be borne jointly by the Board of School Directors and the Association.

6.8 No reprisals of any kind will be taken by the Board or the School Administration against any employee because of their participation in this grievance procedure.

6.9 The Board and School Administration will cooperate with the grievant and the Association in the investigation of any grievance and, further, will furnish such relevant information as is requested for the processing of the grievance.

6.10 All matters pertaining to the personal facts and merits of a pending grievance will be treated as confidential except by mutual consent of the Association and the Board, or as otherwise required by law.

6.11 Steps 1 and 2 may be bypassed by written mutual agreement between the grievant and the appropriate School Administrator and submitted to the Chair of the Board of School Directors and to the designee of the Association.

6.12 Failure by the employee to adhere to these procedures within the specified time period shall render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time period shall be construed to allow the grievance to move to the next step.

ARTICLE 7 JOB CLASSIFICATION

7.1 There shall be the following job classifications and general job descriptions, as follows:

- a. CUSTODIAL EMPLOYEE – A custodial employee cares for and protects the security of buildings, equipment, and grounds by performing cleaning, upkeep, inspection, minor maintenance, and minor repair functions.
- b. PARAPROFESSIONAL EMPLOYEE – A paraprofessional employee (i) assists with the teaching-learning process under the supervision of a certified teacher or other professional, or (ii) undertakes other duties helpful to teachers, or (iii) aids and assists the teaching-learning process of an individual student or students, but whose major responsibility in that case is the health and welfare of the student, or (iv) provides non-instructional supervision and care of children. Effective with the 2022-23 school year, paraprofessional employees will have one of the following designations:
 1. Student Services Paraprofessional: The Student Services Paraprofessional provides student assistance for students 3 to 21 years of age under the professional guidance and supervision of Special Education Teachers. Student Services Paraprofessionals work in district schools and, in some cases, alternative settings per the student’s individual education program. Student Services Paraprofessionals work with students individually or in small groups by providing basic

instruction in abilities and skills developmentally appropriate to the student(s). Responsibilities may include one student or multiple students as assigned.

2. One-to-One (1:1) Paraprofessional: A 1:1 is a paraprofessional who provides support to specific daily care to an individual student assisting in the supervision, care, and instruction of a student with special needs in the school or work setting. This can include coming in contact with bodily fluid.
 3. Paraprofessional II: A Paraprofessional II must have a high school diploma **and** have completed sixty (60) credit hours at an institution of higher education or have obtained an associate's (or higher) degree. Early Childhood Teacher Associates must meet guidelines as defined by the VT Child Care Licensing Regulations.
 4. Registered Behavior Technician: A Registered Behavior Technician (RBT) is a paraprofessional who works under the supervision of a BCBA or BCaBA. The RBT is primarily responsible for the direct implementation of treatment plans related to skill-acquisition and behavior reduction. RBTs also collect data and provide support when needed.
- c. SECRETARIAL EMPLOYEE – A secretarial employee serves members of the guidance office or administration in the duties associated with the efficient operation of an office or department, including but not limited to dictation, reception, correspondence, bookkeeping and record keeping, typing, filing, and the operation of office machines.
 - d. SPEECH AND LANGUAGE PATHOLOGY ASSISTANT (SLPA) – Under the direction and supervision of a Speech and Language Pathologist, the Speech and Language Pathology Assistant assists in supplementing, enhancing, and extending speech/language therapy services by completing a variety of tasks such as, but not limited to, direct activities with students designed to develop pre-language and language skills, oral-motor control for speech production, vocalization, and use of assistive technology devices for communication. The SLPA serves students who have identified speech and language disorders and may have other disabilities as well.
 - e. CERTIFIED OCCUPATIONAL THERAPY ASSISTANT (COTA) – Under the direction and supervision of a Registered Occupational Therapist (OTR), the Certified Occupational Therapy Assistant assists in supplementing, enhancing, and extending occupational therapy services by completing a variety of tasks such as, but not limited to, activities designed by the OTR to assist with assessment, intervention, treatment and activities to enhance motor, sensory, self-regulatory, feeding, and other functional abilities.

7.2 At the time of employment, each employee shall be provided a written job description defining the performance expectations of the position, and such performance expectations shall accurately reflect an employee's assigned duties. Any changes to be made and implemented by the administration shall only be made after the affected employee(s) and the Association have been notified of such proposed changes and provided with the opportunity to consult with the administration regarding such changes. An amended job description shall be provided when any changes are made.

ARTICLE 8 HOURS OF WORK AND OVERTIME

8.1 Upon hire, promotion, or transfer, all employees will be notified in writing of the number of hours per day, the number of days per week, and, in the case of school year employees, the number of days per year which they are expected to work.

8.2 Each paraprofessional, custodian, and secretary shall be entitled to an unpaid meal period of at least thirty (30) minutes during a shift. Each employee shall be entitled to two (2) ten (10) minute rest periods during a work shift of six (6) hours or more. All record keeping, clerical, material preparation, consultation, and other instructional activities required by supervising teachers of employees shall be required and conducted only during paid service hours. Title I employees shall be entitled to at least ten percent (10%) of their scheduled time for the purpose of preparation, and such time shall comply with Federal regulations. Each COTA and SLPA shall work 7.5 hours with a paid lunch each school day. The Superintendent or their designee will have the right to establish the best time schedule for the needs of each building. In the event an employee loses their lunch or rest periods, they will be compensated appropriately.

8.3 Each employee shall be notified in writing by the school administration or director of a change to the facility they are assigned to, work hours per day, work shift, number of annual workdays, or anticipated overtime requirements at least fifteen (15) workdays before the change is to become effective. An employee will be notified of a change of assignment within a building as soon as practicable. The employee, with the assistance of an Association representative, shall be given the opportunity to consult with the administration about the intended change.

8.4 An employee shall work reasonable overtime hours in addition to the minimum time as provided in section 8.1 herein above. Time and one-half shall be paid for hours worked in excess of forty (40) hours in any one week. Hours paid for but not worked shall not be counted in determining overtime pay. Overtime shall be paid and not credited for compensatory time off except by mutual agreement between the employee, the Association, and the Administration.

8.5 The administration will attempt to distribute overtime work fairly among qualified employees and will give preference to regular full-time employees if they are readily available to work overtime.

ARTICLE 9

WAGES

9.1 During the term of this Agreement, each employee shall be paid an hourly wage, based upon (a) their job classification and (b) their seniority, in accordance with the schedule set forth in Appendix A. For the purposes of placement on the wage schedule of newly hired employees, the Board may credit new employees with seniority on the schedule for previous work experience and training related to the job description for which they are hired, provided, however, that all such credit may not place the new employee on a wage step higher than step 8 or subject to the Board's discretion.

9.2 School year employees shall be paid on alternate Fridays commencing at the beginning of the employee's work year or, if later, their first employment date. School year employees will be paid in substantially equal amounts (22 payments) during the school year, and the last payment shall be made not later than June 30th of that school year. School year employees may also elect a twenty-six (26) payment option which will include a lump sum payment that will be paid on or before June 30th of that school year. An employee who has the option of payments during the time school is in session or spread over twenty-six (26) pay periods must notify the business office on or before July 1st prior to the next school year if they want to change their payment option. Calendar year employees will receive twenty-six (26) substantially equal payments. In order to adjust to the calendar year and not skip a pay period, there will occasionally be a twenty-seven (27) pay period year for calendar year employees. All employees will be given a schedule of pay periods when signing their contract.

9.3 Upon advance approval of the Superintendent, an employee may participate in workshops, District in-service programs, training, or courses without loss of compensation for the equivalent of at least two (2) workdays per school year. Any requests for reimbursement for the cost of registration, tuition, materials, travel expenses, or other expenses shall be submitted in advance and shall be subject to the Superintendent's approval. A professional development reimbursement of up to an amount of \$500 shall be allotted to COTAs and SLPAs, with prior approval of the Superintendent.

9.4 Paraprofessionals who volunteer to substitute for an absent teacher shall receive regular substitute teacher pay or their own rate of pay, whichever is higher, and premium pay at the rate of three dollars (\$3.00) per hour, with minimum payment of one (1) hour.

9.5 A paraprofessional who is assigned to a student whose Individual Education Plan (IEP) or 504 Plan requires them to passively restrain that student or to come in contact with bodily fluids on a daily basis while assisting a student with activities of daily living shall receive premium pay at the rate of one dollar and fifty cents (\$1.50) per hour for each hour worked during the day. Employees responsible for toileting a student shall be entitled to the presence of a second adult for the entire

duration of the task. No dollar differential will be paid to the second adult unless they are required to assist in the toileting.

9.51 A paraprofessional who is assigned by their supervisor to supervise students on school busses shall receive premium pay at the rate of two dollars (\$2.00) per hour for the time spent on this duty only.

9.6 If school is dismissed prior to the end of the scheduled school day, and the day will not be made up during the remainder of the school year, the employee shall be paid for their regularly scheduled hours for that day. If the start of the school day is delayed, the employee shall be paid their regularly scheduled hours. Delayed openings are considered full days and are not required to be made up during the remainder of the school year. Employees are encouraged to report for work as soon as safely possible, prior to the delayed start time. The support staff is required to attend all in-house professional development opportunities and in-service days that the administration deems necessary and relevant to their job. This includes all early-release days. Paraprofessionals shall work a total of 179 days, including 175 student days and 4 in-service days. COTAs and SLPAs shall work a total of 185 days, including 175 student days and 10 in-service days.

9.7 A paraprofessional may be assigned a duty by their administration in order to assist in effective safe operations and practices of the school that includes the following:

- Recess monitor
- Lunch monitor
- Breakfast monitor
- Bus monitor
- Study Hall monitor
- Hallway monitor
- AM and PM Bus entrance duty

Although not voluntary, all paraprofessionals in all school districts will be informed of the opportunity to fill duties that occur before and after regular school hours (such as bus monitors). If any of the above duties cause an employee covered in this contract to work over 40 hours in a week, the administration should adjust their hours or pay them overtime.

9.8 No new employee shall receive their first paycheck later than twenty-one (21) days after their first workday. In the event that an employee's paycheck is incorrect, the employee must notify the business office by the Tuesday following the pay date. Changes will be reflected by the next pay date.

ARTICLE 10 BENEFITS

10.1 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, which is incorporated by reference into this Agreement as required by 16 V.S.A. §2104(6)(2).

10.2 The Board shall provide all employees with a dental health plan which will pay eighty percent (80%) of dental bills for preventive and restorative work for the employee and their dependents (as defined in the health insurance plan), up to a maximum cost per year to the Board of three hundred ten dollars and fifty cents (\$310.50) per employee per year.

10.3 Employees with adequate health insurance coverage from another source (i.e. any reasonable plan other than one provided by the State of Vermont, any subdivision thereof, or a school district) who elect not to participate in this plan shall, at the end of each twelve month period of eligibility for the plan as an active employee in the district during which they did not participate in the plan, be paid the amount of five hundred dollars (\$500), which amount may be pro-rated for shorter time periods.

10.4 The Board shall provide a long-term disability policy providing at least two-thirds of an employee's salary, up to the limits of the policy, in the event of an eligible employee's disability. Such coverage shall have a sixty (60) calendar day exclusion period, during which the employee shall use accumulated sick leave and other leave, but accumulated leave cannot be used after disability payments commence. The terms of the policy supersede the descriptions herein, and any disputes as to policy coverage or benefits shall be processed under the terms of the policy. Employees who are deemed by the District's insurance carrier to be eligible for long-term disability insurance coverage but lack sufficient sick leave and other paid leave to provide compensation until the onset of the insurance coverage, shall be provided paid sick leave of up to fifty (50) days by the District until the sixty (60) calendar day period has been completed. Payments of sick leave to the employee may be retroactive if the employee's sick leave and other leaves have been exhausted prior to the insurance carrier's determination.

10.5 All eligible employees will be covered by Plan B of the Municipal Employees Retirement System.

10.6 An Employee Assistance Plan will be established by the District and the Association. The cost to the Board shall not exceed \$3.00 per month per employee.

10.7 The Board shall provide employees with a Board-paid term life insurance policy in the amount of \$20,000 for each employee.

10.8 The Board shall provide an IRS § 125 Flexible Spending Plan for employees who elect to make medical, dental, and childcare expenses on a tax-sheltered basis. Tax sheltered payments shall be allowed to the fullest extent allowed by law.

10.9 If a class of employee defined in Article 7 of this Agreement is designated as “essential” by local, state, or federal governments during an officially-declared health or environmental emergency, and these employees are required to report to a building and assigned to work on site during such an emergency, they shall receive premium pay at the rate of one dollar (\$1.00) per hour for each hour worked during said emergency.

10.10 Longevity/Retirement Incentives. Any support staff employee with twenty (20) combined years of service within the districts that make up Windham Northeast Supervisory Union, regardless of position, shall be entitled to a longevity/retirement stipend of five thousand dollars (\$5,000). The employee must be continuously employed by WNESU during this time regardless of any supplemental employment elsewhere. The employee must make an application for the retirement stipend on or before October 1 of the school year of retirement. The Board shall have the power to waive the application date requirement. For the purposes of this section, retirement is defined as collecting a retirement pension through the Vermont Municipal Employees Retirement System. The stipend will be paid out by August 1st of the following fiscal year.

ARTICLE 11 HOLIDAYS

11.1 For calendar year employees, the following eleven (11) days, or eleven (11) days as mutually agreed upon by the supervisor and employee, shall be paid holidays:

The Fourth of July	New Year’s Eve
Labor Day	New Year’s Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Memorial Day
The Day after Thanksgiving	Juneteenth
Christmas Day	

11.2 For school year employees, the following eight (8) days shall be paid holidays:

Veterans Day	New Year’s Eve
Thanksgiving Day	New Year’s Day
The Day after Thanksgiving	Martin Luther King Day
Christmas Day	Memorial Day

11.3 For an employee to receive holiday pay, they must work their scheduled working day preceding and following the paid holiday. An authorized absence other than an unpaid leave day shall be deemed a day worked for the purposes of this Article 11.3.

11.4 Each employee shall be paid holiday pay in an amount equal to their hourly rate of pay for the number of hours constituting their workday. An employee who is required to work on a paid holiday shall be paid, in addition to their holiday pay, at their regular rate for all hours worked on said holiday.

ARTICLE 12 VACATIONS

12.1 On July 1st of each year, each calendar year employee shall become entitled to a paid vacation based upon the length of their continuous employment, as follows:

Length of Employment	Vacation Earned
During the first (1 st) year	One-half (½) day for each full calendar month employed
During the second (2 nd) year through the eighth (8 th) year	One (1) day for each full calendar month employed
During the ninth (9 th) year through the fifteenth (15 th) year	One and one-half (1½) days for each full calendar month employed
After fifteen (15) years of employment	20 days

12.2 Each employee shall accrue vacation days in accordance with the schedule set forth in §12.1 immediately on July 1st of each Work Year (i.e., July 1st to the following June 30th), or, if later, their date of first employment. The accrued vacation time must be taken during that Work Year, except that an employee who is in their first year of employment may not take any vacation days during the first six months of their employment, even if that first six-month period runs into the following Work Year. If a person is first employed on or after January 1, they shall have no vacation time in their first Work Year of employment. Under no circumstances shall vacation days be accumulated from Work Year to Work Year, or otherwise.

An employee who is entitled to ten (10) or more days of vacation may take five (5) days vacation at any time during the year provided, however, that during the period September 1st through June 30th no more than one employee in each shift shall be on vacation, and provided further that each employee requesting five days of vacation during the period September 1st through June 30th shall make their request in writing at least 30 days prior to the first day of the week requested. Each such request shall be approved or disapproved by the Superintendent or the Principal, or their designees, within seven (7) days of the receipt of the request. In the event that the Superintendent or the Principal, or their designees, shall fail to approve or disapprove said request within said seven (7) day period, said request shall be deemed approved. Vacations for custodians in the two (2) weeks prior to the opening of school shall be subject to prior approval and may be postponed to a mutually agreeable date later in the calendar year if deemed necessary by the Superintendent.

12.3 Vacation periods shall be assigned on the basis of seniority.

12.4 A day of vacation shall be the regularly scheduled workday of the employee.

12.5 In the event an employee requires a leave of absence to attend to personal matters, including family illness, they may draw from their earned vacation time for such purpose. In order to use a vacation day(s) for such purpose, the employee shall give their supervisor at least five (5) days prior notice, unless unusual circumstances do not permit such notification.

12.6 An employee whose employment is terminated for any reason shall be paid for all vacation time to which they are entitled but which they have not taken at the time of their termination. Such payment shall be part of the employee's final wage payment and, in the case of termination by virtue of the employee's death, shall be paid to their estate.

ARTICLE 13 LEAVES OF ABSENCE

13.1 Bereavement leave, not to exceed three (3) paid days, will be granted to an employee in the event of a death in the immediate family to be used in connection therewith. The immediate family is limited to the employee's spouse, the employee's or spouse's parent or grandparent, child or grandchild, sibling, sibling's spouse, aunt, uncle, foster child or parent, stepchild or stepparent, or other relative regularly living within the employee's household. The employee will notify the Principal or their designee as soon as practicable when the use of bereavement leave is necessary.

13.2 Employees shall be entitled to paid leave for absences, paid in increments of half or full day only, due to personal illness, illness in the immediate family, physical disability, including disabilities connected with or resulting from pregnancy, or medical attention under the following conditions:

- a. Each newly hired employee shall earn sick leave at the rate of one (1) day per month of completed employment for the first three (3) months of employment. At the beginning of the fourth month of employment, the employee shall be credited with the balance of annual sick leave as provided in Sections (b) and (c) below.
- b. Each school year employee, other than first year employees as provided in Section (a) above, shall begin each employment year with an annual sick leave credit of twelve (12) days. Days not used shall accumulate and be available for use up to a maximum accumulation of sixty (60) days.
- c. Each calendar year employee, other than first year employees as provided in Section (a) above, shall begin each employment year with an annual sick leave credit of twelve (12) days. Days not used shall accumulate and be available for use up to a maximum accumulation of sixty (60) days.
- d. The Superintendent may require, on an individual basis, a doctor's written certification of illness or disability after three (3) consecutive sick leave days are used. In the event the Superintendent believes a questionable pattern of sick leave absences of an employee exists, they may require a written certification for such absences. The Superintendent may also require, where the circumstances make it reasonable, that

an employee not return to work from a medical absence without providing satisfying professional opinion/prognosis as to the employee's condition of health.

- e. An employee will notify the Principal or their designee as soon as practicable when the use of sick leave is necessary.
- f. In the event of an illness or physical disability for which an employee is unable to work and is paid benefits under the Workers' Compensation Act, the Board shall pay to such employee the difference between their salary and benefits received under the Workers' Compensation Act up to the limits of the employee's accumulated sick leave for the duration of such absence. In such cases, the employee shall only have sick leave deducted based upon the District's pro rata cost. Persons on physical disability shall not be eligible to accumulate sick leave or vacation time.

13.3 An employee shall be granted unpaid childcare leave for the care of a newborn or adopted child. The employee shall give written notice to the Superintendent of their intention of take childcare leave at least two (2) months prior to the date upon which the employee intends to begin such leave unless unusual circumstances prevent such notification. An employee commencing such a leave may return to their previous position at the beginning of the next Work Year, or at the beginning of the second semester, or by the beginning of the following Work Year provided, however, that such intent to return to work is stated in writing to the Superintendent by July 1st prior to the Work Year of return.

13.4 Personal leave not to exceed a total of four (4) days in a school year may include bereavement, religious observances, family matters, additional sick time, or other personal business that cannot be conducted during non-working hours. Absence due to personal business cannot be used to extend a holiday or school recess period without prior approval of the Superintendent. Furthermore, personal days may not be used for the purpose of engaging in other paid employment. Absence days are intended to ensure the health and personal needs of an employee are met. The District expects that employees will schedule personal business at times that are outside the working day whenever possible.

13.5 An employee summoned to serve as a juror shall be granted leave for such court appearances. The employee shall be paid for each day of jury duty an amount which, when added to the amount received as a juror, will equal their pay for one day pursuant to the terms of their employment agreement with the School District. Leave without pay will be granted an employee to appear in court in connection with any legal proceedings in which they are a civil plaintiff or a criminal defendant.

13.6 Leaves under the provisions of this Article that are eligible for coverage under The Family and Medical Leave Act (FMLA) or Vermont's Parental and Family Leave Act (VPFLA) shall be regarded as both FMLA/VPFLA and contractual leave, and the more liberal of the provisions shall apply. Any remaining contractual leave available must be taken and shall run concurrently with FMLA/VPFLA.

13.7 Leave for any and all other reasons, with or without pay, may be granted at the sole discretion of the Board with the recommendation of the Superintendent.

13.8 Leaves under the provisions of this Article that are eligible for coverage under the Families First Coronavirus Act (FFCRA) shall be regarded as FFCRA leave, and the more liberal provisions shall apply.

**ARTICLE 14
REPORTING IN AND CALL IN PAY**

14.1 In the event the schools are closed for student attendance due to inclement weather or other unanticipated reasons on a day regularly scheduled to be open, such closings shall be reported to the employees and public by phone call, provided employees have provided the District with their personal phone number. In the event of such closing and announcement, the following employees shall report to work, unless prior arrangements are made with their respective building administrators:

Bellows Falls Union High School	Custodians
Rockingham Schools	Custodians
Westminster Schools	Custodians
Grafton School	Custodians

14.2 An employee who is required to work when school is closed, as outlined in Section 14.1, shall be paid a minimum of half (½) their scheduled hours at their hourly rate without regard to the number of hours actually worked, unless the employee is notified not to report to work either (a) prior to the end of their shift the preceding day or (b) sixteen (16) hours in advance of the time at which they are to report to work in the event that the preceding day is not a work day.

**ARTICLE 15
HEALTH, SAFETY, AND TRANSPORTATION**

15.1 Employees shall immediately, not later than the end of their shift, report any and all defects of equipment or other unsafe conditions to the Administration on forms to be made available by the Administration. A copy of the report shall be given by the Administration to the Building Representative.

15.2 Employees shall immediately report any accident and any physical injury or property damage resulting therefrom to the Administration on forms to be made available by the Administration. Such accident reports shall be in addition to any accident report required by law and shall include all information available to the employee with respect to the accident and the names and addresses of all witnesses.

15.3 Employees shall use or wear protective devices or clothing when required to do so by the Administration.

15.4 Employees shall not be required to work under unsafe or hazardous conditions or to perform work that will endanger their health, safety, or well-being.

15.5 Employees required to use their personal vehicle on official school business, either within the school district of employment or beyond the limits of that district, shall be reimbursed on a mileage basis at the current actual allowable rate under IRS regulations, such current rate to be determined and/or changed each July 1st, provided, however, no employee shall be so reimbursed unless the trip has been authorized by the Superintendent or their designee.

ARTICLE 16 WORK ATTIRE

16.1 The District shall provide a stipend of \$150 for work shoes for custodial employees in September of each year.

ARTICLE 17 NO STRIKE AND NO LOCKOUTS

17.1 During the term of this Agreement there shall be no strikes, no slowdowns, no work stoppages, nor other concerted refusals to work by the Association and there shall be no lockouts by the Board. In the event of a strike on the part of other persons within or around the school buildings, neither the Association nor the employees subject to the terms of this Agreement shall refuse, during working hours, to work. In the event of a strike on the part of other persons working within or around the school building, the Board will not assign work to the employees other than the work to be performed by the employees pursuant to the terms of this Agreement. It will not be considered a lockout by the Board if the Board determines that the school should be closed due to a strike or work stoppage by employees of the school district or due to cause beyond its control.

ARTICLE 18 GENERAL PROVISIONS

18.1 If any provision of this Agreement or the application thereof to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provision shall be deemed separate, distinct, and independent from the remainder of this Agreement, and such invalidity shall in no way affect the validity of the remainder of this Agreement which shall continue in full force and effect.

18.2 This is a complete agreement between the contracting parties covering all mandatory subjects of negotiations. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties except where such agreements shall be reduced to writing by mutual consent of both parties. All matters not dealt with herein shall be treated as

having been brought up and disposed of, and the School Board shall be under no obligation to discuss with the Association any modifications or additions to this contract, except as may be herein provided for. It is agreed, however, that if any extraordinary or unusual circumstances occur, the parties may renegotiate the same in good faith and incorporate agreements reached into contract.

18.3 The Boards and the Association shall share equally the expense of reproducing this Agreement so that copies are available for employees.

18.4 Unless otherwise specified in this Agreement, the term “days” shall refer to an employee workday.

18.5 All written notices hereunder to the Board, except as otherwise specifically provided herein, shall be addressed to the Board in care of the Superintendent of Schools, Windham Northeast Supervisory Union, 5111 US Route 5, Westminster, VT 05158. All written notices hereunder to the Association, except where otherwise specifically provided herein, shall be addressed to the WNEA Leadership Team at its then current address. Either party, by written notice to the other, may change the address to which future written notice to it shall be given. The Association shall give written notice to the Board, upon the execution of this Agreement, of the designation of its Leadership Team and shall thereafter inform the Board in writing of the designation of any new Leadership Team members within twenty-four (24) hours of their designation.

18.6 A calendar year employee is defined as an employee who is hired to work in excess of two hundred (200) days per work year.

18.7 A school year employee is defined as an employee who is hired to work two hundred (200) days or less per work year.

18.8 The Board will attempt to provide each employee by June 1 of each year with notice of their re-employment for the next year and their hours of work. It is understood that school budget or similar problems may delay or make such notice impractical, and it is further recognized that for some employees the notice will often be delayed further due to the decision-making process being beyond the control of the Administration.

ARTICLE 19

EMPLOYEE LIAISON COMMITTEE

19.1 The Association and the Board agree to establish a joint labor-management liaison committee for the purpose of enhancing communication between the Association, District employees, and supervisors, and to provide all parties with an ongoing forum to discuss work rules, practices, and other matters of District operation. Within thirty (30) days of execution of this Agreement, the Superintendent and the Association shall make those arrangements necessary for the implementation of committee meetings in each school district.

**ARTICLE 20
DURATION**

20.1 This Agreement shall take effect at 12:01 o'clock AM, July 1, 2025, and shall continue in full force and effect from July 1, 2025, until 12:00 o'clock midnight, June 30, 2028, and from year to year thereafter unless written notice of its intention to terminate or modify said Agreement is given by either party to the other by registered or certified mail dated on or before October 1, 2027, or in the event of its continuance thereafter, on or before October 1 of any year thereafter.

IN WITNESS WHEREOF, the parties affix their hands and seals, this _____ day of August, 2025:

Leadership Team – Windham Northeast Education Association

Lead Negotiator – Windham Northeast Education Association

Chairperson, Board of School Directors
Rockingham Town School District

Chairperson, Board of School Directors
Bellows Falls Union High School #27

Chairperson, Board of School Directors
Westminster Town School District

Chairperson, Board of School Directors
Windham Northeast Supervisory Union #47

Chairperson, Board of School Directors
Athens Grafton School District

APPENDIX A
Support Staff Wage Schedule for 2025-26

2025-26 – Hourly Rates of Pay				
Step	Paraprofessional Custodian Secretary	Paraprofessional II	SLPA	C-SLPA COTA
1	\$19.36	\$19.88	\$22.50	\$25.37
2	\$19.88	\$20.40	\$23.02	\$25.90
3	\$20.40	\$20.93	\$23.54	\$26.42
4	\$20.93	\$21.45	\$24.06	\$26.94
5	\$21.45	\$21.97	\$24.59	\$27.47
6	\$21.71	\$22.23	\$24.85	\$27.73
7	\$21.97	\$22.50	\$25.11	\$27.99
8	\$22.23	\$22.76	\$25.37	\$28.25
9	\$22.50	\$23.02	\$25.63	\$28.51
10	\$22.76	\$23.28	\$25.90	\$28.77
11	\$23.02	\$23.54	\$26.16	\$29.03
12	\$23.28	\$23.80	\$26.42	\$29.30
13	\$23.54	\$24.06	\$26.68	\$29.56
14	\$23.80	\$24.33	\$26.94	\$29.82
15	\$24.06	\$24.59	\$27.20	\$30.08
16	\$24.33	\$24.85	\$27.47	\$30.34
20	\$25.37	\$25.90	\$28.51	\$31.39
25	\$26.94	\$27.47	\$30.08	\$32.96
30	\$30.08	\$30.60	\$33.22	\$36.10

C-SLPA refers to a Certified Speech and Language Pathology Assistant. A SLPA will be moved to C-SLPA the following July 1st after completing the certification.

APPENDIX A
Support Staff Wage Schedule for 2026-27

2026-27 – Hourly Rates of Pay				
Step	Paraprofessional Custodian Secretary	Paraprofessional II	SLPA	C-SLPA COTA
1	\$20.03	\$20.58	\$23.28	\$26.26
2	\$20.58	\$21.12	\$23.82	\$26.80
3	\$21.12	\$21.66	\$24.37	\$27.34
4	\$21.66	\$22.20	\$24.91	\$27.89
5	\$22.20	\$22.74	\$25.45	\$28.43
6	\$22.47	\$23.01	\$25.72	\$28.70
7	\$22.74	\$23.28	\$25.99	\$28.97
8	\$23.01	\$23.55	\$26.26	\$29.24
9	\$23.28	\$23.82	\$26.53	\$29.51
10	\$23.55	\$24.09	\$26.80	\$29.78
11	\$23.82	\$24.37	\$27.07	\$30.05
12	\$24.09	\$24.64	\$27.34	\$30.32
13	\$24.37	\$24.91	\$27.61	\$30.59
14	\$24.64	\$25.18	\$27.89	\$30.86
15	\$24.91	\$25.45	\$28.16	\$31.13
16	\$25.18	\$25.72	\$28.43	\$31.40
20	\$26.26	\$26.80	\$29.51	\$32.49
25	\$27.89	\$28.43	\$31.13	\$34.11
30	\$31.13	\$31.68	\$34.38	\$37.36

C-SLPA refers to a Certified Speech and Language Pathology Assistant. A SLPA will be moved to C-SLPA the following July 1st after completing the certification.

APPENDIX A
Support Staff Wage Schedule for 2027-28

2027-28 – Hourly Rates of Pay				
Step	Paraprofessional Custodian Secretary	Paraprofessional II	SLPA	C-SLPA COTA
1	\$20.74	\$21.30	\$24.10	\$27.18
2	\$21.30	\$21.86	\$24.66	\$27.74
3	\$21.86	\$22.42	\$25.22	\$28.30
4	\$22.42	\$22.98	\$25.78	\$28.86
5	\$22.98	\$23.54	\$26.34	\$29.42
6	\$23.26	\$23.82	\$26.62	\$29.70
7	\$23.54	\$24.10	\$26.90	\$29.98
8	\$23.82	\$24.38	\$27.18	\$30.26
9	\$24.10	\$24.66	\$27.46	\$30.54
10	\$24.38	\$24.94	\$27.74	\$30.82
11	\$24.66	\$25.22	\$28.02	\$31.10
12	\$24.94	\$25.50	\$28.30	\$31.38
13	\$25.22	\$25.78	\$28.58	\$31.66
14	\$25.50	\$26.06	\$28.86	\$31.94
15	\$25.78	\$26.34	\$29.14	\$32.22
16	\$26.06	\$26.62	\$29.42	\$32.50
20	\$27.18	\$27.74	\$30.54	\$33.62
25	\$28.86	\$29.42	\$32.22	\$35.31
30	\$32.22	\$32.78	\$35.59	\$38.67

C-SLPA refers to a Certified Speech and Language Pathology Assistant. A SLPA will be moved to C-SLPA the following July 1st after completing the certification.

APPENDIX B
GRIEVANCE REPORT FORM
WINDHAM NORTHEAST SUPERVISORY UNION

GRIEVANCE NO. _____

Name: _____ Date: _____

District: _____ Assignment: _____ Building: _____

A. Date on which Grievance arose or Date of Violation of Agreement: _____

B. Article of Agreement Claimed to be in Violated: _____

C. Description of Grievance: _____

D. Redress sought:

Grievant's Signature

School Official Signature / Date Received

If meeting waived, initial below:

Date of Meeting: _____ Grievant: _____ District: _____

District's Decision: _____

District Officer's Signature

**APPENDIX C
UNION DUES AUTHORIZATION AND ASSIGNMENT FORM**

NAME: _____

ADDRESS: _____

SCHOOL: _____

I hereby request and authorize the _____ School District to deduct Association membership dues from my salary in the manner set forth in the Collective Bargaining Agreement between the Board and the Windham Northeast Education Association. The amount to be deducted for a school year shall be that amount certified to the District by the Association as the amount of dues payable for that school year.

I understand that this authorization shall remain in full force and effect, and shall continue from year to year, until I may leave the District or the Bargaining Unit, or until I withdraw this authorization for the school year following the school year in which such withdrawal shall be undertaken. A withdrawal of this authorization for the following school year must be made in writing to the Superintendent and received by them on or before July 1st of the school year to be effective for that following school year.

Such dues shall be deducted in 18 substantially equal installments from each of my paychecks during the school year, unless I am a new employee, in which event the amount will be deducted in substantially equal amounts from each remaining paycheck.

I hereby waive any right and claim I may have for said money so deducted and transmitted to the Association in accordance with this authorization and the terms of the Collective Bargaining Agreement, and I release and discharge the District, its officers, directors, and employees from any and all liability to me therefore.

Name: _____ Date: _____

Signature: _____

Witness: _____

APPENDIX D QUALIFIED DOMESTIC PARTNER

QUALIFIED DOMESTIC PARTNER: The term "qualified domestic partner," as defined by law, refers to a person domiciled with an employee, with whom the employee shares a long-term relationship, who is not related by blood to the employee in a degree that would make marriage illegal, and who is at least 18 years of age. An employee who is married may not identify someone other than their spouse as a qualified domestic partner.

To qualify under this definition, the domestic partnership must be an exclusive relationship of mutual support, caring, and commitment which is intended to remain in existence for the indefinite future and that has existed for not less than six months. The partners must share the same primary residence on a regular basis and must be jointly responsible for basic living expenses (basic living expenses are defined as the cost of basic food, shelter, and any other expenses of the common household--the partners need not contribute equally or jointly to the payment of these expenses as long as they agree that they are both responsible for them). Both the employee and the domestic partner must complete, and have notarized, the Statement of Domestic Partnership certifying to the existence of these qualifications, and they may be required to provide the following documentation in support of the Statement of Domestic Partnership:

- a. proof of common residence; and
- b. proof of financial interdependence, e.g. joint bank and/or credit accounts, joint safe deposit box rental, mutual powers of attorney, designation as beneficiary on insurance policies, mutual designations as executor/trix on wills.

Should the domestic partnership end, the employee must notify the Superintendent within 30 days of such termination. Following such notification, a 9-month waiting period is required before said employee may again identify another person as a qualified domestic partner.

Qualified domestic partners of an employee and their dependent children shall be eligible for the same health and dental insurance coverage afforded spouses and dependent children and to be named as a beneficiary of the employee's term life insurance provided under the terms of the Master Agreement, provided that the employee pays the additional cost of such coverage above the cost of the coverage to which the employee would have been entitled without the domestic partner and, if applicable, the domestic partner's child or children.

Confidentiality. The Boards recognize and respect employee concerns as to potential problems in maintaining the confidentiality of personal information submitted to establish eligibility for health insurance coverage. The Boards will ensure the confidentiality of such information.

Indemnification. The Association will indemnify and hold the Boards harmless from any cost or liability, including attorney fees, incurred as a result of any claim of discrimination arising from or on account of the extension of eligibility for benefits to domestic partners.

Appendix E

**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 Foremployees 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. Foremployees 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 auto-payment 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.